

**Collective Bargaining Agreement**

**Between King County**

**And**

**Local 17 Transit Administrative Support Employees, Metro Transit Department**

**[047]**

**TABLE OF CONTENTS**

ARTICLE 1:	DEFINITIONS .....	1
ARTICLE 2:	UNION PROVISIONS .....	1
ARTICLE 3:	RIGHTS OF MANAGEMENT .....	2
ARTICLE 4:	HOLIDAYS AND LEAVES .....	2
ARTICLE 5:	RATES OF PAY .....	14
ARTICLE 6:	HOURS OF WORK AND OVERTIME .....	17
ARTICLE 7:	MISCELLANEOUS .....	19
ARTICLE 8:	TRANSFERS AND PROBATIONARY PERIOD .....	24
ARTICLE 9:	EMPLOYEE RIGHTS AND JOB POSTINGS.....	26
ARTICLE 10:	PERFORMANCE APPRAISALS AND MEMOS .....	29
ARTICLE 11:	GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES .....	29
ARTICLE 12:	WORK STOPPAGES AND EMPLOYER PROTECTION.....	33
ARTICLE 13:	WAIVER, MODIFICATIONS AND SAVINGS.....	33
ARTICLE 14:	UNION REPRESENTATION.....	34
ARTICLE 15:	DONATED LEAVES.....	38
ARTICLE 16:	REDUCTION IN FORCE .....	41
ARTICLE 17:	SUPPORTED EMPLOYMENT PROGRAM.....	43
ARTICLE 18:	RECLASSIFICATION AND OUT OF CLASS WORK .....	45
ARTICLE 19:	TLT EMPLOYEES AND CONTRACTING OUT .....	53
ARTICLE 20:	DURATION .....	54
ADDENDUM A:	WAGE ADDENDUM .....	55
ADDENDUM B:	CROSS-JURISDICTIONAL SPECIAL DUTY ASSIGNMENTS .....	56

**PREAMBLE**

These articles, along with Addendum A, constitute an Agreement, the terms of which have been negotiated in good faith by representatives of King County and Professional and Technical Employees, Local 17.

**PURPOSE**

The purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the “County”) and the employees represented by Professional and Technical Employees, Local 17 (hereinafter called the “Union”) by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County. The articles of this Agreement set forth the wages, hours and other working conditions of the bargaining unit employees, provided the County has authority to act on such matters. This Agreement shall be subject to approval by ordinance by the King County Council (the Council).

**ARTICLE 1: DEFINITIONS**

**Section 1.1. Definitions.**

A. Director: Chief officer of the Department or division

B. Designee: Representative selected by director

C. Comprehensive leave eligible employee/position: Full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees

D. Loco Parentis: An individual who assumes the parental rights, duties, and obligations without going through the legal formality of adoption

E. Department: Metro Transit Department (Metro)

**ARTICLE 2: UNION PROVISIONS**

**Section 2.1.** The County recognizes the Union as the exclusive collective bargaining representative of all full-time and part-time regular and term-limited temporary (TLT) employees whose job classifications are listed in the attached Addendum A.

**Section 2.2. Seniority List.** The County will transmit to the Union a current listing of all

employees in the unit by March 1<sup>st</sup> of each year and September 1<sup>st</sup> of each year. Such list shall indicate the name of the employee, wage rate, job classification, date of hire, date of hire into their current classification, division, employment status, and section and/or unit. At the time of a proposed reduction of force, the County will transmit to the Union a current listing of all employees which shall indicate the name of the employee, wage rate, job classification, date of hire, date of hire into their current classification, date of hire into any other previously held classification within the bargaining unit, division, employment status, and section and/or unit.

### **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

### **ARTICLE 4: HOLIDAYS AND LEAVES**

#### **Section 4.1. Holidays.**

**A. Designated Holidays.** All comprehensive leave eligible employees shall be granted the following designated holidays with pay:

<b>HOLIDAYS</b>	
New Year's Day	January 1
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September

Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

**B. Day of Observance and Pay on Holidays.** For holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

**C.** An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled workday following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

**D.** For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off the employee will be given a deferred holiday. The employee and supervisor will jointly select another day (preferably within the same pay period) to take as a holiday.

**Section 4.2.** Comprehensive leave eligible employees who are directed to work on a holiday, and who are eligible for overtime, will receive 8 hours holiday leave pay pursuant to Article 4.1.A and 4.1.B and be paid overtime for all hours worked. Such overtime eligible employee may request to accrue the time worked as compensatory time, which may be approved at the supervisor's discretion and consistent with Personnel Guidelines.

**Section 4.3. Two Personal Holidays.** Annually, comprehensive leave eligible employees shall receive two personal holidays to be added to their vacation bank on the paycheck that includes February 1st. New employees eligible for comprehensive leave benefits who are hired on or before November 15th shall receive two personal holidays to be added to their vacation bank on the last day of the first pay period following their date of hire. In no event shall there be more than two personal holidays awarded per year.

1           **Section 4.4. Military Leave.** Employees shall receive military leave in accordance with  
2 County policy, state and federal law, as amended.

3           **Section 4.5. Unpaid Leaves of Absence.**

4           **A. Short-Term Unpaid Leaves of Absence.** A leave of absence without pay, not  
5 covered by any other provision of this Agreement, for a period not exceeding 30 consecutive days  
6 may be granted to a comprehensive leave eligible employee by the employee's director.

7           **B. Long-Term Unpaid Leaves of Absence.** The director may grant a leave of  
8 absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons  
9 for a period longer than 30 days. Requests for leaves of absence without pay that are for  
10 medical/health reasons for a period longer than 30 days must be approved by the director of the  
11 Department of Human Resources. Long-term leaves may be unconditional, or conditional with any  
12 conditions set forth in writing at the time that the leave is approved with the understanding that  
13 barring layoffs, the Department shall reinstate the employee to the same position or a position with  
14 equivalent status, pay, benefits and other employment terms upon the employee's return with no loss  
15 of seniority. The layoff, seniority, and bumping rights in this Agreement shall be applied to  
16 employees who are taking leaves of absence.

17           **C. Early Return.** An employee who is on a leave of absence without pay, not  
18 covered by any other provision of this Agreement, may return from the leave before its expiration  
19 date if the employee provides the director with a written notice to that effect at least 15 days before  
20 the date of return.

21           **Section 4.6. Leave for Volunteer Service.** Comprehensive leave eligible employees may  
22 use up to three days of their accrued sick leave each year to perform volunteer services at a local  
23 school, or at a non-profit on the approved list for the Employee Giving Program. The total number of  
24 occasions the employee performs volunteer service shall not exceed three occasions in a year.  
25 Employees requesting to use sick leave for this purpose shall submit such request in writing, per the  
26 County's leave request procedures, specifying the name of the school and/or organization and the  
27 nature of the volunteer services to be performed. Additionally, the employee's supervisor may  
28 request in advance that the employee obtain written proof of the service from the volunteer

1 organization or school.

2       **Section 4.7. Jury Duty.** A comprehensive leave eligible employee notified to serve on jury  
3 duty must inform their supervisor as soon as possible, but not later than two weeks in advance,  
4 regarding the date the employee is required to report for jury duty. The supervisor may reassign the  
5 employee to a shift and schedule that corresponds with jury duty. For purposes of this section, the  
6 shift and schedule are the hours and days, respectively, the employee is required to report or be  
7 available for jury duty. An employee will receive their compensation, while on jury duty, in  
8 accordance with this Agreement.

9           **A.** When released from jury duty for the day, and/or when the total required  
10 assignment to jury duty has expired, the employee will notify their supervisor. The employee will be  
11 provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before  
12 the employee must report back to work and their regular shift and schedule. Comprehensive leave  
13 eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance  
14 and Business Operations Division of the Department of Executive Services.

15           **B.** Employees who are ineligible for comprehensive leave benefits shall follow the  
16 notification procedures above and shall be released from work duties for the duration of their  
17 assigned jury duty period, but shall not be compensated for their time spent on jury duty. These  
18 employees may retain any jury duty pay received.

19       **Section 4.8. Paid Parental Leave.** Paid Parental Leave (PPL) supplements a  
20 comprehensive leave eligible employee's accrued paid leaves to provide up to a total of 12 weeks of  
21 paid leave for a parent to bond with a new child.

22           **A. Benefit Amount.** An employee's supplemental parental leave benefit is calculated  
23 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt  
24 placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be  
25 taken within one year of the child's birth or placement in the home. The employee will receive the  
26 equivalent of their full salary for up to a total of 12 weeks, when combined with the employee's  
27 accrued leave (except for one week of sick leave and one week of vacation leave). The employee is  
28 permitted to use supplemental leave first. Additionally, the employee may choose to take less than

1 12 weeks of leave. PPL is not subject to cash out. An employee who does not return to work for at  
2 least six months of continuous service following the leave, will be required to reimburse the County  
3 for the PPL funds received. This does not apply to an employee whose employment ends  
4 involuntarily, such as if the employee is laid off or medically separated. If an employee is taking  
5 PPL intermittently, the six months begins after the last day the employee used PPL.

6 **B. Eligibility.** The PPL benefit is available to all comprehensive leave eligible  
7 employees who have been employed with the County for at least six months of continuous service at  
8 the time of the qualifying event. An employee whose position is scheduled to end in a timeframe that  
9 would not enable the employee to return to work for six months following the leave, is not entitled to  
10 take PPL. If both parents work for the County, then each employee is entitled to up to 12 weeks of  
11 PPL.

12 **C. Benefit Period.** PPL must be used within 12 months of the qualifying event. An  
13 employee may use PPL on an intermittent or part-time basis, if it is consistent with the department's  
14 operational needs, and it is approved in writing by the employee's supervisor prior to the leave.

15 **D. Concurrency.** PPL will run concurrently with the County's family and medical  
16 leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by  
17 law.

18 **E. Job Protection.** PPL is protected leave. Barring layoffs, an employee's job  
19 cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken  
20 against an employee for participating or planning to participate in the program.

21 **F. Health and Leave Benefits.** The employee will continue to receive all health  
22 benefits and shall continue to accrue vacation and sick leave during the period of PPL. For purposes  
23 of overtime calculations, PPL shall be considered the equivalent of sick leave.

24 **Section 4.9. Bereavement Leave.** Employees eligible for comprehensive leave benefits  
25 shall be granted up to five days, maximum 40 hours (pro-rata for part-time) bereavement leave per  
26 qualifying death of a member of the employee's immediate family. Leave must be taken within 18  
27 months from the date of the death.

28 **A.** Immediate family shall be defined as the employee's:

1. spouse or domestic partner,
2. legal guardian, ward, or any person whom the employee has legal custody,
3. the following family members of the employee, the employee's spouse, or the employee's domestic partner:
  - a. a child, including an unborn child lost due to a stillbirth or miscarriage,
  - b. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),
  - c. a grandparent,
  - d. a child-in-law,
  - e. a grandchild, or
  - f. a sibling.

B. Employees who are not eligible for comprehensive paid leave may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

C. When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

D. Any additional paid leave may be approved by mutual agreement between the director and the employee.

#### **Section 4.10. Federal Family and Medical Leave Act.**

A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or unpaid FMLA leave in a single 12month period to care for the service member with a serious injury



1 or illness.

2                   **B.** The leave may be continuous or intermittent, when medically necessary.  
3 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster  
4 care child may only be taken when approved.

5                   **C.** To be eligible for FMLA, an employee must have been employed by the County  
6 for at least 12 months and have worked at least 1,250 hours in the 12month period prior to the  
7 commencement of leave.

8                   **Section 4.11. King County Family and Medical Leave.**

9                   **A.** As provided by King County Code, an eligible employee may take up to 18 weeks  
10 of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month period for  
11 the employee's own qualifying serious health condition, to care for an eligible family member who  
12 has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care  
13 placement (leave must be taken within one year of the child's birth or placement), and for any  
14 qualifying reason under the FMLA, or other family and medical leaves available under federal or  
15 state law.

16                   **B.** The leave may be continuous or intermittent, when medically necessary.  
17 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster  
18 care child may only be taken when approved. KCFML shall run concurrently with other federal,  
19 state and county leaves to the extent allowed, including but not limited to the FMLA, Washington  
20 State Paid Family and Medical Leave Act (PFML), and the Washington State Family Care Act.

21                   **C.** To be eligible for KCFML leave under this Section, an employee must have been  
22 employed by the County for at least 12 months and have worked at least 1,040 hours in the preceding  
23 12month period for a 40-hour workweek employee or 910 hours in the preceding 12- month period  
24 for a 35hour workweek employee.

25                   **D.** An employee who returns from KCFML within the time provided under this  
26 Section is entitled to the same position the employee occupied when the leave commenced or a  
27 position with equivalent pay, benefits and conditions of employment.

28                   **Section 4.12. Failure of an employee to return to work by the expiration date of leave under**

1 Sections 4.10 and 4.11 may be cause for termination of the employee from County service.

2       **Section 4.13.** To ensure that employees receive all protected leave they are entitled to while  
3 maintaining their salaried status, FLSA-exempt employees will remain FLSA-exempt while on  
4 intermittent FMLA/KCFML, but will be required to deduct all full and partial day FMLA/KCFML-  
5 related leave from their paid leave bank(s) and their FMLA/KCFML hours. If an FLSA-exempt  
6 employee's leave banks are depleted, the employee will continue to reduce the employee's  
7 FMLA/KCFML hours, and the employee will be unpaid for partial-day FMLA absences only. The  
8 employee will continue to be paid for other partial-day absences. Eligibility for and use of executive  
9 leave is not affected by this provision. Executive leave will continue to be used only in whole-day  
10 increments.

11       **Section 4.14. Sick Leave.** Comprehensive leave eligible employees shall accrue sick leave  
12 benefits at the rate of 0.04616 hours for each eligible hour in paid status excluding overtime and  
13 excluding the use of donated leave pursuant to Article 15, up to a maximum of 3.6928 hours per bi-  
14 weekly pay period for employees on a standard full-time 80 hour bi-weekly schedule, unless  
15 additional sick leave accruals are required by law. There shall be no limit to the number of sick leave  
16 hours that an employee eligible for comprehensive leave benefits may accrue and carry over from  
17 year-to-year except as listed below.

18               **A.** Short-term temporary employees shall accrue sick leave at the rate of 0.025 hours  
19 for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick  
20 leave to the following calendar year. At the end of the pay period that includes December 31, all  
21 accrued sick leave over 40 hours will be forfeited.

22               **B.** Sick leave accrual rates for a comprehensive leave eligible employee who works  
23 other than a standard full-time 80 hour bi-weekly schedule shall receive prorated accruals based on  
24 their normally scheduled work week.

25               **C.** Employees shall accrue sick leave from their date of hire.

26               **D.** An employee is not entitled to use sick leave until the first day following the pay  
27 period in which it was accrued. During the first six months of service in a leave eligible position,  
28 employees eligible to accrue vacation leave may, at the supervisor's discretion, use accrued vacation

1 days as an extension of sick leave.

2           **E.** Separation from or termination of County employment shall cancel all sick leave  
3 accrued to the employee as of the date of separation or termination. Should the employee resign, in  
4 good standing, be separated for medical reasons or be laid off and return to County employment in a  
5 leave eligible position within two years, accrued sick leave shall be restored.

6           **F.** Employees eligible for comprehensive leave benefits who have successfully  
7 completed at least five years of County service and who retire as a result of length of service or who  
8 terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11,  
9 as applicable, an amount equal to 35 percent of their unused, accumulated sick leave multiplied by  
10 the employee's base rate of pay plus merit, if applicable, in effect upon the date of leaving County  
11 employment, less mandatory withholdings. Retirement, because of length of service means an  
12 employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of  
13 Seattle Retirement Plan immediately upon terminating County employment.

14           **1.** If a retiree who cashes out their sick leave is rehired within 12 months, that  
15 employee is entitled to restoration of the sick leave balance that was not cashed out. A retiree who  
16 returns to work will not be entitled to any cash out of their restored sick leave balance when they  
17 leave County employment.

18           **G.** If the injury or illness is compensable under the County's workers compensation  
19 program, then the employee has the option to augment or not augment wage replacement payments  
20 with the use of accrued sick leave.

21           **H.** An employee who has exhausted their sick leave may use accrued vacation leave  
22 before going on a leave of absence without pay, if approved by their director.

23           **I.** Paid sick leave may be used for the following reasons:

24           **1.** For self-care or to care for a family member:

- 25                   **a.** Due to a mental or physical illness, injury, or health condition,  
26                   **b.** To obtain medical diagnosis, care, or treatment of mental or  
27 physical illnesses, injuries, or health conditions, or  
28                   **c.** To receive preventative care.

2. For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.

3. In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason.

4. To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100.

5. For family and medical leave available under federal law, state law or County ordinance.

6. Employee's exposure to contagious diseases and resulting quarantine.

**J.** For purposes of paid sick leave, a "family member" is:

1. A spouse or domestic partner,

2. A child, including a biological, adopted, foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status, or the child of the employee's domestic partner,

3. The parent of an employee, employee's spouse, or employee's domestic partner. Parent includes, biological, adoptive, de facto, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's domestic partner.

4. A grandparent, grandchild, or sibling.

**K.** An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee's workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

1. An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave.

2. An employee may not collect sick leave and workers' compensation wage

replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

L. Verification of sick leave use is pursuant to RCW 49.46.210 and County policy, procedures and guidelines.

#### **Section 4.15. Vacation Leave.**

A. Comprehensive leave eligible employees shall accrue vacation leave benefits for each hour in paid status excluding overtime and excluding the use of donated leave pursuant to Article 15, as follows:

<b>Months of Service</b>	<b>Current Hourly Accrual Rate</b>	<b>Approximate Days/Year</b>	<b>Maximum Hours Per Bi-Weekly Pay Period</b>
0	0.04620	12.01200	3.696
60	0.05770	15.00200	4.616
96	0.06160	16.01600	4.928
120	0.07700	20.02000	6.160
192	0.08080	21.00800	6.464
204	0.08470	22.02200	6.776
216	0.08850	23.01000	7.080
228	0.09240	24.02400	7.392
240	0.09620	25.01200	7.696
252	0.10010	26.02600	8.008
264	0.10390	27.01400	8.312
276	0.10780	28.02800	8.624
288	0.11160	29.01600	8.928
300	0.11540	30.00400	9.232

B. Vacation accrual rates for comprehensive leave eligible employee who works other than the full-time schedule standard for their work unit shall receive accruals prorated to reflect their normally scheduled work week.

C. Comprehensive leave eligible employees shall accrue vacation leave from their date of hire in a benefit eligible position.

D. Comprehensive leave eligible employees may use vacation leave hours beginning

1 on the first day of the pay period following the pay period which it was accrued. Employees who  
2 leave County employment prior to successfully completing their first six months of County service  
3 shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions  
4 contained in this Agreement.

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

7 **F.** When a current employee dies with accrued vacation leave and the employee has  
8 successfully completed their first six months of County service in a comprehensive leave eligible  
9 position, payment of unused vacation leave up to the maximum accrual amount shall be made to the  
10 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

11 **G.** If an employee resigns, is laid off, or is separated for non-disciplinary reasons  
12 from a full-time regular or part-time regular position and subsequently returns to County employment  
13 within two years from the resignation, layoff, or non-disciplinary separation, the employee's prior  
14 County service shall be counted in determining the vacation leave accrual rate.

15 **H.** Comprehensive leave eligible employees shall be paid for accrued vacation leave  
16 to their date of separation up to the vacation accrual cap, if they have successfully completed their  
17 first six months of County service and are in good standing (e.g., not terminated for cause or resigned  
18 in lieu of discharge). Payment shall be the accrued vacation leave multiplied by the employee's base  
19 rate of pay, plus merit, if applicable, in effect upon the date of leaving County employment, less  
20 mandatory withholdings.

21 **I. Vacation Cap.** For comprehensive leave eligible employees employed prior to  
22 January 1, 2018, working the 40-hour work week may carry up to 480 hours of vacation leave over to  
23 the next calendar year and 420 hours for employees working the 35-hour work week. Employees not  
24 working a 40-hour schedule hired before January 1, 2018, including TLT's, will retain their vacation  
25 cap. Comprehensive leave eligible employees hired on or after January 1, 2018, working a 40-hour  
26 work schedule may carry up to 320 hours over to the following calendar year.

27 **J. Forfeiture.** Employees shall use vacation leave beyond the maximum accrual  
28 amount on or before the last day of the pay period that includes December 31 of each year. Failure to

1 use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave  
2 beyond the maximum amount unless the director has approved a carryover of the vacation leave  
3 because of cyclical workloads, work assignment or other reasons as may be in the best interest of the  
4 County. The Department of Human Resources director may develop procedures for authorizing  
5 carryover above the maximum.

6 **Section 4.16. Leave for Examinations.** Employees eligible for comprehensive leave  
7 benefits shall be entitled to necessary time off with pay for the purpose of taking county qualifying or  
8 promotional examinations. This shall include time required to complete any required interviews.

9 **Section 4.17. Organ Donor Leave.** Comprehensive leave eligible employees shall be  
10 granted leave for organ donation in accordance with King County Code 3.12.215, as amended.

11 **A.** Comprehensive leave eligible employees who are voluntarily participating as  
12 donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants,  
13 kidney transplants, or blood transfusions to take five days paid leave without having such leave  
14 charged to family leave, sick leave, vacation leave or leave of absence without pay, provided that the  
15 employee shall:

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

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

24 **3.** Time off from work for the purposes set out above for more than five  
25 working days shall be subject to existing leave policies under this Agreement.

## 26 **ARTICLE 5: RATES OF PAY**

### 27 **Section 5.1. Rates of Pay.**

28 **A.** Rates of pay for all classifications in the bargaining unit shall be paid in accordance

1 with Addendum A.

2           **B.** This bargaining unit uses steps 2, 4, 6, 8, and 10 of the King County Square Table,  
3 unless noted otherwise.

4           **C.** The appointing authority may place a newly hired employee at Step 2 upon hire, or  
5 a higher step when the Department director determines this action is warranted based on the criteria  
6 set forth in the Personnel Guidelines. Pay placement for employees being promoted, transferred, or  
7 demoted shall be determined by Article 5.3, 5.4, and 5.5 respectively.

8           **D.** After completion of probation, employees will progress to the next salary step.  
9 Thereafter, step increases will occur on each January 1st until the employee reaches the top of the  
10 salary range. All new hires will be hired at a minimum of Step 2.

11           **E.** The County shall not make any post-hire adjustments to employees' salary steps  
12 based on subsequent collective bargaining settlements or retroactive pay associated with other unions.

13           **Section 5.2. Top Step Merit Pay.** Employees who are at the top step of their salary range  
14 will be eligible annually for a merit increase of either two and one-half percent or five percent above  
15 the top step, at the County's discretion, in accordance with the King County Merit Pay Plan, as  
16 amended. Employees are eligible for the merit increase who have achieved a performance rating of  
17 "outstanding" (at least 4.25 on a scale of 1-5) or "High Performance" (there is no numerical scale for  
18 the EPAS rating system being implemented during the term of this Agreement) in two (2)  
19 consecutive years. An employee's performance rating and a decision to grant a merit increase is  
20 not subject to the grievance and arbitration provisions of Article 11.

21           **Section 5.3. Pay upon Promotion.** An employee who is promoted shall be placed at the  
22 nearest step in the new salary range which provides at least a five percent increase above the  
23 employee's previous rate of pay in effect at the time of the personnel action. The appointing authority  
24 may place the promoted employee at a higher step when the appointing authority determines this  
25 action is warranted based on the criteria set forth in the Personnel Guidelines and King County Code  
26 3.15.130, as amended. If the employee is receiving merit pay, such pay may be considered when  
27 determining the step in the new salary range. The new pay may not exceed five percent above Step  
28 10. This section is not applicable to a promotion that is a result of a reclassification.



**Section 5.4. Pay upon Transfer.** Employees who transfer to a position assigned the same pay range shall be placed at the step the employee received before the transfer. However, this step may not exceed the maximum of the new pay range except where the employee was receiving merit pay in their former position, in which case such pay may exceed the top step of the new range by no more than five percent.

**Section 5.5. Pay upon Demotion.** Employees who accept a voluntary demotion, or who are involuntarily demoted, or for those who are demoted to a classification the employee formerly occupied, shall be placed at the highest step in the new pay range that does not exceed the pay rate that the employee received before the demotion. If the employee is receiving merit pay, such pay shall be considered when determining the new pay and the new pay may not exceed five percent above Step 10.

**Section 5.6. Lead and Training Pay.** Employees who are assigned, in writing, by the director/designee to train employees and be responsible for their work product or to perform lead-worker duties over employees in the same classification, shall be compensated at a rate which is five percent greater than their base rate for all time so assigned.

**Section 5.7. General Wage Increase (GWI) and Cost-of-Living Increases (COLA).**

**A.** The wage rates for 2025 shall be the 2024 rates increased by the COLA. In addition, wage rates for 2025 will be increased by an additional one and one-half percent (1.5%) for a total of five and one-half percent (5.5%).

**B.** The wage rates for 2026 shall be the 2025 rates increased by the COLA effective January 1, 2026.

**C.** COLA adjustments will be 95 percent of the average growth rate of the six-prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied.

**D.** A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2024 year-over-year change is the percentage change in the June 2024 CPI-W compared to the June 2023

1 CPI-W. For example, the wage adjustment for January 1, 2025, shall be calculated as the average of  
2 the year-over-year percentages from the August 2023, October 2023, December 2023, February  
3 2024, April 2024, and June 2024 values of the CPI-W.

4 E. Regardless of the result calculated using this formula, the annual COLA shall not  
5 be more than four percent and shall not be less than two percent.

6 **Section 5.8. Deferred Compensation.** New employees will be automatically enrolled in the  
7 Deferred Compensation Program according to the following terms: Three percent of gross wages,  
8 inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with  
9 an option to also enroll in annual auto increases every January 1st. While the open enrollment  
10 process will default to the auto-enrollment for deferred compensation, employees have the option to  
11 “opt out” at any time during open enrollment. They may also opt out of the program at any other  
12 time after they have enrolled.

13 **Section 5.9. Step Progression.** Step progression between steps 2 and 10 will not be based on  
14 merit, performance, or performance evaluations.

## 15 **ARTICLE 6: HOURS OF WORK AND OVERTIME**

16 **Section 6.1. Work Schedule.** For hourly employees, the normal work week shall consist of  
17 five (5) consecutive workdays not to exceed eight (8) hours in a nine (9) hour period. The County  
18 and the Union agree that alternative work schedules may be established that are mutually agreed  
19 between the employee and their supervisor.

### 20 **Section 6.2. Overtime.**

21 A. Contractual daily overtime shall be paid to employees who work more than their  
22 regularly scheduled hours in a workday, inclusive of hours worked more than regularly scheduled  
23 work hours of an alternative work schedule, at the Contractual Overtime Rate in effect at the time the  
24 overtime work is performed.

25 B. Contractual weekly overtime shall be paid to employees for all hours worked in  
26 excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time  
27 the overtime work is performed.

28 C. The Contractual Overtime Rate for each overtime hour worked shall be one and

one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

**Section 6.3. FLSA Exempt Employees.** FLSA-exempt employees are covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy(s) and are expected to work the hours necessary to perform their jobs.

**Section 6.4. Compensatory Time.** Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by the supervisor.

**A.** Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the Department director may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Requests will not be unreasonably denied.

**B.** Employees will be paid in the pay period that includes December 31 for all accrued compensatory time not carried over into the following year.

**C.** Compensatory hours that have been carried over must be used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

**Section 6.5. Work Schedules.**

**A.** Alternative work schedules may be established in accordance with Executive Policy. When a supervisor establishes a schedule change or determines how to respond to an employee request for an alternative work schedule, they must consider the employee's childcare and other family and transportation needs in making the decision. If an alternative work schedule is established, the compensation provisions of Sections 6.2 and 6.3 of this Article, related to FLSA-eligible and FLSA-exempt employees remain applicable.

**B.** The supervisor will meet one-on-one with each employee requesting a flex schedule to understand the employee's need for the schedule before deciding to approve or reject to request.

1 C. A minimum of thirty (30) days' written notice to the employee must be given for a  
2 change in work schedule unless mutually agreed between the supervisor and employee. If the  
3 employee does not agree with the supervisor's work schedule decision, the employee may request in  
4 writing a review by the Division director. The Division director's decision is final and not grievable.

5 **Section 6.6. Work Sites.** The parties recognize the importance of regularly reporting to the  
6 assigned work site for the purposes of accomplishing work. However, an employee may request, and  
7 a supervisor may approve, an alternative work site for a limited period for the purpose of  
8 accommodating and balancing the individual needs of an employee and the business needs of the  
9 Department.

## 10 **ARTICLE 7: MISCELLANEOUS**

11 **Section 7.1. Telecommuting.** The County will administer employee requests for  
12 telecommuting in accordance with its policies, as amended. Requests for telecommuting  
13 arrangements by employees will not be unreasonably denied. If any request is denied it will be denied  
14 in writing and provide the business reason for the denial.

15 **Section 7.2. Equipment.** The County will provide all equipment and employees' personal  
16 foul weather gear to ensure safety and/or identification for employees based on requirements of their  
17 specific job duties. The County will continue to provide all safety-related equipment that is currently  
18 provided and/or required by law, including furniture and equipment designed to reduce the risk of  
19 injuries associated with positions in this bargaining unit.

20 **Section 7.3. Training.** The County may provide employees release time to attend training  
21 programs that will be beneficial to their job performance. Notice of all such training opportunities  
22 which the County deems appropriate will be made available to all employees in writing. If the  
23 County requires attendance at such training programs, the County will pay the expenses incurred.  
24 The County recognizes the benefit of training and will provide access to training opportunities for  
25 employees, within budgeted appropriations. Training may also include conferences, workshops and  
26 other professional networking opportunities.

27 **A.** An employee enrolled in a degree program that the County determines to be job-  
28 related may be eligible to receive reimbursement from the County for up to 50% of this program. An

1 employee who takes individual classes or courses which the director determines to be job-related may  
2 be eligible to receive reimbursement from the County for up to 100% of class fees or course fees.  
3 The decision to provide any reimbursement or initial course approval is solely based upon the  
4 County's discretion and is subject to financial constraints; however, the director shall assure that over  
5 time training opportunities are distributed equitably over the work unit.

6 **B.** The Labor-Management Committee established pursuant to Section 7.5 of this  
7 Article shall address the issue of non-traditional training.

#### 8 **Section 7.4. Transportation Benefits.**

9 **A.** Eligible employees will receive the transportation benefits provided in King  
10 County Code.

11 **B.** The Department will provide all retirees with bus passes at no cost in accordance  
12 with current practice and County ordinance. Further, any member of the bargaining unit who was  
13 entitled to a retiree bus pass prior to the January 1, 1996, merger with the County shall continue to be  
14 eligible for a retiree bus pass.

15 **Section 7.5. Joint Labor Management Committee.** The County and the Union agree to  
16 establish a joint labor-management committee (LMC) for the purpose of discussing matters or  
17 concerns of either party. Grievances, unfair labor practices, lawsuits and disciplinary matters are not  
18 appropriate subjects for discussion for the LMC. The County and the Union also understand that the  
19 LMC is not a substitute for bargaining and has no authority to amend the contract. Meetings will be  
20 held as needed and may be called by either party. The party requesting the meeting will be  
21 responsible for coordinating the meeting. The Union and County will co-chair the meeting and will  
22 determine the appropriate participants, not to exceed four (4) for either party.

23 **Section 7.6. Classification Specifications.** The County shall furnish the Union with specific  
24 classification specifications for classifications in the bargaining unit descriptive of the function, scope  
25 and complexity of the position and the knowledge, abilities and qualifications for the position. If the  
26 Union requests, the County will meet with the Union to review proposed modifications and revisions  
27 to the classification specifications and will negotiate impacts prior to implementation.

28 **Section 7.7. Home Free Guarantee.** The County will operate a program to provide

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

**Section 7.8. Meals in Declared Emergency.** In the event of a bona fide emergency which is declared by the County Executive, an employee will receive the meal per diem or appropriate meal for any time in which that employee is required because of the emergency to remain at work in excess of twelve (12) consecutive hours or is required to work in excess of eight hours on a day the employee was not scheduled to work. Expense receipts are not required for reimbursement.

**Section 7.9. Accidental Death Benefit – Criminal Assault.** The County provides special coverage in the event of a felonious assault for employees covered under the County's Accidental Death and Dismemberment Insurance Plan.

**Section 7.10. Inclement Weather.**

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

**1.** If a facility is closed by order of the County Executive due to inclement weather, employees scheduled to work will be paid their normal salary or hourly wage until such time as the facility is reopened, alternative worksites are arranged, or a reduction in force is implemented. Employees who previously requested and have been approved for time off (e.g., vacation, sick leave, compensatory time off, or leaves of absence) will have hours deducted from their accruals as approved.

Employees designated as first responders and mission critical employees who are unable to report to work will have their time charged to vacation, comp-time, or leave without pay unless the department director or designee determines that regular pay is warranted and waives the charging of the time missed.

**2.** When the Department director closes operations in the employee's work unit during the work day or orders employees to leave the premises because of safety concerns,

employees scheduled to work will be paid for the normally scheduled work day.

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

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

When the Department, office or facility remains open, but inclement weather conditions prevent an employee from reporting to work:

1. The employee will notify their supervisor of the absence as soon as possible.

2. The employee may request, and the supervisor may approve, the use of compensatory time, vacation time, or leave without pay to cover the absence. Sick leave may not be used in such instances except where appropriate under sick leave provisions of the King County Code, Personnel Guidelines and this Agreement.

**Section 7.11. Parking.** Employees are required to pay for parking at the employee parking rates established in the Coalition Labor Agreement for the Goat Hill and King Street Center garages.

**Section 7.12. After Hours Support (AHS).** AHS is off duty time during which hourly employees may be required to be on standby ready and able to report to work, called-out to report back to their workplace, or technical call out to work remotely through technological means and is not required to report back to the workplace.

**A. Standby.**

1. The director/designee will maintain a written list of all staff who have been designated for standby.

2. Employees will be given ten business days' notice, in writing, of their designation to standby, or of schedule changes.

3. Written notice may be waived by written mutual consent between director/designee and employee.

4. Standby schedules will be posted in a place visible to all employees in that work group.

1                   5. In instances where the Department, due to emergency or business reasons,  
2 must terminate or modify the standby schedule, the Department will provide as much notice of  
3 schedule change as practicable.

4                   6. Equipment: The Department will provide all assigned After Hours Support  
5 staff with a two-way electronic device when working After Hours Support.

6                   7. Employees will be paid ten percent of their base hourly rate for all hours on  
7 standby.

8                   **B. Physical Call-Out (PCO).**

9                   1. A minimum of four (4) hours at the overtime rate (inclusive of travel and  
10 time actually worked) shall be given for each call-out when the employee is required to report back to  
11 their workplace; except, if the PCO is within four hours of their shift start time, the employee will  
12 only be paid for the hours worked at the overtime rate. If the PCO exceeds the initial four hours, the  
13 hours worked shall be at the overtime rate of the employee's base hourly pay rate except if such time  
14 coincides with the employee's work shift in which case the employee will be paid their regular base  
15 hourly rate of pay.

16                  2. An employee who has a County vehicle and can report directly to a work  
17 location and is not required to report to their workplace, will be paid two hours of overtime. If the  
18 PCO exceeds the initial two hours, the hours worked will be paid at the overtime rate except if such  
19 time coincides with the employee's work shift, in which case the employee will be paid their regular  
20 base hourly rate of pay.

21                  3. Parking expenses shall be reimbursed on presentation of a receipt, if an  
22 employee is called out to a work location outside of the employee's regular working hours.

23                  **C. Technical Call-Out (TCO).** Employees will be paid a ten-minute minimum or  
24 the number of minutes worked, whichever is greater, at the appropriate overtime rate of pay.  
25 Subsequent call outs within the same ten-minute period will not receive additional compensation until  
26 after that period has expired. If an employee is called to perform a TCO and it is determined they will  
27 need to perform a PCO, the provisions for the PCO will prevail.

28                  **Section 7.13. Insured Benefits.** The County provides group medical, dental, vision,



1 disability, accidental death and dismemberment, and life insurance plans for regular, probationary,  
2 and term-limited temporary employees as provided under the terms of the JLMIC Benefits  
3 Agreement. The plan designs, plan features, cost co-share terms and other terms and conditions of the  
4 plans are negotiated by representatives of the County and labor organizations that are parties to the  
5 JLMIC. The parties agree to the JLMIC Benefits Agreement, as amended.

6       **Section 7.14. Reimbursement for Personal Transportation.** All employees who have been  
7 authorized to use their own transportation on County business shall be reimbursed at the rate  
8 established through ordinance by the County Council. The County provides coverage for liability to a  
9 third party, and property damage to an employee's personal vehicle, if the use of an employee's  
10 personal vehicle was authorized, they were not in violation of the law, and operating their personal  
11 vehicle within the course and scope of their employment.

## 12 **ARTICLE 8: TRANSFERS AND PROBATIONARY PERIOD**

13       **Section 8.1. Lateral Transfers.** Prior to filling a vacant position using an open competitive  
14 process, regular employees holding the same classification as that of the vacant position shall be  
15 given the opportunity to make a lateral transfer to the vacant position. This provision does not apply  
16 to Term-Limited Temporary (TLT) employees. Such lateral transfers shall be accomplished pursuant  
17 to the following procedure:

18               **A.** Notification of the vacancy shall be provided to all regular bargaining unit  
19 employees whose classification is the same as that of the vacant position and thus eligible for lateral  
20 transfer considerations. Employees expressing interest in lateral transfer shall not be required to  
21 complete skills or other testing.

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

24               **C.** Following the transfer process and prior to filling the vacant position using an  
25 open competitive process, the County will consider, but is not required, offering the position as a  
26 special duty assignment (SDA) to interested employees in the bargaining unit. If the County offers an  
27 SDA and none of the interested eligible bargaining unit employees are selected for the SDA  
28 opportunity, the position will be filled through the County's hiring processes.

1                   D. Interested eligible regular employees who are not selected through the lateral  
2 transfer process or special duty assignment opportunity may apply for the position during the  
3 competitive examination process which the County can initiate at any time.

4                   E. A regular employee who transfers to a position within the employee's same  
5 classification, pay range and department shall not be required to serve a probationary period unless the  
6 director of the Department of Human Resources/ designee, determines in writing, in advance of the  
7 transfer, that the essential functions of the new position are substantially different from those of the  
8 employee's previous position, taking into consideration: the specific duties of the position; the work  
9 setting; the skills, training, and experience needed; the level of available support and supervision; and  
10 any other factors the director/designee deems relevant.

11                   **Section 8.2. Probationary Period.**

12                   A. The applicable provisions of Personnel Guidelines, Duration of Probationary  
13 Period, shall apply, except as modified by this Section. The probationary period for a new employee  
14 or a newly promoted employee shall be six months. A probationary period may be extended up to a  
15 total period of 12 months. If a probationary period is to be extended, the Union must be notified and  
16 a written notice of the extension must be given to the employee. Notification shall be provided prior  
17 to the end of the probationary period.

18                   B. The County will provide probationary employees with at least one performance  
19 appraisal during the probationary period, ideally at the mid-point of the probationary period.

20                   C. If an employee's probationary period is extended because the director determines  
21 the employee has not received adequate and consistent supervision during the probationary period,  
22 the employee will receive a retroactive probationary step increase to the date the normal probationary  
23 period was completed upon obtaining regular status.

24                   D. An employee is "at will" during their probation and probationary terminations are  
25 not subject to the grievance and arbitration provisions of this Agreement.

26                   1. An employee who is terminated for unsatisfactory job-performance while  
27 on probation may, within 10 days of notice of the notice of termination, request a review of the  
28 circumstances with the Supervisor of Transit Employee Relations/designee, or with the immediate

1 supervisor of the individual who made the decision to terminate the employee. Any failure of the  
2 County to execute this review does not constitute a harmful error in the termination nor in any way  
3 does it create a right to grieve or arbitrate the decision.

4           **E.** If an employee was promoted from within the bargaining unit and fails to pass  
5 probation in the newly promoted position, they may revert back to their former position if it is vacant.  
6 If there is not a vacancy, the employee will be treated as a layoff candidate based on the employee's  
7 former position.

8           **F.** Employees who accept placement in a position in lieu of layoff after receiving a  
9 layoff notice are subject to probation as may be required under the Personnel Guidelines. However,  
10 the "at will" element of probation is not applicable to such employees. If it is determined during the  
11 probationary period that the employee is not qualified or cannot perform in a satisfactory manner, the  
12 employee will be transferred back to Career Support Services and considered for another placement  
13 within the County.

#### 14 **ARTICLE 9: EMPLOYEE RIGHTS AND JOB POSTINGS**

15           **Section 9.1.** The off-duty activities of employees shall not be cause for disciplinary action  
16 unless said activities are detrimental to the employee's work performance or the Department.

17           **Section 9.2.** If the County issues disciplinary action against a regular employee, the  
18 employee shall be apprised of their rights of appeal and representation.

19           **Section 9.3.** The employee and/or Union representative may examine the employee's  
20 personnel file(s) if the employee so authorizes in writing. Unauthorized persons shall not have access  
21 to employee files or other personal data relating to their employment, except as otherwise authorized  
22 by law.

23           **Section 9.4.** No employee shall be required to use equipment which is not in a safe condition.  
24 In the event an employee discovers or identifies unsafe equipment, they will immediately notify the  
25 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment  
26 or working conditions to their supervisor. Said equipment shall be repaired or replaced if the  
27 Department determines the equipment to be unsafe. When the Department determines the equipment  
28 to be safe, the employee will be advised.

**Section 9.5. Defense and Indemnification.** In accordance with King County Code, whenever an employee is named as a defendant in a civil or criminal action arising out of the performance of the employee's duties and is acting within the scope of employment, the County shall furnish counsel (or, solely at the County's discretion, reimburse the employee the cost of their private counsel) to represent the employee to a final determination of the action, without cost to the employee. To have the benefit of such legal representation and indemnification, the employee must have acted in good faith, with no reasonable cause to believe such conduct was unlawful, and within the scope of their County employment. All questions as to whether the employee is entitled to indemnification shall be decided by the chief civil deputy prosecuting attorney in accordance with King County Code, as amended.

**Section 9.6. Discipline.**

**A.** No regular employee shall be disciplined except for just cause. The County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature. It is understood that there may be egregious cases that may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require corrective action.

**B. Performance Improvement Plan (PIP).** Employees who are assigned a PIP shall be given a good faith opportunity to complete their PIP before any progressive discipline related to the PIP is issued to the employee, unless there are instances of misconduct or gross performance issues.

**C. Letters of Expectations/Memoranda of Counseling.** Letters of Expectations or Memoranda of Counseling shall not be included in personnel files but may be included in supervisor files with a copy to the Union.

**D.** Written reprimands, suspensions, demotions, or discharges must be given by registered or certified mail or personally with a written acknowledgment of receipt. Copies of all written reprimands, suspensions, demotions, or discharges shall concurrently be forwarded to the Union.

**E.** Letters of reprimand shall not be used for progressive discipline after a period of 18

1 months from the date of issuance, other than for purposes of showing notice; provided the employee  
2 has not been disciplined during the 18 months.

3           **F.** All time limits set forth in this Section that refer to working days, shall include  
4 Monday through Friday and exclude all County observed holidays.

5           **G.** Investigations will typically be completed within 90 calendar days after the  
6 director is made aware of a credible allegation of misconduct. The time to complete the investigation  
7 may be extended by the Department if another agency is investigating the event (e.g., police,  
8 Ombudsman) or if evidence necessary to complete the investigation is not reasonably available to  
9 complete the investigation during the 90calendar day investigation period. If the investigation is  
10 extended, the Department will notify the employee(s) under investigation and the Union and both will  
11 be provided with the basis for the extension and the expected date the investigation will be  
12 completed.

13           **H.** The County will normally issue written reprimands, notices of intent to suspend,  
14 demote or discharge within 30 calendar days following conclusion of the investigation.

15           **I.** Following the County's notice of intent to suspend, demote, or discharge, a  
16 Loudermill hearing will be offered to regular employees and a decision will normally be made within  
17 30 calendar days of the notice.

18           **Section 9.7. Equal Employment Opportunity.** The County and the Union shall not  
19 unlawfully discriminate against any individual employees with respect to compensation, terms,  
20 conditions or privileges of employment by reason of race, color, sex, religion, national origin,  
21 religious belief, marital status, age, sexual orientation, gender identity or expression, ancestry or the  
22 presence of any sensory, mental or physical handicap (SMPH) unless based on a bona fide  
23 occupational qualification reasonably necessary to the operations of the County, status as a family  
24 caregiver, military status or status as a veteran who was honorably discharged or who was discharged  
25 solely as a result of the person's sexual orientation or gender identity or expression. An employee  
26 who believes they have been discriminated against is encouraged to report their concerns in  
27 accordance with the County's Nondiscrimination, Anti-Harassment and Inappropriate Conduct  
28 Policy.

**Section 9.8. Job Postings.** Employees are encouraged to seek advancement within their specific work units, as well as within the County as a whole. All open regular and TLT positions that are represented by the Union shall be posted on the County website, for a minimum of 14 calendar days.

**A.** Special duty job postings will be consistent with Section 18.8. TLT positions will also be posted as special duty opportunities.

**B.** Regular and TLT employees that are represented by the Union who meet minimum qualifications and pass any required test for the position represented by the Union will be given a first interview, either by phone or in person, whichever is applicable in the process.

## **ARTICLE 10: PERFORMANCE APPRAISALS AND MEMOS**

**Section 10.1. Performance Appraisals and Memos.** Each regular and TLT employee will receive performance memos and appraisals as needed, but at least once per year.

The employee may appeal a performance appraisal pursuant to the Personnel Guidelines. Performance appraisals or memos are not grievable.

**Section 10.2. Personnel Records.** Material placed into the employee's files(s) relating to job performance or personal character shall be brought to their attention. The employee has the right to insert documentation into the file(s) that responds to such said material or to have placed in their personnel file rebuttals to any written communications from County managers or supervisors that has been placed into the file(s). Employees may request to have included in the personnel file any written documentation that reflects favorably on the employee's conduct or work quality. Nothing in this section shall prevent the County and the Union from reaching a mutually acceptable agreement regarding the removal or revision of personnel records as the result of a grievance settlement.

## **ARTICLE 11: GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES**

### **Section 11.1 Grievance Procedure.**

**A. Purpose.** The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

1                   **B. No Discrimination.** Employees will be unimpeded and free from restraint,  
2 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

3                   **C. Grievance Definition.** A grievance is defined as an allegation by either party to  
4 this Agreement that a violation of one or more terms of this Agreement has occurred.

5                   **D. Class Action Grievance.** Grievances that allege the same violation(s) of the  
6 Agreement, seeks the same remedy and involve more than one grievant shall, at the Union's request,  
7 be submitted at STEP 2 as a Class Action Grievance.

8                   **E. Exclusive Representative.** The Union will not be required to press employee  
9 grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition  
10 and/or settlement of any grievance, including hearings and final decision of any arbitrator, the Union  
11 will be the exclusive representative of the employee. However, if employees also have access to the  
12 Personnel Board for adjudicating disciplinary or reclassification grievances, selection by the  
13 employee of one procedure will preclude access to other procedures. If the employee chooses to  
14 access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision  
15 shall waive the Union's legal obligations for representation, unless the employee and Union mutually  
16 agree otherwise.

17                   **F. Access to Grievance Procedure.** Though employees will have no independent  
18 unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be  
19 presented to their supervisor. If the issue is not resolved, the Union may refer the grievance to STEP  
20 1.

21                   **G. STEP 1 - Supervisor/designee-** A grievance must be presented in writing by the  
22 shop steward or the Union representative within 30 calendar days of the occurrence or Union  
23 knowledge of such grievance. The grievance shall be presented to the employee's supervisor/  
24 designee and will describe the event or circumstances being grieved, the provision(s) of the  
25 Agreement(s) that have allegedly been violated and the remedy sought.

26                   1. The supervisor/designee will meet with the employee and Union  
27 representative to discuss the grievance within 15 calendar days of the receipt of the STEP 1  
28 grievance.

2. The supervisor/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.

3. If the Union does not pursue the grievance to STEP 2 within 15 calendar days after receiving the supervisor/designee's written decision, the grievance will be precluded from further appeal.

**H. STEP 2 - Director/designee-** The grievance may be presented in writing to the director for investigation, discussion, and written reply.

1. The director/designee will meet with the employee and Union to discuss the grievance within 15 calendar days of the receipt of the STEP 2 grievance.

2. The director/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.

3. If the Union does not pursue the grievance to STEP 3 within 15 calendar days after receiving the director's/designee's written decision, the grievance will be precluded from further appeal.

**I. STEP 3 - Office of Labor Relations -Labor Negotiator-**

1. The Labor Negotiator will meet and/or discuss the grievance with the Union within 15 calendar days of the receipt of the STEP 3 grievance.

2. The Labor Negotiator will issue a written decision to the employee and the Union within 15 calendar days following the meeting and/or discussion.

3. If the Union does not pursue the grievance to STEP 4 - Arbitration within 15 calendar days after receiving the Labor Negotiator's written decision, the grievance will be precluded from further appeal.

**J. STEP 4 - Arbitration** - Should the decision of the Labor Negotiator at STEP 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

**1. Selection Process.** The representatives for the parties will select a third disinterested party to serve as an arbitrator within 30 calendar days following either party's request for arbitration. If the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of 11 names furnished by Public Employment Relations



Commission (PERC) or Federal Mediation and Conciliation Services (FMCS). If the FMCS option is utilized, the parties shall request a list of arbitrators with their principal place of business in regions 1 or 2 only. The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine which panel is used and another coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

**2. Arbitrator's Authority Limited.** The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

**3. Arbitration Expenses.** The arbitrator's fee and expenses will be paid equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees of its representatives, including attorney's fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration and regardless of the subject matter of the dispute. Adverse County employee witnesses will be granted time off using their own paid leave whenever operationally feasible, with advance notice.

**4. Mediation.** If requested and mutually agreed, the parties may call in a mediator to assist the parties in resolving the dispute. The parties shall jointly select the mediator.

**5. Timelines.** Timelines under this Section may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step no grievance step may be bypassed. If the final calendar day falls on a Saturday, Sunday, County observed holiday or on a day the County is closed for business, the next following normal day of business will be considered the final calendar day.

**6. Grievances of Disciplinary Action.** Regular employees are subject to a just cause standard for discipline.

1 a. Grievances of disciplinary action involving suspension, demotion,  
2 or termination shall enter the grievance process at STEP 2.

3 b. No verbal, written performance, Letter of Expectations or  
4 Memoranda of Counseling or counseling documents shall be considered discipline that may be  
5 appealed under this Section.

6 c. The provisions of this Article will not apply to probationary,  
7 temporary, provisional and TLT employees if they are disciplined or discharged because said  
8 employees are “at will” and not covered by the “just cause” requirement of this Agreement.

9 **Section 11.2 Non-Contractual Dispute Resolution and Mediation.** The intent of this  
10 section is to provide employees and supervisors with a dispute resolution process for issues for which  
11 the grievance and arbitration processes do not apply. An employee who has a non-contractual  
12 dispute is encouraged to exercise their rights to pursue dispute resolution and, if mutually agreed to,  
13 use mediation to resolve the dispute.

14 To initiate this process, the employee will request a dispute resolution meeting with their  
15 immediate supervisor. The employee and their supervisor will then meet in an attempt to resolve the  
16 dispute. The supervisor may provide the employee with a written summary of the meeting and  
17 outcome.

18 If the dispute remains unresolved, the Union may, within 20 days of the employee’s receipt of  
19 the written summary, request mediation. The request for mediation will be made, in writing, to  
20 Transit Employee and Labor Relations.

## 21 **ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION**

22 The County and the Union agree that the public interest requires the efficient and  
23 uninterrupted performance of all County services. To this end, the Union will not cause or condone  
24 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned  
25 duties, or other interference with County functions by employees under this Agreement. If such  
26 interference should occur, however, the Union agrees to take immediate and appropriate steps to end  
27 such interference.

## 28 **ARTICLE 13: WAIVER, MODIFICATIONS AND SAVINGS**

1           **Section 13.1. Waiver.** The parties acknowledge that each has had the unlimited right within  
2 the law and the opportunity to make demands and proposals with respect to any matter deemed a  
3 proper subject for collective bargaining. The results of the exercise of that right and opportunity are  
4 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,  
5 each agrees to waive the right to oblige the other party to bargain with respect to any subject or  
6 matter not specifically referred to or covered in this Agreement. Unless otherwise agreed by the  
7 parties, all letters, agreements, and understandings in effect prior to the effective date of this  
8 Agreement are deemed null and void with the effective date of this Agreement.

9           **A. Modifications.** For the duration of this Agreement, the County and the Union  
10 may, with mutual consent, negotiate modifications, including additions, deletions, and changes, to the  
11 terms of this Agreement. No modification will become effective without a written agreement, signed  
12 by both the County and the Union, that defines the specifics of the modification, or by the decision of  
13 an interest arbitrator.

14           **Section 13.2. Savings.** Should any part hereof or any provision herein contained be rendered  
15 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by  
16 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this  
17 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such  
18 invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining  
19 parts or provisions shall remain in full force and effect.

## 20   **ARTICLE 14: UNION REPRESENTATION**

21           **Section 14.1.** Authorized representatives of the Union may, after notifying the County  
22 official in charge, visit the work location of employees covered by this Agreement at any reasonable  
23 time for the purpose of investigating grievances, and to conduct union business that is directly related  
24 to the administration of this Agreement. Such representatives shall limit their activities during such  
25 investigations to matters relating to this Agreement. Department work hours shall not be used by  
26 employees or Union representatives for the conduct of Union business or the promotion of Union  
27 affairs.

28           **Section 14.2.** Authorized representatives of the Union may have reasonable access to its

1 represented employees in County facilities for transmittal of information or representation purposes  
2 before and after work and during lunch breaks or other regular breaks as long as the work of the  
3 County employees and services to the public are unimpaired. Prior to contacting represented  
4 employees in County facilities, such authorized Union representatives shall make arrangements with  
5 the director. Where allowable and after prior arrangements have been made, the County shall make  
6 available to the Union meeting space, rooms, virtual meeting space, etc. for the purpose of  
7 conducting Union business, where such activities would not interfere with the normal work of the  
8 Department.

9       **Section 14.3.** The Union shall have the right to appoint stewards within sections, divisions,  
10 and locations where its represented employees are employed under the terms of this Agreement.  
11 Stewards shall see that the provisions of this Agreement are observed, and they shall be allowed  
12 reasonable time to perform these duties during regular working hours without suffering a loss of pay.  
13 Shop stewards must request release time from their work duties to perform steward duties during  
14 regular working hours. Paid release time, for purposes of this section, does not apply to participation  
15 in the LMC defined in Article 7.5 or contract or settlement negotiations.

16       **Section 14.4. Union Membership.**

17       **A.** Upon authorization by an individual employee to the Union, the County shall  
18 provide for payroll deductions of union dues, initiation fees, assessments, and other fees as certified  
19 by the Union including PAC (or similar funds).

20       **B.** The Union shall have the option to transmit to the County, by the cut-off  
21 date for each payroll period, the name and employee ID number of employees who have, since the  
22 previous payroll cut-off date, provided authorization for deduction of dues and/or PAC, or have  
23 changed their authorization for payroll deductions.

24       **C.** The County shall honor the terms and conditions of the Union  
25 membership and payroll deduction authorization(s).

26       **D.** The County, including its officers, supervisors, managers and/or agents, shall  
27 remain neutral on the issue of whether any bargaining unit employee should join the Union or  
28 otherwise participate in Union activities.

1                   E. An employee may revoke their authorization for payroll deductions of payments to  
2 their Union by written notice to the Union in accordance with the terms and conditions of their  
3 membership authorization. Every effort will be made to end the deductions effective on the first  
4 payroll, and not later than the second payroll, after receipt by the County of confirmation from the  
5 union that the terms of the employee's authorization regarding dues deduction revocation have been  
6 met.

7                   F. The County will refer all employee inquiries or communications regarding Union  
8 membership to the Union.

9                   G. The Union shall, only as to deductions made by members of its bargaining  
10 unit, indemnify, defend and save the County harmless against any claim, demand, suit or other form  
11 of liability asserted against it as it relates to such deductions. If requested by the Union in writing,  
12 the County will surrender any such claim, demand, suit or other form of liability to the Union for  
13 defense and resolution.

14           **Section 14.5. Bulletin Boards.** The County agrees to provide bulletin boards in areas  
15 accessible to the employees for the use of Union officers and stewards to post announcement of  
16 meetings, election of officers, and any other Union materials. No materials of a political nature can  
17 be posted.

18           **Section 14.6. Electronic Devices.** The County will permit Union officers and stewards the  
19 use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment  
20 to communicate regarding Union business related to the County. These communications will be  
21 consistent with state law and the County's Acceptable Use of Information Assets Policy, as amended.  
22 The communications and the use of the County's equipment and systems must be brief and  
23 infrequent. In no circumstance shall use of the County's equipment or systems interfere with County  
24 operations or result in additional expense to the County. The parties understand and agree there is no  
25 guarantee of privacy in the communications described herein and that such communications may be  
26 subject to disclosure under the Public Records Act.

27           **Section 14.7. Union Leave.**

28           A. Upon written application, a regular employee elected or appointed to a Union

1 office that requires all of their time shall be given a leave of absence without pay from work,  
2 normally not to exceed a period of five years. The employee shall not suffer a loss of bargaining unit  
3 seniority rights and shall accumulate the same during such leave. Leave may not be approved for  
4 more than one employee at a time from the Department.

5 **B.** A regular employee designated by the Union to serve on official Union business  
6 that requires a part of their time shall be given a leave of absence without pay from work, provided it  
7 can be done without detriment to Department services and at least 48 hours written notice is given to  
8 the Department. The employee shall not suffer a loss of bargaining unit seniority rights and shall  
9 accumulate the same during such leave.

10 **Section 14.8. Steward Training.**

11 **A.** During each year of this Agreement the Union's principal officer may request that  
12 Union stewards be provided with up to one workday of release time without loss of pay to participate  
13 in the steward training programs sponsored by the Union.

14 **B.** The Union shall submit to the Office of Labor Relations and the Department as far  
15 in advance as possible, but at least two weeks in advance, the names of those stewards who will be  
16 attending training. Time off for these purposes shall be approved in advance by the employee's  
17 supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or  
18 capricious reasons. When granting such requests, the Department will take into consideration  
19 operational needs.

20 **Section 14.9. New Employee Orientation (NEO) - Union Presentation.** The County  
21 agrees to allow the Unions to meet the new bargaining unit employees following hire. Approximately  
22 five working days before the Union meets with the employee during the NEO period, a list of names  
23 of employees who shall be attending shall be forwarded to the Union.

24 **Section 14.10. Release Time for New Employees.** The County shall provide each new  
25 bargaining unit employee with 30 minutes of paid release time to meet with the Union within the first  
26 month of employment.

27 **Section 14.11. Union Notification.** The County will supply the Union with the following  
28 information within approximately five working days of a new employee's date of hire or new Union

1 eligibility:

- 2           A.     First and last name
- 3           B.     USPS mail address
- 4           C.     Home phone or cell phone number (if the employee provides it)
- 5           D.     Work e-mail address
- 6           E.     Job classification/title
- 7           F.     Department
- 8           G.     Division
- 9           H.     Work location
- 10          I.     Date of hire
- 11          J.     Hourly or salary pay status
- 12          K.     Rate of pay
- 13          L.     FTE status (if applicable)
- 14          M.     Personal e-mail address (if the employee provides it)

15           **Section 14.12. Public Records Request.** When documents in an individual employee's  
16 personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records  
17 request, the Department will provide the employee notice of the request in advance of the intended  
18 release date. If the Department receives a public records request for personal information (RCW  
19 42.56.250(4)) for the entire membership of the Union working for the Department, the Department  
20 shall notify the Union as soon as possible and prior to the release of the information.

21 **ARTICLE 15: DONATED LEAVES**

22           **Section 15.1. No Solicitation.** All donations made under this Agreement are strictly  
23 voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other  
24 compensation or benefits in exchange for donation of leave hours.

25           **Section 15.2. Approval for Donations.** Donations require written approval from the  
26 comprehensive leave eligible donating and receiving employees' directors. If approved, the donated  
27 leave will be available the next full pay period after notification of the donation is received by Payroll  
28 from the Department of Human Resources (DHR).

**Section 15.3. No Cash Out of Donated Leave.** Donated leave hours are excluded from all payouts and restorations.

**Section 15.4. No accruals on donated leave.** Accrued leave will not accrue on donated leave as it is used.

**Section 15.5. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.**

**A.** The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave, executive leave, comp-time) to use donated leave.

**B.** The receiving employee can only use donated leave for KCFML and FMLA qualifying reasons.

**C.** The leave for which the employee is requesting donations must be for a prolonged absence. A prolonged absence is three or more consecutive days. An employee may use donated leave intermittently after the employee's prolonged absence if the conditions in A and B above are met.

**D. Vacation leave hours.** Except as provided under Section 15.8.B., the amount of donated vacation time cannot exceed the donating employee's leave accrual balance at the time of donation.

**E. Sick leave hours.** An employee is limited to donating a total of 25 hours of accrued sick leave per calendar year, provided the donating employee's leave balance will be 100 hours or more following the donation.

**Section 15.6. Calculation of Donated Leave.** All donated leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received and placed in the receiving employee's donated leave bank.

**Section 15.7. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee Donations.**

**A.** A comprehensive leave eligible employee may donate a portion of their accrued leave hours, as provided under Subsections 15.5 D. and E. above, to another comprehensive leave



1 eligible employee.

2                   **B. Donation limits**, as provided under Subsections 15.5.D. and E. above, are exclusive  
3 of donations to the Emergency Medical Leave Fund under 15.8.

4                   **C. No Reversion of Donated Leave.** Donated leave hours remain with the recipient  
5 and do not revert to the donor.

6                   **Section 15.8. Comprehensive Leave Eligible Employee donations to an Emergency**  
7 **Medical Leave Fund.**

8                   **A.** An emergency medical leave donation program shall be activated or deactivated at  
9 the County’s discretion based on the County’s current need for such a program. When active,  
10 comprehensive leave eligible employee may donate a portion of their accrued leave hours (i.e.,  
11 vacation leave, sick leave) to an “Emergency Medical Leave Fund” (Fund) that is managed by DHR.  
12 The County will provide 30-day written notice to the Union when the program will be deactivated or  
13 reactivated.

14                   **B. Donation of Vacation hours.** An employee is limited to donating 80 hours of  
15 accrued vacation per calendar year to this Fund unless the employee’s department director approves a  
16 greater amount.

17                   **C. Process and Conditions to receive hours from the Emergency Medical Leave**  
18 **Fund.**

19                               1. The comprehensive leave eligible employee must submit a request to DHR  
20 for hours.

21                               2. The maximum donation an employee can receive up to 80 hours based on  
22 the employee’s normally scheduled hours during the biweekly pay period, prorated for part-time  
23 employees.

24                               3. Hours will be distributed on a first come first serve basis and only awarded  
25 prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay  
26 status).

27                               4. Given there is only a finite number of dollars in the Emergency Medical  
28 Leave Fund, there is no guarantee that hours will be awarded.

1                   **D. No reversion of donated leave.** Donated hours not used by the donee within 60  
2 calendar days of being awarded will be returned to the Emergency Medical Leave Fund and do not  
3 revert to the donor.

4                   **Section 15.9. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**

5 The executive may implement a process providing the opportunity for comprehensive leave eligible  
6 employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash  
7 donation. This process is pursuant to KCC 3.12.222, as amended.

8                   **Section 15.10. Donation to an Account or Program to Benefit Children of Deceased**

9 **Employee.** If an employee dies during employment, the executive may implement a process  
10 providing a one-time opportunity to allow comprehensive leave eligible employees to convert either  
11 accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of  
12 the deceased employee who are under 23 years old at the time of the employee's death. This process  
13 is pursuant to KCC 3.12.224, as amended.

14 **ARTICLE 16: REDUCTION IN FORCE**

15                   **Section 16.1. Pre-Layoff Process.**

16                   **A.** When a reduction in force is anticipated for career service positions represented  
17 under this Agreement, the County will notify the Union at least thirty (30) days prior to the decision  
18 to eliminate a position that will result in an employee being laid off. Upon request, the County will  
19 meet with the Union Representative to identify the number of employees in this bargaining unit that  
20 the County is anticipating for layoff. The County will demonstrate that all probationary employees,  
21 interns, temporary, and term-limited employees that perform similar professional and technical work  
22 in the same classification will end employment prior to the layoff of career service employees of this  
23 bargaining unit. The County and the Union shall jointly endeavor to find ways to minimize or  
24 eliminate the number of career service employees who must be laid off (*e.g.*, reassign employees to  
25 vacant positions, locate temporary placement in other departments, encourage leaves of absence, or  
26 allow job-sharing).

27                   **B.** When the elimination of a career service position will result in an employee being  
28 laid off, the employee will be placed in an available vacant career service position for which they are

1 qualified.

2           C. When the elimination of a career service position shall result in an employee being  
3 laid off, the employee shall be selected by inverse seniority within the same classification within a  
4 Department. An employee subject to layoff who is not placed in a vacant career service position may  
5 bump the least senior employee in the same classification within the Department, provided the  
6 employee who elects to bump has more seniority.

7           Employees who bump into a new position will serve a probationary period in the new  
8 position. If the employee does not successfully complete the probationary period, they are no longer  
9 able to exercise bumping rights and will be terminated from employment. The employee will be  
10 referred to Career Support Services and be eligible for possible placement in another County position.

11           **Section 16.2. Notice.** When the elimination of a position shall result in an employee being  
12 laid off, the County shall provide written notice to the Union and the affected employee at least 30  
13 calendar days prior to the effective date of the layoff.

14           **Section 16.3. Recall Rights.**

15           A. All career service bargaining unit employees who are laid off, whose hours of  
16 work are reduced involuntarily or who accept a position with a lower pay range in lieu of layoff, shall  
17 be placed on the layoff recall list for two years in the County's Layoff/Recall Program from the date  
18 of layoff. Refusal to accept re-employment in a position with a lower salary range or with fewer  
19 working hours than the employee held at the time of layoff shall not be cause for removal from the  
20 recall list.

21           B. When a laid-off employee applies for, or is referred to, a bargaining unit position  
22 and such employee is unsuccessful in obtaining the position, the employee will be provided with the  
23 rationale for their non-selection, interview and test scores, and other documentation used to make the  
24 determination.

25           C. An employee who is recalled from layoff will have all unpaid sick leave balances  
26 restored.

27           **Section 16.4. Seniority Defined.**

28           A. Seniority shall be defined as the date when the employee first began working in a

1 bargaining unit position currently covered or would have been covered by this Agreement. The  
2 County is responsible for providing the Union with complete, accurate, pertinent, and timely  
3 information to assist the Union in identifying the seniority date. Failure to provide this information is  
4 grievable. All questions or issues pertaining to a represented employee's seniority will be settled by  
5 the Union. The Union determined seniority date cannot be grieved.

6           **B.** Time worked as a temporary, in an Administrative Support or Rideshare  
7 bargaining unit classification, shall be counted, provided there is no break in service, as determined  
8 by the Union. Seniority will be adjusted for all time more than 30 continuous days, when not in pay  
9 status.

10           **C.** An employee who is granted a voluntary leave of one year or less or who resigns  
11 from County employment for education or professional development or is laid off and is rehired  
12 within two years or less maintains their seniority date. However, if said employee is gone for more  
13 than the above allotted time, upon return to the bargaining unit, they will receive a new seniority date  
14 reflecting the date of hire.

15           **D. Special Duty Seniority.**

16           An employee who is not a represented employee of the bargaining unit and is working in a  
17 special duty assignment in a bargaining unit position who is hired permanently to that position shall  
18 have their seniority date reflect the start date of the special duty assignment.

19           **Section 16.5. Term-Limited Temporary (TLT) Employees.** The provisions of this Article  
20 do not apply to TLTs.

21           **ARTICLE 17: SUPPORTED EMPLOYMENT PROGRAM**

22           **Section 17.1.** Supported employees performing bargaining unit work will be covered by the  
23 terms of this Agreement. Supported employee classifications and assigned wage ranges have been  
24 established in the County's classification system\* and are accreted in this Agreement. Any contract  
25 terms identified by either party that conflicts with the needs of the program will be discussed or  
26 bargained as appropriate in an expedited manner. With respect to any contract "bumping" rights  
27 under a reduction in force article, only those in supported employee classifications may bump others  
28 in supported employee classifications. Additionally, because the jobs are tailored to individuals'

1 abilities and experience, the program manager and the Department of Human Resources director  
2 must review and approve any bumping decisions and notify the appropriate Union of the decision.

3       **Section 17.2.** Though the job duties of a supported employee may cross job classifications,  
4 bargaining units and/or Union jurisdiction boundaries, no Public Employment Relations Commission  
5 (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work  
6 assigned to a supported employee or allegations of bargaining unit work “skimming.” The parties  
7 understand that the process used to assign duties will reflect a “customized employment process”  
8 wherein job duties may be “carved” from various assignments and places to create a single supported  
9 employee assignment. Because a key component to a successful program includes flexibility in  
10 assigning job duties based on operational need and employee growth, as well as the ability to increase  
11 responsibility as skills grow, duties will vary and may change over time. For this reason, the parties  
12 to this Agreement expressly waive the legal right to file PERC ULP complaints or grievances  
13 regarding bargaining unit “skimming” by supported employees. Should these “carved” duties no  
14 longer be assigned to a supported employee, said duties will revert to the bargaining units where they  
15 originated.

16       **Section 17.3.** Supported employees will be represented and pay dues, as appropriate, to the  
17 Union representing the majority of the work assigned. If there is no clear majority, the Union  
18 representing the plurality of the work assigned will represent the employee. Should a party to this  
19 Agreement (County or Union) contest the Union representation assigned to a position, that party will  
20 notify the other party (County or Union) and they will meet to discuss the dispute. Issues, concerns  
21 or disputes regarding the representation of bargaining unit work assigned to supported employees will  
22 be discussed by the Union jointly with the program manager and the appropriate Office of Labor  
23 Relations labor negotiator. Employees will be allowed and expected to continue performing their  
24 duties, newly identified and/or previously assigned, while the dispute is discussed. The parties may  
25 involve a mediator to help them discuss and resolve disputes. An unresolved dispute will be  
26 presented to a PERC mediator selected by the parties. This process will be completed in an expedited  
27 manner. An employee’s job coach may be included in discussions about represented bargaining unit  
28 work that has been assigned.

**Section 17.4.** The parties acknowledge the possibility that a supported employee may be assigned to perform work that is currently non-represented. If, however, the employee is assigned both non-represented and represented work, the employee will be treated as represented, as long as the duties that are represented are not a de minimis portion of the duties as a whole. This is without prejudice to the fact that the non-represented duties remain non-represented.

\* Supported Employment Classifications include Supported Employment Program (SEP) Associate I (#4220100) - KC Squared Table Wage Range 25; SEP Associate II (#4220200) - KC Squared Table Wage Range 30; SEP Associate III (#4220300) - KC Squared Table Wage Range 33; and SEP Park Specialist (#4220000) - KC Squared Table Wage Range 35.

**ARTICLE 18: RECLASSIFICATION AND OUT OF CLASS WORK**

**Section 18.1. Reclassification and Resulting Pay.** The Department, an employee or a group of employees may request their position to be reclassified. Temporary and TLT employees may not request position reclassification, but TLT employees may be reclassified as part of a group classification as described in section 18.1.C, below. Except if appealed pursuant to section 18.4.B., all reclassification requests will be completed within twelve months of being submitted by the employee(s).

**A. Reasons for Filing a Reclassification Request.**

1. An employee's position is not assigned to the appropriate job classification, or
2. A significant or gradual change in an employee's on-going duties or responsibilities over a period of at least one-year, or
3. Reorganization or County Council action causes the duties of a position to change.

**B. Eligibility Limits:** An employee is not eligible to submit a reclassification request

1. If it has been less than 12 months since the date of a previous classification determination for the position, or
2. the employee is on probation, or
3. the employee is on a Performance Improvement Plan, or

4. the employee is asking for a reclassification for a special duty or temporary position.

**C. Group Reclassification Requests:** A group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division; this can include TLT employees, provided the group includes at least one regular employee. The Department of Human Resources (DHR) will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this section prevents an individual employee from exercising their Section 18.4.A rights under this Article 18.4 Reconsideration of a Classification Decision.

**Section 18.2. Effective Date of Reclassification, Pay, and FLSA Status.**

**A. Implementation of a Classification Decision.** The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, as applicable.

**B.** The table below summarizes the effective date and resulting pay when an employee's position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at Compensation and Classification Services in the DHR.	1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded.  Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.  If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top

		upon reclassification.
Same pay grade	Start of the pay period following receipt of the completed reclassification request form at Compensation and Classification Services in the DHR.	<p>The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.</p> <p>Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, the employee will continue to receive merit-over-top.</p>
Lower pay grade	Start of pay period at least 30 calendar days after notification of the classification determination from the DHR.	<p>Highest step in the new pay range that does not exceed the current pay rate.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>

### C. FLSA Status Change Upon Reclassification

1. When an employee's position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.

2. When an employee's position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

3. When an employee's position is reclassified from a FLSA non-exempt classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued compensatory time and if reclassified to an executive leave eligible position, will be eligible to receive executive leave in accordance with the terms of the Agreement or policy.



**Section 18.3. Probation Upon Reclassification.** There shall be no probationary period following a reclassification.

**Section 18.4. Reconsideration of a Classification Decision.**

**A. Request for Reconsideration.** A regular employee or a group of regular employees has 30 consecutive calendar days to submit a request for reconsideration of a classification decision to DHR. Employees without email, will be asked to verify receipt of a paper copy of the decision, and will have 30 consecutive calendar days from the date of receipt. A regular employee must request reconsideration prior to filing a grievance or an appeal to the Personnel Board. Failure to request reconsideration to DHR in 30 consecutive calendar days shall be considered as acceptance of the reclassification decision. A group of regular employees may fill out one request for all included individuals, or one or more of the regular employees may submit individual requests for reconsideration. TLTs may request reconsideration only if they are a member of group reclassification request filed by regular employees that is requesting reconsideration.

**B. Appeal of a Classification Reconsideration Decision.**

**1.** A regular employee or a group of regular employees may appeal the reconsideration decision through the grievance process under Article 11.1, submitted at Step-4 Arbitration, or to the Personnel Board, but not both. If the group appeal includes a TLT, the decision effecting the regular employees shall also be applied to the TLT. The appeal shall be filed in writing to the appropriate agency with a copy to the DHR director.

**2.** A regular employee or a group of regular employees has 30 consecutive calendar days to appeal the reconsideration decision. If the appeal is made through the grievance process, timelines are pursuant to those set forth in Article 11.1. The timeline would begin from the date of the verification of receipt outlined in Section 18.4 above. The regular employee, group of regular employees and the County may only present classifications that are active at the time of the hearing to the arbitrator or the Personnel Board.

**3.** Failure to submit an appeal within 30 consecutive calendar days shall be considered as acceptance of the reconsideration decision.

1                   4. When an employee is no longer in the position for which the employee is  
2 seeking reclassification, the Department of Human Resources shall cancel the employee's  
3 reclassification request, reconsideration and/or appeal, and the request will be precluded from further  
4 processing. However, if the employee was a member of a group reclassification request, the  
5 employee is eligible for any compensation the group receives up to the date the employee is no longer  
6 in the position and the employee's reclass is cancelled as provided herein.

7                   **C. Notification of Reclassifications and Requests.** The Union shall be notified of  
8 reclassification requests and/or decisions impacting their bargaining unit, via the monthly report  
9 provided by DHR.

10               **Section 18.5. Working-Out-Of-Classification (WOC).** WOC occurs when an employee in  
11 a regular position is temporarily assigned the duties of a higher paid classification for less than 30  
12 consecutive calendar days. Employees WOC may not be required to perform all the responsibilities  
13 of the higher-level classification, and therefore may continue to perform some of the responsibilities  
14 of their base position.

15               **A.** WOC assignments must occur in full workday/shift increments. The employee will  
16 receive a five percent pay premium for each full workday/shift of WOC. Any overtime earned while  
17 WOC will include the 5% premium. Paid leave (e.g. vacation, sick, executive leave, bereavement)  
18 while WOC shall be at the rate of the employee's base position (without the five percent pay  
19 premium).

20               **B.** If a WOC assignment exceeds 29 consecutive calendar days, the assignment will  
21 be converted prospectively to a special duty assignment.

22               **Section 18.6. Special Duty Definitions.**

23               **A. Special Duty Assignment.** When an employee in a regular position is temporarily  
24 assigned to an existing classification, and the duties comprise the majority of the work performed for  
25 a minimum of 30 consecutive calendar days.

- 26                   1. Temporary employees are not eligible for special duty assignments.  
27                   2. Base Position – The employee's underlying position while on special duty  
28 assignment.

1 3. Base Union – The Union that represents the employee’s base position.

2 4. Acting Union – The Union that represents the special duty position or body  
3 of work.

4 **Section 18.7. Special Duty Duration.**

5 A. Depending on the type of special duty assignment needed, an assignment may be  
6 made for a minimum of 30 consecutive calendar days and a maximum of five years, as outlined in the  
7 following circumstances:

8 1. 30 consecutive days to 12 Months – Shall be approved by the director/  
9 designee to provide additional staffing:

10 a. Due to work that exceeds either the volume and/or complexity of  
11 what is routine and is for a limited duration.

12 b. Due to unforeseen work caused by unique circumstances, which are  
13 not expected to reoccur.

14 c. Needed to either develop and/or implement, a new function, system,  
15 or proposal.

16 d. To backfill for a vacant regular position.

17 2. Up to Three Years – Shall be approved by the director of DHR/designee:

18 a. To perform a significant or substantial body of work such as a non-  
19 routine project or related to the initiation or cessation of a county function, project or department.

20 3. Up to Five Years - Shall be approved by the director of DHR/designee:

21 a. To backfill a regular position, when:

22 1) An employee is absent because of an extended leave of  
23 absence for a medical reason;

24 2) An employee is absent because of military service; or

25 3) An employee is absent because of a special duty or other  
26 assignment.

27 b. To staff or backfill staff on a clearly defined grant-funded, capital  
28 improvement, or information systems technology project.

1                   B. FLSA-exempt special duty assignments shall be made in full-workweek  
2 increments, from Saturday through Friday.

3                   C. An employee's special duty assignment will end when the Department becomes  
4 aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion of a  
5 30-day absence, whichever occurs first.

6                   **Section 18.8. Special Duty Recruitment.** Special duty assignments shall be posted, and a  
7 selection process will be conducted for special duty assignments. Notice shall be provided to the  
8 affected work group or Department if appropriate, at least ten days prior to filling the position.

9                   A. The Department reserves the right to fill with a working-out-of-class assignment,  
10 as provided under Section 18.5, while conducting a selection process.

11                   B. If an employee is hired into a regular position and served in a special duty position  
12 doing the same or substantially similar work of the regular position within one year of that hire, the  
13 employee shall receive credit towards the employee's probationary period for the time served in the  
14 special duty position. If the time served in that special duty position was longer than the required  
15 probationary period, the employee's probationary period shall be considered served.

16                   **Section 18.9. Special Duty Pay.**

17                   A. An employee on special duty assignment that has a higher top step rate of pay will  
18 be placed at the first step of the special duty classification pay range or be paid a flat five percent  
19 above the employee's base rate of pay, whichever is higher.

20                   B. If an employee's pay in their base position includes merit over top pay for the  
21 employee's special duty assignment is calculated after applying the base merit pay amount and may  
22 result in merit-over-top pay while in special duty. Employees on special duty assignment will receive  
23 annual performance appraisals in their base position. The performance appraisal must continue to  
24 support eligibility to re-earn merit-over-top in their base position in order for merit-over-top pay to  
25 continue being included in the special duty pay each year.

26                   C. An employee on special duty will continue to advance through the wage steps of  
27 their base pay range while on special duty. If the employee is at their top step in the base  
28 classification, the employee will advance to the next step of the special duty classification.

**D.** Special duty pay shall not be considered part of an employee's base pay rate for purposes of pay rate determination for promotion or reclassification, cash-out of vacation, or sick leave, or vacation or sick leave donations. If an employee who served in the special duty assignment is hired into the position, step placement on promotion into a special duty classified position shall be the first step of the position that does not result in a loss of pay the employee was paid when working the special duty position not to exceed Step 10 unless the promoted employee earned merit and continues to be eligible to re-earn merit; however, the appointing authority may place the promoted employee at a higher step when the appointing authority determines this action is warranted based on the criteria set forth in the Personnel Guidelines and King County Code 3.15.130, as amended.

**E.** If the special duty assignment is FLSA non-exempt, the employee's special duty pay will be used for the computation of overtime and compensatory time.

**F.** When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee is eligible to receive under the terms of their base Agreement.

**G.** Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to their base position. Contractual provisions relating to the base position (e.g., reduction in force, and seniority) shall continue to apply during the special duty assignment.

**Section 18.10. Paid Leave While on Special Duty.** Paid leave taken while on a special duty assignment shall be at the employee's special duty pay rate.

**Section 18.11. FLSA Status Change While on Special Duty.** Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment pursuant to the terms of

	out prior to starting a special duty assignment that is FLSA exempt.	the Agreement covering the special duty position.  Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	Employees are eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. The executive leave award is in accordance with the terms of the Special Duty Agreement or Policy.  The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out or carried over to the next calendar year.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out or carried over the next calendar year.

**Section 18.12. Seniority Accrual While on Special Duty.** An employee on special duty will continue to accrue seniority in their base classification.

## **ARTICLE 19: TERM-LIMITED TEMPORARY EMPLOYEES AND CONTRACTING OUT**

**Section 19.1. Term-Limited Employees.** TLT employees shall be eligible for all of the rights, benefits, and responsibilities enumerated in this collective bargaining agreement, with the following exclusions. TLTs will not become career service employees following a probationary period. The employment of TLT employees is on an at-will basis. All terms and conditions of employment not addressed in this Agreement are covered by the King County Code and Personnel Guidelines. TLT employees will not be used to supplant regular full-time equivalent (FTE) or career service positions.

**Section 19.2. Contracting Out.** The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency or to augment the workforce on a short-term, temporary basis. Except for an emergency, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

**ARTICLE 20: DURATION**

This Agreement and each of its provisions shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2025, through December 31, 2026.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: \_\_\_\_\_

King County Executive

For Professional and Technical Employees, Local 17:



Karen Estevenin  
Executive Director



Regan McBride  
Union Representative

**cba Code: 047**

**Union Code: C2**

**Addendum A**

**Transit Administrative Support Employees Bargaining Unit, Metro Transit Department  
Wages**

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range</b>
4201600	421601	Transit Administrative Support Specialist I	37
4201700	421701	Transit Administrative Support Specialist II	41
4201800	421801	Transit Administrative Support Specialist III	45
2151100	207110	Payroll Specialist	44
2281000	228200	Transit Warranty Claims Analyst	48
4101100	411107	Fiscal Specialist I	34
4101200	411207	Fiscal Specialist II	40
4101300	411314	Fiscal Specialist III	44
4322100	435101	Transit Customer Service Specialist	42

All job classifications in Addendum A are paid on the King County "Squared" Pay Schedule.

Employees move through the steps in the King County “Squared” pay ranges pursuant to Article 5.1.D. Wage tables are available upon request to Transit Human Resources or the Department of Human Resources.



**Addendum B**  
**Cross-Jurisdictional Special Duty Assignments**

**1. King County Notification:** The County will provide the union with a monthly list of all cross-jurisdictional SD assignments approved for a duration of greater than six months.

**2. Pay Progression in SD Assignments:** Step progression is governed by the terms of the base union's collective bargaining agreement (CBA), Coalition Labor Agreement (CLA), or personnel policies if the assignment is in a non-represented position, as appropriate. Although current practice regarding pay progression in special duty assignments is not changed by this Agreement.

**3. Payment of Union Dues:**

**a. For assignments limited in duration to six months or less,** the employee shall continue to be represented by the base union and continue to pay dues to the union representing the employee's base classification.

**b. For assignments greater than six months in duration,** the employee will temporarily cease paying dues to the base union and will pay dues to the union representing the assignment (special duty union). Dues payment shall be consistent with this Agreement, from the time the employee is placed in the assignment until the employee returns to their regular assignment. In this circumstance, the employee will not pay dues to the base union during the assignment, unless the employee chooses to pay dues to both unions. The participating unions shall waive initiation fees. If the assignment is initially approved for six months or less, but is extended beyond six months, the employee will begin paying dues to the special duty union once the assignment extends beyond six months.

**c. For assignments wherein a non-represented employee is assigned to a position that is represented,** the same rules as in a and b will apply.

**d. For assignments wherein a represented employee is assigned to a position that is not represented,** the employee will continue to pay dues to and be represented by the base union as provided under the following sections.

**4. Standing and Seniority:** Members will remain "in good standing" consistent with the Local Union Bylaws when dues payments are waived by the base union due to an assignment which exceeds six months. Employees' seniority rights and standing with their base unions will be governed by the relevant base union's CBA.

1       **5. Duty of Representation:** The union agrees that, should a representational need arise  
2 during the assignment, all representational obligations will lie with the union to which the member is  
3 working in an assignment; except, the base union will continue to be responsible for representation in  
4 the areas of seniority, layoff and bumping, and discipline. In cases where a represented employee is  
5 assigned to an assignment in a position that is not represented, the employee will continue to be  
6 represented by the base union in the areas of seniority, layoff and bumping, and discipline. The  
7 union that represents the assignment will represent the employee in all other areas including, but not  
8 limited to, wages and working conditions. An employee working in a non-represented assignment  
9 will be governed by the personnel policies.

10       **6. Grievance:** Cross-jurisdictional union issues are not grievable under either the base  
11 union's or the special duty union's CBA. If there is a dispute between the unions or between the  
12 employee and union(s) about dues, the unions will work to resolve the dispute and will involve the  
13 King County Alternative Dispute Resolution (ADR) Program or the Public Employment Relations  
14 Commission (PERC), as necessary.

15       **7. Union Pension Trusts:**

16       **A.** When an employee who is covered by a pension plan is assigned to a special duty  
17 assignment outside of the bargaining unit, their wage reductions/contributions to the pension shall  
18 cease. The exception shall be when an employee is assigned to work in a bargaining unit that also  
19 provides for a pension plan, in which case the employee will pay into the pension at the negotiated  
20 rate for that bargaining unit. The employee's wage reductions/contributions to the pension shall  
21 resume when the employee is restored to their position within the bargaining unit.

22       **B.** When an employee who is not covered by a pension plan is assigned to a special duty  
23 assignment in a bargaining unit that is covered by pension benefits, the employee shall not be eligible  
24 for trust contributions. If the employee eventually hires into the special duty job as a regular  
25 employee, they shall be eligible for pension benefits on a prospective basis.

26       **C.** The pension trust contributions of an employee assigned to a special duty assignment,  
27 whose base assignment or special duty assignment is eligible for Western Conference of Teamsters  
28 Local 117 pension trust participation under the applicable CBA, will be governed by the terms of the  
applicable Memorandum of Agreement (000U0110\_Local 117) between King County and Teamsters  
Local 117 that outlines the requirements for pension trust employee payments/participation for the  
bargaining unit.