



King County

Metropolitan King County Council Transportation, Economy, and Environment Committee

STAFF REPORT

Agenda Item No.:	10	Date:	30 April 2013
Proposed No.:	2013-0191	Prepared by:	Nick Wagner
Invited:	David Levin, Labor Negotiator, Office of Labor Relations Tracey A. Thompson, Secretary-Treasurer, International Brotherhood of Teamsters, Local 117		

SUBJECT

An ordinance adopting a collective bargaining agreement between King County and the International Brotherhood of Teamsters, Local 117, covering 12 employees in the Transit Division of the Department of Transportation.

SUMMARY

Proposed Ordinance 2013-0191 (Att. 1 to this staff report) would approve a collective bargaining agreement (CBA) between King County and the International Brotherhood of Teamsters, Local 117. The CBA (Att. 1-A) covers 12 employees in the Transit Division of the Department of Transportation.

1. Term of the CBA

The CBA covers the three-year period from 1 January 2012 through 31 December 2014. (CBA Article 25, Att. 1-A, p. 35)¹

2. The Bargaining Unit

The 12 employees in this bargaining unit are in the following classifications (Att. 1-B):

- Transit Engineer V
- Transit Engineer VI
- Capital Projects Managing Supervisor
- Real Estate, Land Use and Environmental Planning Supervisor

As described in the Executive's transmittal letter (Att. 4), these employees constitute the supervisory tier of employees in Metro Transit's Design and Construction

¹ Throughout this staff report page numbers refer to the pages of the specific attachment.

Services Section.² They supervise engineers, project and construction managers, and project control, real estate, environmental, permit, and administrative staff. The supervised employees are responsible for:

- Planning, design, and construction of new facilities and upgrades to existing facilities that support providing transit service to the public³;
- Providing technical support on a variety of engineering issues;
- Managing Transit properties;
- Providing environmental documentation on Transit projects; and
- Managing the associated accounting and contract procurement activities to deliver the work.

CHANGED CONTRACT PROVISIONS

The only substantial changes in the proposed new CBA are described below.

1. COLAs

This group of employees was one of the last to secure a 2011 cost-of-living adjustment (COLA) before the County negotiated a zero COLA for 2011 with the vast majority of County employees. In the spirit of the COLA negotiations of 2009, these employees agreed in principle to “give back” their 2011 COLA, but they also believed that they were underpaid in relation to the relevant labor market and on that basis should receive a pay increase. With the help of a mediator from the Public Employment Relations Commission (“PERC”), the parties were able to negotiate an agreement that essentially offset the COLA “give-back” against a negotiated market adjustment: these employees agreed that the two percent COLA that they received in 2011 was approximately equal to a sufficient market adjustment. As a result, this bargaining unit will receive a compensation increase for 2012 that amounts to approximately the same percentage as the COLA that most other County employees received in 2012. For 2013 and 2014, this bargaining unit will receive the same COLAs as other County employees, as described in the table below:

Year	Basis for Adjustment	Increase⁴
2012	Market adjustment of compensation	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.00%

² The Executive describes the section as “essentially an in-house engineering and architecture firm that provides support for Metro’s construction projects.” (Att. 4: Transmittal letter)

³ These include facilities on the seven transit bases, passenger facilities (such as transit centers, bus stop improvements, park-and-ride lots, and garages), and trolley overhead wiring

⁴ The COLA percentages are based on the Fiscal Note (Att. 5). The percentage listed for 2014 is based on a projection by the County’s Office of Economic and Financial Analysis.

The 2012 compensation adjustment also brought this bargaining unit into internal alignment with the compensation levels of the employees whom they supervise and report to.

The fiscal impact of the COLAs is described in the Fiscal Note (Att. 5), which is summarized in the table on page 4 of this staff report.

Section 17.4 of the CBA (Att. 1-A, pp. _____) provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in County retail sales. Each year by July 30th the County will assess whether either of these conditions has been met. This is the same as the reopener that the County has agreed to with the vast majority of the County's represented employees.

2. No other changes in pay ranges

Except as described in section 1 above, the CBA includes no changes in the pay ranges for the bargaining unit.

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the Fiscal Note (Att. 5) and is summarized in the table below.

	2012	2013	2014
Increase over previous year	\$21,856	\$42,108	\$28,097
Cumulative increase over 2011	\$21,856	\$63,964	\$92,061

CONSISTENCY WITH LABOR POLICIES

The proposed CBA appears to be consistent with the County's labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Att. 4: Transmittal letter)

ATTACHMENTS

1. Proposed Ordinance 2013-0191
 - Att. A (Collective Bargaining Agreement)
 - Att. B (Addendum A: Wages)
 - Att. C (Addendum B: Sick leave and other time off)
 - Att. D (Addendum C: RCW 49.12.270)

2. Checklist and Summary of Changes
3. Contract Summary
4. Transmittal letter
5. Fiscal Note



KING COUNTY
Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

April 29, 2013

Ordinance

Proposed No. 2013-0191.1

Sponsors Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Brotherhood of Teamsters Local
4 117 (Transit Design and Construction Supervisors -
5 Department of Transportation, Interest Arbitration)
6 representing employees in the department of transportation;
7 and establishing the effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated by and between
10 King County and International Brotherhood of Teamsters Local 117 (Transit Design and
11 Construction Supervisors - Department of Transportation, Interest Arbitration)
12 representing employees in the department of transportation and attached hereto is hereby
13 approved and adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2012, through and including December 31, 2014.

16

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this _____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and Teamsters Local Union No. 117, B. Addendum A International Brotherhood of Teamsters Local 117, C. Addendum B Agreement Between King County and International Brotherhood of Teamsters Local 117, D. Addendum C Agreement Between King County and International Brotherhood of Teamsters Local 117

AGREEMENT BETWEEN

KING COUNTY

AND

TEAMSTERS LOCAL UNION NO. 117

Department of Transportation – Transit Design & Construction Supervisors

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ADDENDUM B 3.12.220 SICK LEAVE AND TIME OFF FOR MEDICAL AND FAMILY REASONS

ADDENDUM C RCW 49.12.270 SICK LEAVE, TIME OFF — CARE OF FAMILY MEMBERS

1 objects to membership in the Union on the grounds of a bona fide religious objection, in which case
2 the employee shall pay an amount of money equivalent to the regular Union dues and initiation fee to
3 a non-religious charity or to another charitable organization mutually agreed upon by the employee
4 affected and the bargaining representative to which the employee would otherwise pay the dues and
5 initiation fee. The employee shall furnish written proof that such payments have been made. If the
6 employee and the Union are unable to agree on the charity the Public Employment Relations
7 Commission shall designate the charity.

8 **2.4 Dues Deduction:** Upon receipt of written authorization individually signed by an
9 employee, the County shall have deducted from the pay of such employee the amount of dues as
10 certified by the Secretary-Treasurer of the Union and shall transmit the same to the Union. The
11 Employer shall notify the Union of changes in employment status on a monthly basis.

12 **2.5 Indemnification:** The Union will indemnify, defend and hold the County harmless
13 against any claims made and against any suit instituted against the County on account of any check-
14 off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error
15 on account of the check-off provisions upon presentation of proper evidence thereof.

16 **2.6 Maintenance of Working Conditions:** The County recognizes its obligation to negotiate
17 wages, hours and working conditions with the Union.

18 **2.7 Application of Personnel Guidelines:** As set forth below, the 2005 King County
19 Personnel Guidelines shall apply to members of this bargaining unit where the Collective Bargaining
20 Agreement or Memoranda of Understanding are silent or ambiguous. The 2005 Personnel Guidelines
21 (except those identified below to have no application) shall replace any pre-existing practice between
22 the parties, provided that nothing in those Guidelines will be interpreted or applied to circumvent the
23 parties' collective bargaining obligations. However, should any genuine established practice arise
24 subsequent to the date upon which this Agreement takes effect, and such practice conflicts with the
25 terms of the 2005 Personnel Guidelines (and it pertains to a matter on which the Agreement is either
26 silent or ambiguous), then the practice shall govern. Should the Guidelines be invoked to interpret
27 the contract, the arbitrator reserves the right to determine what weight should be given along side
28 those other interpretive factors that an arbitrator might conclude appropriate. Except as expressly

1 noted, definitions in the Personnel Guidelines shall apply to the interpretation of the Personnel
2 Guidelines only. The parties agree that the following provisions of the King County Personnel
3 Guidelines (2005) are preempted by the terms of the parties' Collective Bargaining Agreement:

4 Preamble/Disclaimer	Sections 14.1-14.6, and 14.9-14.15
5 Section 1.3	Section 15.3
6 Chapter 4	Chapter 16
7 Chapter 5	Chapter 17
8 Sections 6.5, 6.6, 6.9, and 6.13-6.15	Chapter 18
9 Chapter 9	Section 19.4
10 Sections 11.1, 11.2, and 11.4	Chapter 22
11 Sections 12.4, 12.5	

12 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

16 **4.1** The Agreement expressed herein in writing constitutes the entire Agreement between the
17 parties and no express or implied or oral statements shall add to or supersede any of its provisions.

18 **4.2** The parties acknowledge that during the negotiations which resulted in this Agreement,
19 each had the unlimited right and opportunity to make demands and proposals with respect to any
20 subject or matter appropriate for collective bargaining, and that the understanding and agreements
21 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
22 Therefore, the County and Union, for the life of this Agreement, each voluntarily and unqualifiedly
23 waive the right and each agrees that the other shall not be obligated to bargain collectively with
24 respect to any subject or matter.

25 **4.3 Modification:** Should the parties agree to amend or supplement the terms of this
26 Agreement, such amendments or supplements shall be in writing and effective when signed by the
27 parties.

28 **ARTICLE 5: DISCIPLINE AND PROBATION**

5.1 Discipline: The County may discipline an employee for just cause. Discipline may

1 include, but is not limited to, verbal or written reprimands, delayed salary step increase, demotion,
2 disciplinary transfers, suspensions without pay and/or discharge of the Employee.

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

10 **5.2 Probation:** New Employees, including those new to a position, shall be subject to a six
11 (6) month probationary period. Employees who have been assigned to a position as an acting or TLT
12 shall be provided credit for such time toward this period, at the discretion of the appointing authority.
13 A probationary period may be extended beyond six (6) months, but no more than 12 months, upon
14 agreement of the County, the employee, and the Union.

15 **5.3 Probationary period upon Promotion:** An employee who does not successfully
16 complete the probationary period in a position to which the employee has been promoted shall be
17 restored to the employee's former position, former salary, and all other benefits to which the
18 employee would have been entitled if the promotion had not occurred if the former position is still
19 vacant (has not been offered and accepted by an applicant), and the position still exists. If they refuse
20 to accept an offered position in a lower pay range than the position they initially vacated, they will be
21 laid off. If they accept a lower range position, they will have recall rights to the next available
22 position of the range they had at the time of the initial transfer. If they refuse to accept a position of
23 equal range and similar duties (to the position originally vacated) for which they meet the essential
24 qualifications, they will be placed on the recall list for two years. Provided further, there are no
25 reversion rights if the employee is discharged for cause.

26 **ARTICLE 6. GRIEVANCE PROCEDURE**

27 **6.1 Nature of the Procedure:** Any dispute between the County and the Union, or between
28 the County and any employee covered by this Agreement concerning the interpretation, application,

1 claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

2 Every effort will be made to settle grievances at the lowest possible level of supervision.

3 Employees will be unimpeded and free from restraint, coercion, discrimination, or reprisal in seeking
4 adjudication of their grievance.

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

9 Unless otherwise indicated, days in this Article will mean calendar days. Any time limits
10 stipulated in the grievance procedure may be extended by mutual agreement in writing. If the County
11 fails to respond within the designated time frames, the Union may, at its option, continue to demand a
12 response, or pursue the grievance to the next step of the resolution process.

13 **6.2 Grievance Steps:** A grievance in the interest of a majority of the employees in the
14 bargaining unit shall be reduced to writing by the Union and may, at its discretion, be introduced at
15 Step 2 of the grievance procedure within twenty-one (21) days of the alleged violation or within
16 twenty-one (21) days of when the Union reasonably should have known of the alleged violation.

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

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

25 **Step 2** - If the grievance is not resolved at Step 1, it shall be forwarded to the Division
26 Manager or his/her designee within twenty-one (21) days of the Step 1 written response. The
27 Division Manager or his/her designee shall convene a meeting with the Union within fourteen (14)
28 days after receipt of the grievance. The meeting may include the aggrieved employee at their option.

1 The Division Manager or his/her designee shall answer the grievance in writing to the Union within
2 twenty-one (21) days after the meeting.

3 **Step 3** - If the grievance is not resolved at Step 2, either of the signatory parties to this
4 agreement may submit the grievance to binding arbitration. Within thirty (30) days of the County's
5 Step 2 response either party may file a Demand for Arbitration. The Union's demand will be filed
6 with the Director of the King County Office of Labor Relations.

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

12 **6.3 Arbitrator's authority:** In connection with any arbitration proceeding held pursuant to
13 this Agreement, it is understood as follows:

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

18 2) The decision of the arbitrator shall be final, conclusive and binding upon the
19 County, the Union and the employee involved.

20 3) The cost of the arbitrator shall be borne equally by the County and the Union, and
21 each party shall bear the cost of presenting its own case, including attorneys' fees, regardless of the
22 outcome of the case.

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

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

1 **ARTICLE 7: HOLIDAYS**

2 **7.1 Celebrated Holidays:**

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

5

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th
Two (2) Personal Holidays	

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19 B. And, any special or limited holidays as declared by the president of the United
20 States or governor and as approved by the State of Washington, and as approved by the Council.
21 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and
22 any holiday falling on a Saturday shall be observed on the preceding Friday. To receive holiday pay,
23 an eligible employee must be in pay status the workday before and the workday after the holiday.
24 However, an employee who has successfully completed at least five (5) years of County service and
25 who retires at the end of the month in which the last regularly scheduled working day is observed as a
26 holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day
27 observed as a holiday. Holiday pay shall not exceed eight (8) hours of pay in a work unit that has a
28 standard forty-hour (40-hour) work week schedule.

1 **7.2 Personal Holidays:** Regular, probationary, provisional and term-limited temporary
2 employees shall receive two (2) personal holidays (as shown in 7.1) to be administered through the
3 vacation plan. One (1) day shall be added to the vacation leave bank in the pay-period that includes
4 the first day of October and one day shall be added in the pay period that includes the first day of
5 November of each year. These days may be used in the same manner as any vacation day earned.

6 **7.3 Part-time Scheduled Employees:** Regular, probationary, provisional and part-time term-
7 limited temporary employees who work a part-time schedule receive paid holidays prorated based on
8 their work schedule consistent with 7.1 and 7.2.

9 **7.4 Holiday Compensation:**

10 A. Full-time employees who are eligible for holiday pay shall receive time and one-
11 half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in 7.1.A. above. This
12 holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)
13 straight time hours of holiday pay. Employees who work the holiday shall either receive an additional
14 day's pay at their regular, straight-time hourly rate or shall at their option receive a substitute holiday,
15 use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one
16 (1) year shall be compensated for in cash.

17 B. Part-time employees who are eligible for holiday pay and are assigned to work on a
18 holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours worked.
19 In addition to the holiday compensation for actual hours worked, the employees shall receive holiday
20 pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-
21 rated based on the employees' regularly scheduled working hours. Employees will not be
22 compensated for holidays falling on days that they are not regularly scheduled to work.

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

26 **7.5 Holiday Staffing:** The County may use reduced staffing on holidays consistent with
27 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating
28 through the list of employees by classification and seniority. If there are insufficient volunteers,

1 employees will be selected by the County using a rotation process. Employees may exchange
 2 assigned holidays so long as the County incurs no additional costs. Employees proposing the
 3 exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the
 4 holiday. Any exchange of holiday assignments will obligate both employees to work those days that
 5 they have exchanged.

6 **ARTICLE 8: VACATIONS**

7 **8.1 Vacation Leave Accrual Schedule:**

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

Full Years of Service	Vacation Days Earned (8 hour day)
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year and beyond 26	30

1 **8.2 Part-time Employees:** Regular, probationary, provisional and term-limited temporary
2 employees who work a part-time schedule shall accrue vacation leave in accordance with the leave
3 schedule set forth in 8.1; provided, however, such accrual rates shall be prorated to reflect his/her
4 normally scheduled work week.

5 **8.3 Vacation Accrual:** Employees eligible for vacation leave shall accrue vacation leave
6 from their date of hire in a leave eligible position. Employees who work less than a full-time
7 schedule shall receive a pro-rated leave to reflect his/her normally scheduled workweek. Employees
8 may accrue up to sixty-days (60) vacation prorated to reflect their normally scheduled workday.
9 Employees must use vacation leave in excess of the maximum accrual amount on or before the last
10 day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond
11 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum
12 amount unless the manager/designee has approved a carryover of such vacation leave because of
13 cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

14 **8.4 Vacation Eligibility:** Employees eligible for vacation leave shall not be eligible to take or
15 be paid for vacation leave until they have successfully completed their first six (6) months of County
16 service in a leave eligible position, and if they leave County employment prior to successfully
17 completing their first six (6) months of County service, shall forfeit and not be paid for accrued
18 vacation leave. Vacation may not be used until earned. This provision does not apply to employees
19 using accrued vacation for a qualifying reason under the Washington Family Care Act.

20 **8.5 Vacation Payout:** Employees shall be paid for accrued vacation leave to their date of
21 separation up to the maximum accrual amount if they have successfully completed their first six (6)
22 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall
23 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of
24 leaving County employment less mandatory withholdings. If an employee leaves prior to successful
25 completion of the six months of County service, they shall forfeit and not be paid for accrued
26 vacation leave.

27 **8.6 Vacation Schedules:** The manager/designee will be responsible for scheduling vacation
28 of employees in such a manner as to achieve the greatest vacation opportunity for the employees

1 while maintaining the efficient functioning of the work unit. No employee shall work for
2 compensation for the County in any capacity during the time that the employee is on vacation.

3 **8.7 Payout on Separation due to Death:** In cases of separation from County employment by
4 death of an employee with accrued vacation leave and who has successfully completed his/her first
5 six (6) months of County service in a paid leave eligible position, payment of unused vacation leave
6 up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as
7 provided for by state law, RCW Title 11.

8 **8.8 Vacation rate on Return:** If a regular employee eligible for vacation leave resigns from
9 County employment in good standing or is laid off and subsequently returns to County employment
10 within two (2) years from such resignation or layoff, as applicable, the employee's prior County
11 service shall be counted in determining the vacation leave accrual rate under 8.1.

12 **8.9 Partial Payments:** Employees who are FLSA overtime eligible may use vacation in half
13 hour (1/2) increments. FLSA-exempt employees may use vacation in increments of not less than one
14 (1) day.

15 **8.10 Limited use on Probation:** Employees who are in a probationary period as a result of
16 promotion shall be entitled to use vacation time accrued in their prior position while they are in a
17 probationary status in their new position subject to the approval of the manager/designee. Employees
18 may have additional rights to use accrued vacation for a qualifying reason under the Washington
19 Family Care Act, if applicable.

20 **8.11 Vacation Donation:** Any regular full-time or regular part-time employee who has
21 completed at least one (1) year of service may donate to any other regular employee a portion of his or
22 her accrued vacation for the purpose of supplementing the sick or family leave benefits of the
23 receiving employee. Donated vacation shall be converted to a dollar value based upon the donor's
24 straight-time rate of pay. Vacation donations are strictly voluntary. Employees are prohibited from
25 offering or receiving monetary or other compensation in exchange for donating vacation hours. The
26 number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the
27 request.

28 Donated vacation must be used within ninety (90) calendar days. Donated hours accrue to the

1 donee's vacation leave bank and do not expire or return to the donor once accrued.

2 **ARTICLE 9: SICK LEAVE**

3 **9.1 Sick Leave:** Regular, probationary, provisional and term-limited temporary employees will
4 accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime
5 up to a maximum of eight (8) hours per month. Employees shall accrue sick leave from their date of
6 hire in a leave eligible position. The employee is not entitled to sick leave if not previously earned.
7 Sick leave may be used by employees covered by the FLSA in one-half hour increments at the discretion
8 of their immediate supervisor. FLSA-exempt employees use sick leave for absences of one full
9 workday.

10 **9.2 Vacation as an extension of Sick Leave:** During the first six (6) months of service in a paid
11 leave eligible position, eligible employees may, at the manager/designee's discretion, use any accrued
12 days of vacation leave as an extension of sick leave. Employees may have additional rights to use
13 vacation for a qualifying reason under the Washington Family Care Act, if applicable. If an employee
14 does not work a full six (6) months in a paid leave eligible position, any vacation leave used for sick
15 leave must be reimbursed to the County upon termination.

16 **9.3 Partial Day Increments:** Sick leave may be used in one half (1/2) hour increments.

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

19 **9.5 Restoration following Separation:** Separation from employment except by reason of
20 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the paid
21 leave eligible employee as of the date of separation. Should a regular employee resign in good standing,
22 be laid off or separated for non-disciplinary medical reasons and return to County employment within
23 two (2) years, his/her accrued sick leave will be restored.

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

1 withholdings.

2 **9.7 Leave Without Pay for Health Reasons:** An employee must use all of his/her sick leave
3 before taking unpaid leave for his/her own health reasons. If the injury can be compensated under the
4 County's workers compensation program, then the employee has the option to augment or not
5 augment time loss payments with the use of his/her accrued sick leave.

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

10 **9.9 Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her
11 sick leave may use accrued vacation leave before going on leave of absence without pay.

12 **9.10 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

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

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

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

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

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

27 C. Exposure to contagious diseases and resulting quarantine.

28 D. A female employee's temporary disability caused by or contributed to by

1 pregnancy and childbirth.

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

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

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

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

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

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

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

19 b. The care of the employee's child or child of the employee's spouse
20 or domestic partner whose illness or health condition requires treatment or supervision by the
21 employee; or

22 c. Care of a family member who suffers from a serious health
23 condition.

24 **9.11 Unpaid Leave:** An employee may take a total of up to eighteen (18) work weeks unpaid
25 leave for his or her own serious health condition, and for family reasons as provided in Sections
26 9.10.F and 9.10.G combined, within a twelve (12) month period. The leave may be continuous,
27 which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.
28 Intermittent leave is subject to the following conditions:

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

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

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

12 **9.11.1 Concurrent Time:** Use of donated leave will run concurrently with the eighteen (18)
13 workweek family medical leave entitlement.

14 **9.11.2 Insurance Premiums:** The County will continue its contribution toward health care
15 during any unpaid leave taken under Section 9.11.

16 **9.11.3 Return to Work from Unpaid Leave:** An employee who returns from unpaid family
17 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

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

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

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

22 **9.11.4 Failure to Return to Work:** Failure to return to work by the expiration date of the
23 leave of absence may be cause for removal and result in termination of the employee from County
24 service.

25 **9.12 Provider Certification:** The manager/designee and employee is responsible for the
26 proper administration of the sick leave benefit. Verification from a licensed health care provider may
27 be reasonably required to substantiate the health condition of the employee or family member for
28 leave requests.

1 **9.13 Definition of Child:** For purposes of this Article, a child means a biological, adopted or
2 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,
3 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of
4 self care because of mental or physical disability.

5 **9.14 FLSA:** Employees who are FLSA overtime eligible may use sick leave in half (1/2)
6 hour increments.

7 **9.15 Family and Medical Leave and Family Care:** Employees shall be entitled to family
8 medical leave, as provided by the King County Family Medical Leave Act, the federal Family
9 Medical Leave Act, and any Washington state laws that provide for family medical leave. For
10 reference purposes, the current texts of the King County Family Medical Leave Act and
11 RCW 49.12.270 are attached as Addendums B and C, respectively.

12 **ARTICLE 10: GENERAL LEAVES**

13 **10.1 Donation of Leaves:** Donation of vacation leave hours and donation of sick leave
14 hours.

15 **A. Vacation leave hours:**

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

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

26 **3. Return of Unused Donations:** Donated vacation leave hours must be used
27 within ninety (90) calendar days following the date of donation. Donated hours accrue to the donee's
28 vacation leave bank and do not expire or return to the donor once accrued. For purposes of this

1 Article, the first hours used by an employee will be accrued vacation leave hours.

2 **B. Sick leave hours:**

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

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

10 **3. Return of Unused Donations:** Donated sick leave hours must be used
11 within ninety (90) calendar days. Donated hours accrue to the donee's sick leave bank and do not
12 expire or return to the donor once accrued. For purposes of this Article, the first hours used by an
13 employee will be accrued sick leave hours.

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

17 **D. Conversion Rate:** All vacation and sick leave hours donated will be converted to
18 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
19 value will then be divided by the receiving employee's hourly rate to determine the actual number of
20 hours received. An employee eligible for paid leave benefits may donate accrued vacation and/or sick
21 leave in accordance with procedures set forth under Chapter 3.12.223 of the King County Code
22 (K.C.C.).

23 **10.2 Leave - Organ Donors:** The manager/designee shall allow all employees eligible for
24 paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures
25 such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take
26 five (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

27 **A.** The employee gives the manager/designee reasonable advance notice of the need to
28 take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where

1 there is reasonable expectation that the employee's failure to donate may result in serious illness,
2 injury, pain or the eventual death of the identified recipient.

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

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

9 **10.3. Bereavement Leave:**

10 **A.** Employees eligible for paid leave benefits shall be entitled to three (3) working
11 days of bereavement leave per occurrence of any death of members of their immediate family.

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

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

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

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

23 **10.4 Leave - Examinations:** Employees eligible for paid leave benefits shall be entitled to
24 necessary time off with pay for the purpose of participating in County qualifying or promotional
25 examinations. This shall include time required to complete any required interviews.

26 **10.5 Jury Duty:**

27 **A.** Employees eligible for paid leave benefits who are ordered on a jury shall be
28 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of

1 mileage, with the Finance and Business Operations Division of the Department of Executive
2 Services. Employees shall report back to their supervisor on their next scheduled workday when
3 dismissed from jury service.

4 **10.6 School Volunteer:** Employees eligible for paid leave benefits shall be allowed the use
5 of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the
6 school attended by the employee's child; provided, an employee requesting to use sick leave for this
7 purpose will submit such request in writing specifying the name of the school and the nature of the
8 volunteer services to be performed.

9 **10.7 Military Leave:** A leave of absence for active military duty or active military training
10 duty will be granted to eligible employees in accordance with applicable provisions of state and/or
11 federal law; and County policy provided that a request for such leave shall be submitted to the
12 manager/designee in writing by the employee and accompanied by a validated copy of military orders
13 ordering such active duty or active training duty.

14 **10.8 Executive Leave:** Employees who are exempt from the overtime provisions of the
15 FLSA shall be eligible for up to 10 days of Executive Leave annually. All employees who are exempt
16 from overtime shall receive at least three (3) days of Executive Leave annually.

17 **10.9 Leave Without Pay:**

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

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

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

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

28 E. If a leave of absence without pay was granted for purposes of recovering health, the

1 employee shall be required by the director to submit a physician's statement concerning the
2 employee's ability to resume duties prior to return to work.

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

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

9 H. A leave of absence without pay may be revoked by the director upon evidence
10 submitted to the director by the appointing authority of the employee indicating that such leave was
11 requested and granted under false pretenses, or that the need for such leave has ceased to exist.

12 **10.10 Closure of County Facilities:**

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

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

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

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

28 2. Where a department or division director or agency administrator closes

1 operations in his or her agency during the work day or orders employees to leave the premises
2 because of safety concerns, employees (regular, provisional, probationary and term limited
3 temporary) scheduled to work will be paid for the normally scheduled work day.

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

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

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

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

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

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

17 **11.1 Standard Five-Eight (5-8) Workweek Schedule:** For FLSA non-exempt employees, the
18 standard workweek will consist of five (5) consecutive work days not to exceed eight (8) hours each
19 exclusive of the meal period and not to exceed forty (40) hours per week and shall normally be
20 scheduled Monday through Friday. However, the establishment of work schedules is vested solely
21 within the purview of the County and may be changed from time to time with 2 weeks notice to the
22 employee.

23 **11.2 Overtime Payment:** Employees covered by this bargaining unit who are employed in a
24 bona fide executive, administrative or professional capacity and are in turn exempt from overtime
25 payments under the Federal Fair Labor Standards Act are expected to work the hours necessary to
26 satisfactorily perform their jobs. These employees are not eligible for overtime payments

27 **11.2.1** Hourly employees shall be paid at an overtime rate of one and one half times their
28 regular rate of pay for all hours worked in excess of their regularly scheduled work day or work week.

1 Unworked hours in a paid status (e.g., vacation, sick leave) shall be counted toward the overtime
2 eligibility threshold.

3 **11.2.2** All overtime shall be authorized in advance by the division manager/designee in
4 writing, except in emergencies.

5 **11.3 Alternative Work Schedules:** A full-time employee may request, a four (4) day, forty
6 (40) hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative
7 schedule in order to support the County Commute Trip Reduction program. Employees will submit
8 written requests for alternative work schedule approval to the Section Manager/designee. Requests
9 will be evaluated and approved or denied relative to the business needs of the organization, and must
10 be reviewed at least annually. In administering any such alternative work schedule, the following
11 working conditions shall prevail:

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

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

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

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

28 **11.4 Compensatory Time:** An overtime eligible employee may request, and with approval of

1 the manager/designee, may receive compensatory time off in lieu of overtime pay. Such time shall be
2 earned at the rate of one and one-half (1-1/2) hours for each hour worked.

3 **11.5 Emergency Call Back:** An FLSA non-exempt employee covered by this Agreement
4 who is called to duty after completion of his or her regular shift or work week shall be granted a
5 minimum of four (4) hours pay at the applicable overtime rates.

6 An Emergency Call Back shall be defined as a circumstance where an employee has left the
7 work premises at the completion of his or her regular work shift and is required to report to duty prior
8 to the start of his or her next regularly scheduled work shift. An employee who is called back to
9 report to work before the commencement of his or her regular work shift shall be compensated in
10 accordance with the Emergency Call Back provisions of this Collective Bargaining Agreement.

11 **11.6 Telecommuting:** The Union and the County mutually recognize the importance of
12 regularly reporting to the assigned work site for the purposes of accomplishing work, however,
13 consistent with past practice, an employee may occasionally request, and a supervisor may
14 occasionally approve, an alternative telecommuting work schedule for a limited period of time for the
15 purpose of accommodating and balancing the individual needs of an employee and the business needs
16 of the organization. Additionally, employees are covered by the King County Telecommuting Policy
17 (PER-18.4 (AEP)), and any amendments thereto.

18 **11.7 Home Free Guarantee:** The County will operate a program to provide employees with
19 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,
20 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated overtime
21 that day which requires the employee to leave work at other than the employee's regularly scheduled
22 quit time. Determination of what constitutes a qualified emergency will be made at each worksite by
23 the employee designated by the County. Employees can exercise their home free guarantee a
24 maximum of eight (8) times per calendar year.

25 **ARTICLE 12: REDUCTION IN FORCE**

26 **12.1 Order of layoff:** In the event of a reduction in force due to lack of work, lack of funds
27 or considerations of efficiency, the order of layoff will be determined by classification on the basis of
28 seniority. Where two or more regular employees within a classification are of equal seniority,

1 bargaining unit seniority shall determine the order of layoff between those employees. If the
2 employees are still tied after consideration of bargaining unit seniority, total County service shall
3 break the tie. If the employees are still tied, the County shall break the tie by considering merit.

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

10 **12.3 Classification Series:** The classification series shall be as follows:

Capital Projects Managing Supervisor
Real Estate, Land Use and Environmental Planning Supervisor
Transit Engineer V and VI

11
12
13
14
15 If additional classifications are added to the bargaining unit, the parties will negotiate the
16 impact on this list of classification series.

17 **12.4** Employees may only bump into lower level classifications within the same classification
18 series.

19 **12.5 Example:**

- 20 1. Employer decides to layoff an Engineer III.
21 2. There are three Engineer VIs. One with two years as an Engineer VI, one with four
22 years, one with six years.
23 3. The Engineer VI with two years will be laid off.
24 4. The laid off Engineer VI may try to bump into a lower classification in the series.
25 If the Engineer VI had two prior years as an Engineer V, the Engineer VI has four years for purpose
26 of bumping into the Engineer V classification.

27 **12.6 Qualifications:** No employee may bump another employee in a classification unless the
28 bumping employee meets the essential qualifications for the classification and the specific

1 qualifications for the position to which he/she intends to bump.

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

6 **12.8 Notice of Recall:** A regular employee will have ten (10) days from the date the notice of
7 recall is sent by certified mail in which to notify the County of whether he/she will accept the
8 position. The County will consider the employee's failure to notify the County within ten (10) days a
9 refusal; however, if the County determines that there are warranting circumstances, it may accept a
10 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep
11 the County informed of his/her current address.

12 **12.9 Reinstatement:** A regular employee recalled within two (2) years from the time of
13 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of
14 layoff, and vacation leave accrual rate restored.

15 **ARTICLE 13: NON-DISCRIMINATION**

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

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

21 **14.1 No Work Stoppages:** The County and the Union agree that the public interest requires
22 efficient and uninterrupted performance of County services and to this end pledge their best efforts to
23 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or
24 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
25 assigned duties, sick leave absence which is not bona fide, or other interference with County
26 functions by employees under this Agreement and, should same occur, the Union agrees to take
27 appropriate steps to end such interference. Any concerted action by employees shall be deemed a
28 work stoppage if any of the above activities occur.

1 **14.2 Union's Responsibilities:** Upon notification in writing by the County to the Union that
2 any of its members are engaged in work stoppage, the Union shall immediately, in writing, order such
3 members to immediately cease engaging in such work stoppage and provide the County with a copy
4 of such order. In addition, if requested by the County, a responsible official of the Union shall
5 publicly order such employees to cease engaging in such a work stoppage.

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

7 The County will provide a medical, dental and life insurance plan for all benefit eligible
8 employees; such plans, including any changes thereto, to be as negotiated by the County and the
9 Union through the Joint Labor Management Insurance Committee.

10 **ARTICLE 16: SAVINGS CLAUSE**

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

17 **ARTICLE 17: WAGE RATES**

18 **17.1** The wage rates in Addendum A shall be retroactive from the pay period that includes
19 January 1, 2012. These wages have been established based on various factors, including a 2%
20 slowdown in cost-of-living increases commensurate with other employees in King County,
21 compression with other employees, market analysis, and inflation.

22 **17.2 2013 Wage Increase:** Employees shall be eligible to receive 95% of the annual average
23 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban
24 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).
25 Zero floor and no ceiling. This amount is known to be 3.09%.

26 **17.3 2014 Wage Increase:** Employees shall be eligible to receive 95% of the annual average
27 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban
28 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).

1 Zero floor and no ceiling.

2 **17.4 Reopener:** The parties agree when significant shifts in economic and fiscal conditions
3 occur during the term of this agreement, the parties agree to reopen negotiations for COLA when
4 triggered by either an increase in the King County unemployment rate of more than 2 percentage
5 points compared with the previous year or a decline of more than 7% in County retail sales as
6 determined by comparing current year to previous year. Data will be derived from Washington State
7 Department of Revenue. By no later than July 30th of each year of this agreement, the County will
8 assess whether the economic measurements listed above trigger contract reopeners on COLA for the
9 subsequent year.

10 **17.5 Step Increase and Merit Pay:** Existing County employees promoted into bargaining
11 unit positions shall be placed into a step providing a rate of pay not less than approximately 5% above
12 the previous rate of pay. Upon satisfactory completion of a six (6) month probationary period, regular
13 employees shall receive one (1) step (as established in Addendum A) increase.

14 Every employee who received at least a satisfactory year-end evaluation and who is not at the
15 top of his or her schedule will advance within his/her salary range one (1) step (as established in
16 Addendum A) on January 1 of the following year. An employee at the top of his or her schedule shall
17 be eligible for merit increases according to the existing practice.

18 **17.6 Licensing and Stamping:**

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

- 21 1. \$50 for employees who have PE or AIA licenses.
22 2. An additional \$50 for employees who have PE or AIA licenses and whose positions
23 require the stamping of engineering or architectural plans.

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

26 **ARTICLE 18: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

27 **18.1 Contribution:** The County shall pay \$3.00 (three dollars) to the Western Conference of
28 Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for

1 which compensation was paid, said amounts to be computed monthly, provided that the maximum
2 contribution shall be limited to 2,080 (two thousand eighty) hours per calendar year. The County will
3 comply with the Uniformed Services Employment and Re-employment Rights Act (USERRA) of
4 1994 in defining eligibility and establishing contribution rates for employees who are eligible for
5 pension contributions while absent from employment because of active military service.

6 **18.2 Wage Reduction:** All bargaining unit employees shall have their wage rate reduced by
7 the amount of the County's contribution on the employee's behalf pursuant to Section 18.1, above.

8 **18.3 Payments and Trust Rules:** The total amount due for each calendar month shall be
9 remitted in a lump sum not later than ten (10) business days after the close of the pay period that
10 includes the last business day of the month. The County agrees to abide by the rules established by
11 the Trustees of said Trust Fund to facilitate the accurate determination of hours for which
12 contributions are due, prompt and orderly collection, and accurate reporting and recording of amounts
13 paid.

14 **ARTICLE 19: EMPLOYEE RIGHTS**

15 **19.1 Review of Personnel Files:** The only personnel files will be the Department personnel
16 file and the Section personnel file. Additionally, supervisors may keep a "working file" which may
17 be used for the purpose of developing an annual evaluation. Such materials will be purged from this
18 working file when the evaluation is finalized. Notes taken for such purpose may be added to the
19 personnel file.

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

22 Upon request, an Employee can schedule an appointment to review his/her personnel files.
23 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.
24 An Employee may also review and copy, upon request, any files to which s/he has a legal right to
25 access. Employees who challenge material included in their personnel files are permitted to insert
26 material relating to the challenge.

27 **19.2 Union Representation:** An Employee, at his/her request has the right to Union
28 representation at any meeting which s/he reasonably believes may lead to disciplinary action against

1 the Employee. If the employee requests Union representation in such a matter, the Employee will be
2 provided reasonable time to arrange for Union representation. The parties acknowledge that in
3 certain instances a reasonable time may be as little as that same day.

4 **19.3 Release Time and Facilities Access:**

5 **19.3.1 Workplace Access:** Any person authorized by the Union to serve as its representative
6 may visit the work location of other employees at reasonable times for purpose of administering the
7 terms of this Agreement. The Union shall regularly submit a list of its designated representatives to
8 the Manager of Design and Construction. Before visiting the work location, the Union representative
9 must contact the supervisor or manager of that location to ensure that the worksite visit will not
10 unduly interfere with normal operations at the worksite.

11 **19.3.2 Release Time:** When it is necessary during a Union representative's work hours for
12 that Union representative to participate in County meetings (*i.e.*, investigatory interviews, Labor-
13 management meetings, negotiations, or grievance hearings) the Union representative shall be on paid
14 time. In no instance shall the release of the Union representative for this purpose interfere with
15 County operations. Release time shall be permitted for contract negotiations for a total of up to two
16 (2) people from the transit Supervisors' bargaining unit to bargain the contract for the Supervisors'
17 bargaining unit.

18 **19.3.3 Bulletin Boards:** The County will permit the union to post or distribute, in the
19 Employees work locations announcement of meetings, elections of officers and other Union
20 materials, provided there is sufficient space beyond what is required by the County for normal
21 operations. Only recognized officers, stewards and authorized representatives of the Union will be
22 entitled to post Union materials.

23 **ARTICLE 20: CONTRACTING OUT**

24 **20.1** The County agrees not to contract out the work typically performed by bargaining unit
25 members to outside employers if such contracting out would result in a reduction in force of Union
26 employees in regular full-time positions.

27 **20.2** The County agrees not to utilize the services of a consulting firm for the purpose of
28 providing consultants to perform work traditionally and historically conducted by Union bargaining

1 unit members, unless the consultants' work is limited to specific project-specific or work order
2 contracts, or used to augment the workforce on a short-term, temporary basis. This provision does
3 not preclude the County from hiring contract workers or consultants to augment work performed by
4 the bargaining unit in a manner that is consistent with the past practice of Design & Construction.

5 **20.3** The County agrees that it will not utilize individuals employed by consulting firms in
6 situations where the individuals are placed under the principal supervision of a County employee who
7 has authority to direct and assign their work.

8 **20.4** The County agrees that work performed by consultants will be limited to providing the
9 specific work product or service set forth within the terms of the consultant contracts.

10 **20.5** If, in order to adhere to County policies and procedures or state, local, and federal grant
11 conditions for a specific project, the County is required to contract all or part of the work to be
12 performed due to the limitations imposed by the funding agreement, such contracting, which shall be
13 limited as to what is required in each agreement, shall not be considered a violation of this Article;
14 provided that such contracting complies with Article 20.1.

15 **ARTICLE 21: BUS PASSES**

16 **21.1** Employees eligible for leave and insured benefits and eligible retirees as defined in this
17 section shall be issued a transit bus pass entitling the holder to ride without payment of fare on public
18 transportation services operated by or under the authority of the County. In addition, such employees
19 shall be entitled to use the transit bus pass to ride without payment of fare on public transportation
20 services operated by or under the authority of Pierce Transit, Kitsap Transit and Community Transit,
21 subject to agreements with such agencies as may be entered into by the executive. Use of transit bus
22 passes shall be restricted to such employees and retirees, and any unauthorized use shall, at a
23 minimum, result in forfeiture of the passes. Employees not eligible for leave and insured benefits
24 under this chapter shall not receive transit passes or any transit bus pass subsidy.

25 **21.2** For purposes of this section, "eligible retiree" means an employee eligible for leave and
26 insured benefits under this chapter who (1) separates from employment with the County while
27 holding a position determined by the director of the Department of Transportation to be dedicated
28 exclusively to the public transportation function, and (2) on the date of said separation is eligible to

1 receive benefits from a retirement system established pursuant to state law.

2 **21.3 Automobile Reimbursement:** No employee shall be required as a condition of
3 employment to provide a personal automobile for use on County business. Any use of a personal
4 automobile for County business shall be mutually agree to by the County and the employee and shall
5 be reimbursed at the rate established by the Internal Revenue Service.

6 **ARTICLE 22: WORK OUT-OF-CLASSIFICATION**

7 **22.1 General:** Employees are to be properly paid for their assigned body of work, except in
8 the case of incidental assignment as described below. No employee may assume the duties of a
9 higher paid position without formal assignment, except in a bona fide emergency. Employees are not
10 entitled to classification changes or compensation for work that is not assigned.

11 **22.2 Incidental Assignment:** Nothing in this article shall limit management from assigning
12 an employee incidental work outside of the employee's current classification; such incidental work
13 assignment shall not constitute the basis for an out-of-class assignment.

14 **22.3 Special Duty Assignment:** Employees may be assigned work out of their regular
15 classification on a temporary basis by Special Duty Assignment. Restrictions on the length of the
16 assignment are governed by County policy and the Personnel Guidelines. If this assigned work is to a
17 lower classification, the employee will receive his/her normal rate of pay. Compensation for such
18 special duty assignment shall begin on the day identified in the written assignment.

19 **22.4 Pay on Special Duty:**

20 A. Pay for a special duty assignment shall be to the first step of the pay range of the
21 existing higher-level job classification or to a pay step in the existing higher classification that
22 provides at least the equivalent of one step (approximately 5 percent) increase over the employee's
23 current rate of pay, whichever is greater.

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

28 C. When the special duty assignment is completed, the employee's pay shall revert to

1 the pay rate the employee would have received if the employee had not been assigned to special duty.

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

4 **E.** While on Special Duty pension contributions will be made for all hours
5 compensated in accordance with Article 18.

6
7 **22.5 Accretion and other work-out-of-classification:** Incidental assignments can have the
8 cumulative effect of creating out-of-classification work by accretion when assigned work out of the
9 employee's current classification becomes the preponderance of the work performed by the employee.
10 Reorganization, changes in job content or council actions may likewise cause the duties of a position
11 to change, or a position may be otherwise incorrectly classified. Under these circumstances,
12 employees may request the Human Resources Director (or designee) to review their job duties to
13 determine if the duties and responsibilities performed by the employee are more accurately described
14 in another, more appropriate, job classification.

15 **A. County Classification Review Procedure.** Employees will submit their request
16 for reclassification by completing a Position Description Questionnaire and forwarding it to the
17 applicable Human Resources Services Delivery Manager (SDM), who will forward it to the
18 supervisor for review and comment. After the supervisor has reviewed and commented upon the
19 PDQ, the PDQ will be returned to the employee for review and comment, and then submitted to the
20 section manager and the division director before being returned to the applicable SDM for
21 finalization. Once the PDQ has been finalized, it will be delivered to King County Human Resources
22 Division for a classification analyst to review the request according to their policies and procedures
23 and notify the employee of their findings when the review is completed.

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

1 **C. Classification and Compensation.** Classification and compensation shall be in
2 accordance with this Agreement. If a reclassification results in assignment to a higher paid
3 classification, then the employee shall receive at least step one of the new pay range or one step
4 (approximately 5 percent) above the employee's current rate of pay, whichever is highest.

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

13 **ARTICLE 23: SAFETY AND STANDARDS**

14 The County and its employees value a safe working environment and recognize their mutual
15 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance
16 with applicable state and federal laws and regulations. The County may create and enforce safety
17 standards above those required by law, provided that nothing in this Article waives the Union's rights
18 to collectively bargain. The County shall supply and maintain safety-related items and equipment as
19 required by law or Department or Division policy or directive.

20 **ARTICLE 24: PROMOTIONS**

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

- 25 • Increases efficiency and effectiveness by retaining trained and qualified employees
- 26 • Promotes a productive, high quality work environment
- 27 • Provides employees with career growth opportunities in Design and Construction
- 28 • Enhances employee morale

1 The County and the Union have the following shared interests for filling vacancies of
2 positions represented by the Union:

- 3 • Hiring the most qualified candidate to fill the position
- 4 • A quick and fair process
- 5 • Promoting from within

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

10 Vacancies may be advertised simultaneously to the Union and outside the Union in the
11 interest of efficiency. Application materials will be reviewed to identify those bargaining unit
12 candidates who meet the minimum qualifications of the positions based on the “qualifications” and
13 “special necessary requirements” listed on the job bulletin. The highly qualified candidates are those
14 who meet the “highly desirable” and/or “desirable” qualifications listed on the job bulletin. If there
15 are at least three (3) highly qualified internal applicants, management will interview a minimum of
16 three (3) highly qualified internal candidates before considering outside candidates. One of these
17 highly qualified candidates will be selected for the job. If there are fewer than three (3) highly
18 qualified Union candidates, management may also consider the outside candidates. The most
19 qualified candidate will be selected. Management’s decision on who is the most qualified applicant is
20 solely within its discretion and is not grievable under this Agreement.

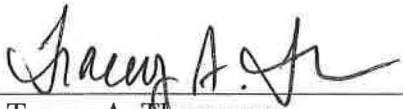
1 **ARTICLE 25: DURATION**

2 This Agreement shall be effective through December 31, 2014. This Agreement is subject to
3 ratification by the King County Council.

4
5
6 APPROVED this 8 day of APRIL, 2013.

7
8
9
10 By: 

11 King County Executive

12
13
14
15
16 

17 Tracey A. Thompson
18 Secretary-Treasurer
19 International Brotherhood of Teamsters Local 117

International Brotherhood of Teamsters Local 117
 Transit Design and Construction Supervisors, Interest Arbitration - DOT

Wages Effective January 1, 2012

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
7115100	712805	Capital Projects Managing Supervisor	\$99,856.17	\$104,706.79	\$109,793.02	\$115,126.33	\$120,718.71
2635100	263303	Real Estate, Land Use and Environmental Planning Supervisor	\$99,856.17	\$104,706.79	\$109,793.02	\$115,126.33	\$120,718.71
7140500	714604	Transit Engineer V	\$95,230.31	\$99,856.21	\$104,706.83	\$109,793.07	\$115,126.38
7140600	714704	Transit Engineer VI	\$99,856.17	\$104,706.79	\$109,793.02	\$115,126.33	\$120,718.71

Wages Effective January 1, 2013

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
7115100	712805	Capital Projects Managing Supervisor	\$102,941.68	\$107,942.17	\$113,185.57	\$118,683.67	\$124,448.85
2635100	263303	Real Estate, Land Use and Environmental Planning Supervisor	\$102,941.68	\$107,942.17	\$113,185.57	\$118,683.67	\$124,448.85
7140500	714604	Transit Engineer V	\$98,172.96	\$102,941.81	\$107,942.31	\$113,185.72	\$118,683.83
7140600	714704	Transit Engineer VI	\$102,941.68	\$107,942.17	\$113,185.57	\$118,683.67	\$124,448.85

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ADDENDUM B

**AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
Transit Design and Construction Supervisors
Interest Arbitration - Department of Transportation**

3.12.220 Sick leave and time off for medical and family reasons.

A. Except for employees covered by subsection G. of this section, employees eligible for leave benefits shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. No adjustment to reduce sick leave accruals for furloughed employee shall be made as a result of a budgetary furlough. The employee is not entitled to sick leave if not previously earned.

B. During the first six months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the county upon termination.

C. For employees covered by the overtime requirements of the Fair Labor Standards Act, sick leave may be used in one-half hour increments, at the discretion of the appointing authority.

D. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

E. Separation from or termination of county employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for nondisciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for nondisciplinary medical reason or be laid off, and return to county employment within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in a term-limited temporary position.

F.1. Except for employees covered by subsection G. of this section, employees eligible to accrue sick leave and who have successfully completed at least five years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings. This provision is predicated on the requirement that, except with the written approval of the executive, the position, if vacated by a nonrepresented employee, shall not be filled until salary savings for the position are accumulated in an amount sufficient to pay the cost of the cash out. For the purposes of this subsection F.1, "retire as a result of length of service" means an employee is eligible, applies for and begins drawing a pension from the Law Enforcement Officers and Firefighters (LEOFF), Public Employees' Retirement System (PERS), Public Safety Employees' Retirement System (PSERS) or the city of Seattle Retirement Plan immediately upon terminating county employment.

2.a. In lieu of the remuneration for unused sick leave at retirement, the manager of the

human resources division, or the manager's designee, may, with equivalent funds, provide eligible employees with a voluntary employee beneficiary association plan that provides for reimbursement of retiree and other qualifying medical expenses. Under K.C.C. 3.12.190.H., in lieu of the remuneration for fifty percent of unused vacation leave at retirement, the manager may also fund the voluntary employee beneficiary association plan.

b. The manager shall adopt procedures for the implementation of all voluntary employee beneficiary association plans. At a minimum, the procedures shall provide that:

(1) each group of employees hold an election to decide whether to implement a voluntary employee beneficiary association plan for a defined group of employees. The determination of the majority of voting employees in a group shall bind the remainder. Elections for represented employees shall be conducted by the appropriate bargaining representative. Elections for nonrepresented employees shall be conducted in accordance with procedures established by the manager;

(2) the manager has discretion to determine the scope of employee groups voting on whether to adopt a voluntary employee beneficiary association plan. The manager shall consult with bargaining representatives and elected officials in determining the scope of voting groups;

(3) any voluntary employee beneficiary association plan implemented in accordance with this subsection F.2. complies with federal tax law. Disbursements in accordance with this subsection F.2. shall be exempt from withholdings, to the extent permitted by law; and

(4) employees shall forfeit remuneration under subsections F.1. and 2. of this section if the employee belongs to a group that has voted to implement a voluntary employee beneficiary association plan and the employee fails to execute forms that are necessary to the proper administration of the plan within twelve months of retirement by reason of length of service, as defined in subsection F.1. of this subsection.

G. Uniformed employees covered under the LEOFF Retirement System-Plan I shall apply for disability retirement under RCW 41.26.120.

H.1. An employee must use all of his or her accrued sick leave and any donated sick leave before taking unpaid leave for his or her own health reasons. If the injury or illness is compensable under the county's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. A furloughed employee shall not be eligible to take or be paid for sick leave in lieu of taking a budgetary furlough day.

2. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to eighty hours of accrued sick leave. A furloughed employee who is on county family medical leave as provided for in this section shall retain county benefits during furlough days.

3. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority. A furloughed employee shall not be eligible to take or be paid for vacation leave in lieu of sick leave in lieu of taking a furlough day. Sick leave shall be used for the following reasons:

a. the employee's bona fide illness, but an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total

amount greater than the net regular pay of the employee;

b. the employee's incapacitating injury, but:

(1) an employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee, though an employee who chooses not to augment his or her worker's compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status;

(2) an employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the safety and workers' compensation program office in writing at the beginning of the leave;

(3) an employee may not collect sick leave and workers' compensation time loss payments for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the county;

c. the employee's exposure to contagious diseases and resulting quarantine;

d. a female employee's temporary disability caused by or contributed to by pregnancy and childbirth;

e. the employee's medical or dental appointments but only if the employee's appointing authority has approved the use of sick leave for those appointments;

f. to care for the employee's child as defined in this chapter if the child has an illness or health condition which requires treatment or supervision from the employee; or

g. to care for other family members, if:

(1) the employee has been employed by the county for twelve months or more and has worked a minimum of nine hundred ten hours for a thirty-five-hour employee or one thousand forty hours for a forty-hour employee in the preceding twelve months;

(2) the family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and

(3) the reason for the leave is one of the following:

i. the birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve months of the birth, adoption or placement;

ii. the care of the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

iii. care of a family member who suffers from a serious health condition.

I. An employee may take a total of up to eighteen work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in subsection H.3.f. and g. of this section, combined, within a twelve-month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

1. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority;

2. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or a family member of the

employee; and

3. If an employee requests intermittent leave or leave on a reduced leave schedule under subsection I.2. of this section that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

J. Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement.

K. The county shall continue its contribution toward health care benefits during any unpaid leave taken under subsection I. of this section.

L. Department management is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be required to substantiate the health condition of the employee or family member for leave requests.

M. An employee who returns from unpaid family or medical leave within the time provided in this section is entitled, subject to bona fide layoff provisions, to:

1.a. the same position he or she held when the leave commenced; or

b. a position with equivalent status, benefits, pay and other terms and conditions of employment; and

2. The same seniority accrued before the date on which the leave commenced.

N. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from county service. (Ord. 16735 § 11, 2009; Ord. 16592 § 2, 2009; Ord. 16339 § 20, 2008; Ord. 15557 § 1, 2006; Ord. 13377 § 3, 1998; Ord. 12943 § 7, 1997; Ord. 12422 § 2, 1996; Ord. 12014 § 21, 1995).

ADDENDUM C**AGREEMENT BETWEEN
KING COUNTY
AND****INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
Transit Design and Construction Supervisors
Interest Arbitration - Department of Transportation****RCW 49.12.270****Sick leave, time off — Care of family members.**

(1) If, under the terms of a collective bargaining agreement or employer policy applicable to an employee, the employee is entitled to sick leave or other paid time off, then an employer shall allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for: (a) A child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned. The employee taking leave under the circumstances described in this section must comply with the terms of the collective bargaining agreement or employer policy applicable to the leave, except for any terms relating to the choice of leave.

(2) Use of leave other than sick leave or other paid time off to care for a child, spouse, parent, parent-in-law, or grandparent under the circumstances described in this section shall be governed by the terms of the appropriate collective bargaining agreement or employer policy, as applicable.



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
International Brotherhood of Teamsters Local 117 (Transit Design and Construction Supervisors - Department of Transportation, Interest Arbitration)
Labor Negotiator
David Levin

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

<i>Six Point Summary of changes to the attached agreement:</i>
1. Wages for 2012 are established in a manner that recovers the 2% cost-of-living adjustment (COLA) that this unit received in 2011, the year that most bargaining units in the County received zero COLA.
2. This declination in wages is accompanied by a wage increase to address concerns about internal equity, compression, and market factors. The decrease and increase in wages is reflected in the wage Addendum.
3. COLA for 2013 and 2014 are consistent with the COLA formula that King County provides as a standard to most of its labor organizations.
4. There are a number of non-substantive administrative changes that reflect existing practice.
5. This agreement rolls over all terms and conditions of employment without substantive modification.
6.

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

CONTRACT: International Brotherhood of Teamsters Local 117
(Transit Design and Construction Supervisors -
Department of Transportation, Interest Arbitration)

TERM OF CONTRACT: January 1, 2012, through December 31, 2014

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: The employees in this bargaining unit supervise the Transit Design and Construction Section of the Metro Transit Division.

NEGOTIATOR: David Levin

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Pre-layoff process, notice, and recall rights are specified by the contract. Layoff is according to seniority in accordance with policy.
➤ INTEREST-BASED BARGAINING:	The parties conducted bargaining in a manner that attempted to satisfy the parties' interests.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	This agreement includes a comprehensive equal employment opportunity clause.
➤ CONTRACTING OUT OF WORK:	This agreement contains a provision about the contracting out of work that strikes a balance between the bargaining unit's preservation of its work jurisdiction and the County's need to perform its services.
➤ LABOR / MANAGEMENT COMMITTEES:	This agreement allows for employee release time to participate in Labor/Management Committees.
➤ MEDIATION:	No provision is specified for mediation, although the parties may jointly agree to resolve disputes through mediation. The parties recently used mediation to resolve collective bargaining.
➤ CONTRACT CONSOLIDATION:	N/A
➤ HEALTH BENEFITS COST SHARING:	Health insurance is provided through the Joint Labor Management Insurance Committee Agreement.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	Negotiations for this unit were protracted. The parties settled negotiations through the impasse resolution rules that are prescribed by the Public Employment Relations Commission for interest arbitration-eligible units.

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

CONTRACT: International Brotherhood of Teamsters Local 117
(Transit Design and Construction Supervisors -
Department of Transportation, Interest Arbitration)

COUNCIL POLICY	COMMENTS
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The agreement is consistent with County policy on the use of temporary and part-time employees.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	This bargaining unit is paid on a biweekly basis.
➤ INTEREST ARBITRATION ELIGIBLE:	This bargaining unit is eligible for interest arbitration.
➤ NO STRIKE PROVISION:	This contract contains a standard no strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	None.
➤ HOURS OF WORK:	The standard workweek for this bargaining unit is 40 hours.
➤ PERFORMANCE EVALUATIONS:	The employees in this bargaining unit receive an annual performance evaluation.

March 28, 2013

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

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide Design and Construction services that support the King County Metro Transit Division.

The enclosed ordinance, if approved, will ratify the International Brotherhood of Teamsters Local 117 (Transit Design and Construction Supervisors - Department of Transportation, Interest Arbitration) collective bargaining agreement (CBA) for the period of January 1, 2012, through December 31, 2014. This agreement covers 12 employees in the Department of Transportation.

These employees are the supervisory tier of employees in the Metro Transit Division's Design and Construction Section. The Design and Construction Section is essentially an in-house engineering and architecture firm that provides support for Metro's construction projects. The employees in this bargaining unit are supervisors. Employees covered by this CBA supervise the engineers, project and construction managers, project control, real estate, environmental, permit, and administrative staff that make up most of the Design and Construction Section in the Transit Division. This group supervises the staff that is responsible for the planning, design, and construction of new facilities; and upgrades to existing facilities that support providing transit service to the public. These include facilities on the seven transit bases, passenger facilities (such as transit centers, bus stop improvements, park-and-ride lots, and garages), and the trolley overhead wiring. In addition, this group supervises the staff that provides technical support on a variety of engineering issues; manages Transit properties; provides environmental documentation on Transit projects; and manages the associated accounting and contract procurement activities to deliver the work.

The Honorable Larry Gossett

March 28, 2013

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This was one of the last bargaining units in King County to secure a cost-of-living adjustment (COLA) in its contract for 2011 before coalition bargaining negotiations began which resulted in most other bargaining units in King County forgoing COLA in 2011. The wage settlement that was produced in these negotiations resulted in a simultaneous declination of wages to recover the 2011 COLA along with an increase in wages to address equity, compression, and market concerns. Reaching a settlement of this sort was difficult and eluded the parties until a mediator from the Public Employment Relations Commission joined the negotiations.

The wage settlement, described above, establishes wages for 2012. There will be two COLAs in the out years of this contract that follow the standard County settlement agreed to with other labor organizations.

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

- **Service Excellence:** this agreement will help ensure a continuity of County services that are responsive to community needs in providing transit facilities.
- **Financial Stewardship:** by adopting the wage reopener language and inclusion in the same County medical plans.
- **Quality Workforce:** by ensuring fair wages and benefits in order to recruit and retain good employees.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will allow King County to continue to provide King County residents with transit facilities.

The Honorable Larry Gossett

March 28, 2013

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If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine

King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Michael Woywod, Chief of Staff

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
Executive Office

Dwight Dively, Director, Office of Performance, Strategy and Budget

Patti Cole-Tindall, Director, Office of Labor Relations

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FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Brotherhood of Teamsters Local 117 (Transit Design and Construction Supervisors - Department of Transportation, Interest Arbitration)		
Effective Date:	Three year contract 1/1/2012 - 12/31/2014		
Affected Agency and/or Agencies:	Transit		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004	
Department Sign Off:	Jill Krecklow, Finance & Administrative Services Manager, Transit, DOT	Phone: 684-1019	
Note Reviewed by:	Supplemental Required?	Shelley De Wys, Budget Analyst	Phone: 263-9718
	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2012	2013	2014
Public Trans Op	464	Transportation	\$ 21,856	\$ 42,108	\$ 28,097
TOTAL: Increase FM previous year			\$ 21,856	\$ 42,108	\$ 28,097
TOTAL: Cumulative			\$ 21,856	\$ 63,964	\$ 92,061

EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2011 Base	2012	2013	2014
Salaries		DOT	\$ 1,167,203	\$ 19,025	\$ 36,654	\$ 24,458
OT			\$ 0	\$ 0	\$ 0	\$ 0
PERS & FICA			\$ 173,680	\$ 2,831	\$ 5,454	\$ 3,639
TOTAL			\$ 1,340,883			
TOTAL: Increase FM previous year				\$ 21,856	\$ 42,108	\$ 28,097
TOTAL: Cumulative				\$ 21,856	\$ 63,964	\$ 92,061

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

1. **Contract Period (s):** Three year contract 1/1/2012 – 12/31/2014
2. **Wage Adjustments & Effective Dates:**

COLA: Wage adjustment: Declination of wages by 2% paired with wage increase to address internal equity, compression, and market factors 1/1/12 (1.63%)
95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 (3.09%);
95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (2.00% Assumed based on OEFA Forecast).

Other:

Retro/Lump Sum Payment: Retro for all of 2012 and part of 2013. Assuming implementation on April 1, 2013 (25% of year), retro will total approximately \$37,848.
3. **Other Wage-Related Factors:**

Step Increase Movement:

PERS/FICA: Payroll taxes @ 14.88%.

Overtime:
4. **Other Cost Factors:**