

**Coalition Labor Agreement (CLA) - Appendix for 042
 Agreement Between King County
 And
 Professional and Technical Employees, Local 17
 Transit Chiefs - Metro Transit Department**

TABLE OF CONTENTS

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

ARTICLE 1: UNION RECOGNITION AND REPRESENTATION 1
 ARTICLE 2: APPLICATION OF THE COALITION LABOR AGREEMENT 3
 ARTICLE 3: EMPLOYEE RIGHTS 4
 ARTICLE 4: PERFORMANCE APPRAISALS 4
 ARTICLE 5: PROBATION 4
 ARTICLE 6: DISCIPLINE 6
 ARTICLE 7: ALTERNATIVE DISPUTE RESOLUTION AND UNFAIR LABOR PRACTICE
 CHARGES 6
 ARTICLE 8: HOLIDAYS 7
 ARTICLE 9: VACATIONS 7
 ARTICLE 10: OTHER LEAVE BENEFITS 8
 ARTICLE 11: WAGE PROGRESSION 10
 ARTICLE 12: SPECIAL BENEFITS 12
 ARTICLE 13: WORK ASSIGNMENTS 13
 ARTICLE 14: LAYOFF AND RECALL 17
 ARTICLE 15: TRAINING 21
 ARTICLE 16: DRUG FREE WORK PLACE 21
 ARTICLE 17: RIGHTS OF MANAGEMENT 21
 ARTICLE 18: LABOR-MANAGEMENT COMMITTEE 21
 ARTICLE 19: WORK CONTINUATION 22
 ARTICLE 20: WAIVER AND MODIFICATIONS 22
 ADDENDUM A: WAGES 24
 Exhibit A – Coalition Labor Agreement Adoption MOA 25
 Exhibit B – Ratification Incentive Payment In Lieu of Retroactive Pay and Sliding Scale Bonus 26

1 **Preamble**

2 These Articles constitute an agreement, the terms of which have been negotiated in good
3 faith, between King County and the Professional and Technical Employees, Local 17. This
4 Agreement will be subject to approval by Ordinance by the County Council of King County,
5 Washington.

6 **Purpose**

7 The purpose of this Agreement is to promote the continued improvement of the relationship
8 between King County, hereafter referred to as the County, and all Employees whose job
9 classifications are listed in Addendum A represented by the Professional and Technical Employees,
10 Local 17, hereafter referred to as the Union, and to set forth the wages, benefits and working
11 conditions of such Employees.

12 In the establishment of this contract, the County and the Union are mutually committed to two
13 fundamental goals:

14 1. Provide the citizens of King County with top quality transit services, products and
15 facilities which are safe, efficient and reliable, and which have the flexibility to adapt to the changing
16 requirements of our community.

17 2. Be an outstanding place for all Employees to work.

18 This labor agreement is intended to support these goals and to uphold and nurture the existing
19 environment of mutual respect, collaboration and teamwork.

20 **ARTICLE 1: UNION RECOGNITION AND REPRESENTATION**

21 **Section 1.1. Union Recognition**

22 The County recognizes the Professional and Technical Employees, Local 17, as the exclusive
23 bargaining representative of all Employees whose job classifications are listed in the attached
24 Addendum A. In recognizing the Union as the exclusive bargaining representative, the County
25 agrees to not effect any change in the wages, benefits or working conditions covered by the terms of
26 this Agreement, except by mutual agreement with the Union.

27 **Section 1.2. Seniority List**

28 Upon request, the County will provide the Union with a current list of all Employees in the

1 bargaining unit by March 1st of each year, September 1st of each year, and following a proposed
2 reduction of force. Such list will indicate the Employee's name, division, section and/or unit,
3 employment status, job classification, date of hire and date of hire into their current classification.
4 King County is responsible for providing the Union with accurate, pertinent, and timely information
5 to assist the Union in identifying the seniority date. Failure to provide this information is grievable.
6 All questions or issues pertaining to a member's seniority will be settled by the Union. The union
7 determined seniority date cannot be grieved. The seniority list will be certified by the Union provided
8 that all pertinent and accurate information was provided.

9 **Section 1.3. Shop Stewards**

10 The Union has the right to appoint stewards at any location where employees of the
11 bargaining unit are employed. The steward shall see that the provisions of this Agreement are
12 observed, and they shall be allowed reasonable time to perform these duties during regular working
13 hours without suffering a loss of pay.

14 **Section 1.4. Union Activities and Representation**

15 An Employee who is authorized to serve as a representative of the Union may visit the work
16 location of other Employees at reasonable times for the purpose of administering the terms of this
17 Agreement. If the Union representative is making a worksite visit during their regular work hours,
18 they will obtain agreement from their supervisor. Before visiting the work location, a Union
19 representative must contact the supervisor or manager of that work location to insure that the
20 worksite visit will not unduly interfere with normal operations at the worksite. Where allowable and
21 after prior arrangements have been made, the County shall make available to the Union meeting
22 space, rooms, virtual meeting space, etc. for the purpose of conducting Union business, where such
23 activities would not interfere with the normal work of the Department. Any individual represented
24 employee in one of the bargaining units who is directly involved through their individual appeal, in a
25 matter being reviewed by the King County Personnel Board shall be allowed time during working
26 hours without loss of pay to attend such meeting if called to testify.

27 **Section 1.5. Retired Employees**

28 The County and the Union recognize the benefit of rehiring retired Employees on a temporary

1 basis into classifications in which they were previously employed consistent with Washington State
2 Department of Retirement Services restrictions on retirees returning to work.

3 **Section 1.6. Non-Discrimination**

4 Neither party will discriminate against any Employee or applicant for employment on account
5 of membership or non-membership in any labor union or other employee organization.

6 **ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT**

7 The CLA shall apply to the individual bargaining unit’s employees as follows:

8 **Section 2.1.**

9 The Preamble in its entirety.

10 **Section 2.2.**

11 All Superseding and non-superseding provisions, unless otherwise noted in Section 2.3 below
12 or in the CLA.

13 **Section 2.3.**

14 The following non-superseding articles do not apply to this bargaining unit:

- 15 • Article 32 “Safety Gear and Equipment Allowance”
- 16 • Article 33 “After Hours Support”
- 17 • Article 36 “Training”

18 **Section 2.4.**

19 For ease of reference, the following provisions, which were previously listed in this
20 Appendix, are covered in their entirety by the CLA:

- 21 • Discipline: Pursuant to CLA, Article 27, and Appendix Article 6.
- 22 • Dispute Resolution Procedures: Pursuant to CLA, Article 26 and Appendix Article 7.
- 23 • Holidays: Pursuant to CLA, Article 10 and Appendix Article 8.
- 24 • Vacation Leave: Pursuant to CLA, Articles 9 and 33.
- 25 • Sick Leave: Pursuant to CLA, Articles 11 and 32.
- 26 • Bereavement Leave: Pursuant to CLA, Article 8 and Appendix Article 10.
- 27 • Military Leave: Pursuant to CLA, Article 2.
- 28 • Unpaid Leaves of Absence: Pursuant to CLA, Article 3.

- 1 • Leave for Volunteer Service: Pursuant to CLA, Article 4.
- 2 • Jury Duty: Pursuant to CLA, Article 5.
- 3 • Donated Leave: Pursuant to CLA, Article 6.
- 4 • Paid Parental Leave: Pursuant to CLA, Article 7.
- 5 • FMLA/KCFML: Pursuant to CLA, Article 11.
- 6 • Union Engagement: Pursuant to CLA, Article 21.
- 7 • Medical, Dental and Life Insurance: Pursuant to CLA, Article 25.
- 8 • Transportation Benefits: Pursuant to CLA, Article 38 and Appendix Article 11.
- 9 • Contracting Out: Pursuant to CLA, Article 16.
- 10 • Working Out of Class: Pursuant to CLA, Article 35.
- 11 • Union Membership: Pursuant to CLA, Article 39.
- 12 • Equal Employment Opportunity: Pursuant to CLA, Article 43.
- 13 • Duration: Pursuant to CLA, Article 45.

14 **ARTICLE 3: EMPLOYEE RIGHTS**

15 **Section 3.1. Review of Personnel Files**

16 Upon request, an Employee can schedule an appointment to review and get a copy of their
17 personnel files. An Employee may authorize their Union representative to obtain a copy of their
18 personnel files. An Employee may also review, upon request, any files to which they have a legal
19 right to access.

20 **Section 3.2. Union Representation**

21 An Employee, at their request, has a right to Union representation at any meeting which they
22 reasonably believe may lead to disciplinary action against the Employee.

23 **ARTICLE 4: PERFORMANCE APPRAISALS**

24 **Section 4.1. Performance Appraisals**

25 Each Employee will receive an annual performance appraisal.

26 **ARTICLE 5: PROBATION**

27 **Section 5.1. Length of Probation**

28 **A.** Upon appointment as a regular Employee to a job classification covered by this

1 Agreement, the Employee will serve a six-month probation. An Employee returning to a job
2 classification in which the Employee has already satisfactorily completed probation will not be
3 required to serve a new probation unless the Employee has been out of the job classification for three
4 or more years, or the Employee is returning to the position due to a disciplinary demotion.

5 **B.** An Employee’s probation may be extended by the County, with the concurrence of
6 the Union.

7 **C.** The County shall endeavor to complete probationary performance appraisals for
8 probationary employees at three-months and five-months into their probationary period. However,
9 nothing in this section shall preclude the County from conducting more appraisals as needed. This
10 section, Article 5.1.C., is not subject to the CLA Article 26 grievance procedure.

11 **Section 5.2. Dispute resolution**

12 **A.** Performance

13 **1)** The County may terminate a probationary Employee for unsatisfactory job-
14 performance.

15 **2)** An Employee who is terminated for unsatisfactory job-performance while
16 on probation may, within 10 days of notice of the notice of termination, request a review of the
17 circumstances with the Supervisor of Transit Employee Relations/designee, or with the immediate
18 supervisor of the individual who made the decision to terminate the Employee. Any failure of the
19 County to execute this review does not constitute a harmful error in the termination nor in any way
20 create a right to grieve or arbitrate the decision.

21 **B.** Discipline

22 **1)** An Employee on probation cannot access the grievance and arbitration
23 provisions of CLA Article 26.

24 **2)** An Employee who receives discipline (excluding oral reprimands) up to
25 and including termination of employment while on probation may, within 10 days of notice of the
26 discipline, request a review of the circumstances of the discipline with the Supervisor of Transit
27 Employee and Labor Relations/designee, or with the immediate supervisor of the individual who
28 made the decision to discipline the Employee. Any failure of the County to execute this review does

1 not constitute a harmful error in the discipline nor in any way create a right to grieve or arbitrate the
2 decision.

3 **ARTICLE 6: DISCIPLINE**

4 **Section 6.1.**

5 Employees have a right to request and be allowed Union representation in any meeting where
6 they reasonably believe that answers given in such meeting might result in being disciplined.

7 Employees are entitled to Weingarten rights in the following situations:

8 • "Investigatory interviews," in which the supervisor is seeking to elicit facts, to have the
9 employee explain their conduct, to discover the employee's "side of the story" or to obtain admissions
10 or other evidence.

11 • A supervisor's request for a written statement or written answers to interrogatories about an
12 incident or accident in which the employee's own conduct may be at issue.

13 • A meeting or discussion in which the employer has not yet decided whether to
14 impose discipline and is seeking information to support or determine that decision.

15 **Section 6.2.**

16 Probationary employees are at-will employees.

17 **ARTICLE 7: ALTERNATIVE DISPUTE RESOLUTION AND UNFAIR LABOR**

18 **PRACTICE CHARGES**

19 **Section 7.1. Non-Contractual Dispute Resolution and Mediation**

20 **A.** The intent of this provision is to provide the Employee with a formal dispute
21 resolution process for issues for which the grievance and arbitration processes do not apply.

22 **B.** An Employee who has a non-contractual dispute is encouraged to exercise their
23 rights to pursue dispute resolution and, if appropriate, use mediation to resolve the dispute. To
24 initiate this process, the Employee will request a dispute resolution meeting with their immediate
25 supervisor. The Employee and their supervisor will then meet in an attempt to resolve the dispute.

26 The supervisor, if requested by the Employee, will provide the Employee with a written summary of
27 the meeting and outcome within 20 days of the meeting.

28 **C.** If the dispute remains unresolved, the Union may, within 20 days of the

1 Employee’s receipt of the written summary, request mediation. The request for mediation will be
2 made, in writing, to Transit Employee & Labor Relations. Mediation will be staffed by the King
3 County ADR Program and will be concluded within 30 days of the request for mediation.

4 **Section 7.2. Unfair Labor Practices**

5 The parties agree that 30 days prior to filing an unfair labor practice (ULP) complaint with the
6 Public Employment Relations Commission (PERC), the complaining party will notify the other party,
7 in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing
8 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order
9 (TRO) as relief for the alleged ULP. The complaining party seeking a TRO will give the other party
10 at least 24 hours notice and promptly serve a copy of all written material on the other party prior to
11 the TRO hearing.

12 **ARTICLE 8: HOLIDAYS**

13 **Section 8.1. Work on a Holiday**

14 An Employee who is required to work on a designated holiday will accrue eight hours of
15 holiday time for such holiday.

16 **Section 8.2. Regular Day Off on a Holiday**

17 When a designated holiday occurs on an Employee’s regular day off, eight hours of holiday
18 time will be added to the Employee’s holiday accrual bank.

19 **Section 8.3. Holiday Accrual Bank**

20 An Employee may not exceed 40 hours of holiday time in their Holiday Accrual Bank on the
21 pay period that includes September 15 of each year. Any amount in excess of 40 hours on the pay
22 period that includes September 15 shall be forfeited.

23 **Section 8.4. Holiday Cash-out**

24 No accrued holiday time will be paid in cash except in the event of an Employee’s death. In
25 such cases, all accrued holiday time will be paid to the Employee’s estate.

26 **ARTICLE 9: VACATIONS**

27 **Section 9.1. Cancellation of Vacation Due to Emergency**

28 To avoid forfeiture of vacation as described in the CLA, an Employee may cash out a

1 vacation balance in excess of the applicable vacation accrual cap if all of the following conditions are
2 met:

3 A. In July of each year, the County will notify each Employee of their current
4 vacation balance. No later than August 31, each Employee who wishes to protect against forfeiture
5 of vacation must develop a written plan for use of vacation, approved in writing by their supervisor,
6 that demonstrates a vacation balance of no more than the applicable vacation accrual cap will remain
7 by the end of the payroll year.

8 B. Documented emergency circumstances in the workplace, as determined by
9 management, or an Employee’s documented illness or injury, force the cancellation of a vacation that
10 is set forth in an Employee’s vacation plan.

11 C. The Employee and their supervisor in good faith, attempt, but fail, to reschedule
12 and implement the cancelled vacation by the end of the payroll year.

13 Cash out of vacation under the conditions listed above is limited as follows:

- 14 1. Cash out may only bring an employee’s vacation bank down to the
- 15 applicable vacation accrual cap; and
- 16 2. An employee may only cash out hours of planned vacation that were
- 17 cancelled due to documented emergency circumstances, illness, or injury, less any vacation hours that
- 18 were successfully rescheduled and taken.

19 An Employee who meets the criteria above may seek vacation cash out per this section or
20 request carryover of vacation as described in the CLA, at their discretion. If a request for carryover is
21 made which meets the above criteria, and is granted, the amount carried over must be included in the
22 following year’s vacation plan. Consecutive year request for payout or carry over must be reviewed
23 and approved by the General Manager, or their designee.

24 **ARTICLE 10: OTHER LEAVE BENEFITS**

25 **Section 10.1. Bereavement Leave Travel**

26 An additional day will be paid when round trip travel of 200 or more miles is required.

27 **Section 10.2. Executive Leave**

28 A. Employees represented by this Agreement may be classified as FLSA-exempt.

1 The nature of their work sometimes requires them to be on-call for significant periods of time and to
2 work, on an on-going basis, substantially in excess of the standard work schedule for other County
3 employees. Therefore, each FLSA exempt Employee will be granted five days of executive leave
4 annually. In addition to these five days of executive leave, an FLSA exempt Employee may be
5 granted up to an additional five days of executive leave, when authorized in writing by the General
6 Manager or their designee, in recognition of the additional on-call time, excess work and/or
7 performance expectations required by their specific position.

8 **B.** Employees assigned to a swing or graveyard shift or who have significant on-call
9 responsibilities will meet with their supervisor at the beginning of each year to discuss recognition for
10 their additional time commitments to work. These employees and supervisors will have a discussion
11 about the manner to recognize each employee's additional time commitments, and may include
12 whether each employee will generally flex their time to roughly account for additional time
13 commitments outside the normal work hours, complete regular shifts in addition to the extra time
14 commitments, and the amount of variation the additional commitments require to the employee's
15 normal schedule. Upon the completion of this discussion the employee will be granted up to an
16 additional five days of executive leave provided for in A. above annually. The grant of these
17 additional days of executive leave remains at the sole discretion of management. For employees
18 granted the additional five days of executive leave who continue to have extraordinary demands on
19 their off shift hours, flexibility with their work schedules may be granted by their immediate
20 supervisor.

21 **C.** The yearly executive leave accrual will appear on the Employee's paycheck
22 resulting from the first full pay period in January. Executive leave must be used in the payroll year
23 granted and cannot be carried into the next payroll year or cashed out. No executive leave will be
24 paid in cash except in the event of an Employee's death. In such cases, all unused executive leave
25 will be paid to the Employee's estate.

26 **Section 10.3. Other Leaves**

27 Each Employee is entitled to other leave benefits as provided for in the CLA, the King County
28 Personnel Guidelines, and applicable State and federal laws.

1 **ARTICLE 11: WAGE PROGRESSION**

2 **Section 11.1. Wage Rates**

3 The wage rates for Employees in the bargaining unit will be as set forth in Addendum A,
4 attached to this Agreement.

5 **Section 11.2. Wage Progression**

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

8 B. The appointing authority may place a newly hired Employee at Step 2 upon hire,
9 or a higher step when the department director determines this action is warranted based on the criteria
10 set forth in the King County Personnel Guidelines. Pay placement for employees being promoted,
11 transferred, or demoted shall be determined by Article 10.3, 10.4, and 10.5 below.

12 C. An Employee will progress through the steps of their salary range as follows:

13 1) Employees shall receive a step increase upon successful completion of
14 probation.

15 2) Each subsequent step increase will be effective on January 1 of each
16 following year.

17 D. For the duration of this Agreement an Employee who has been at the top step of
18 their salary range for two years or more will be eligible annually for a merit increase of 2.5% or 5%
19 in accordance with the King County Merit Pay Plan as revised in 2009, above the top step, under the
20 following conditions:

21 1) The Employee has received a performance rating of 4.34 or higher on a
22 scale of 5 for two or more consecutive years, or the Employee is currently receiving a merit pay step
23 above the top step, and continues to receive a rating of 4.34 or higher on a scale of 5 on an annual
24 basis.

25 2) If the Employee's performance rating falls below a 4.34 on a scale of 5 for
26 any year, the annual merit increase will be discontinued until such time as the Employee again attains
27 a performance rating of at least 4.34 on a scale of 5 for two consecutive years.

28 3) An Employee's performance rating and a decision to grant a merit increase

1 for a rating of 4.34 or higher is not subject to the grievance and arbitration provisions of CLA Article
2 26.

3 **E.** King County shall not make any post-hire adjustments to Transit Chiefs' salary
4 steps based on subsequent collective bargaining settlements or retroactive pay associated with other
5 unions.

6 **Section 11.3. Special Duty Assignments - Salary Credit**

7 An Employee who is acting in a Special Duty Assignment and then receives a regular
8 appointment to the same position will have the acting time credited for purposes of salary step
9 placement and future salary step increases consistent with superseding language in CLA Article 15,
10 which states: (1) An employee on special duty will continue to advance through the wage steps of
11 their base pay range while on special duty. If the employee is at their top step in the base
12 classification, the employee will advance to the next step of the special duty classification , and (2) If
13 an Employee who served in the Special Duty Assignment is hired into the position, step placement on
14 promotion into a special duty classified position shall be the first step of the position that does not
15 result in a loss of pay the employee was paid when working the special duty position .

16 **Section 11.4. Pay upon Promotion**

17 An employee who is promoted shall be placed at Step 2 or the nearest step in the new salary
18 range which provides at least a 5% increase above the employee's previous rate of pay in effect at the
19 time of the personnel action. The appointing authority may place the promoted Employee at a higher
20 step when the appointing authority determines this action is warranted based on the criteria set forth
21 in the King County Personnel Guidelines and KCC 3.15.130, as amended. Initial placement onto a
22 step on the salary schedule shall not be less than that which the employee could earn as an acting
23 Chief or Lead in their previous position for County employees promoted to Chief. If the employee is
24 receiving above-Step-10 merit pay, such pay shall be considered when determining the step in the
25 new salary range. The employee will receive Merit Pay at the start of the new calendar year if they
26 earned Merit Pay for the following year before their promotion. This section is not applicable to a
27 promotion that is a result of a reclassification.

28 **Section 11.5. Pay upon Transfer**

1 Employees who transfer to a position assigned the same pay range shall be placed at the step
2 of the new pay range, which is closest to, but not less than the pay step that the employee received
3 before the transfer. However, this step may not exceed the maximum of the new pay range except
4 where the employee was receiving above-Step-10 merit pay in their former position, in which case
5 such pay may exceed the top step of the new range by no more than 5%. The employee will receive
6 Merit Pay at the start of the new calendar year if they earned Merit Pay for the following year before
7 their transfer.

8 **Section 11.6. Pay upon Demotion**

9 Employees who accept a voluntary demotion shall be placed at the highest step in the new pay
10 range that does not exceed the pay rate that the employee received before the demotion. If the
11 employee is receiving above-Step-10 merit pay, such pay may be considered when determining the
12 new pay and the new pay may not exceed 5% above Step 10. Pay placement for involuntary
13 demotions or for employees serving a probationary period who are demoted to a classification the
14 employee formerly occupied shall be consistent with rules set forth in the King County Personnel
15 Guidelines. The employee will receive Merit Pay at the start of the new calendar year if they earned
16 Merit Pay for the following year before their demotion.

17 **ARTICLE 12: SPECIAL BENEFITS**

18 **Section 12.1. Transit Passes**

19 Each current and retired Employee will be provided with an annual transit pass at no cost to
20 the Employee.

21 **Section 12.2. Clothing Allowance**

22 **A.** Each Vehicle Maintenance Chief and Facilities Maintenance Chief will have
23 access to clean clothing provided by County contracted laundry services.

24 **B.** An Employee who is required to wear safety shoes as a regular part of their duties
25 shall be entitled to an allowance for the purpose of purchasing work safety shoes, socks, and inserts
26 provided annually in a separate check not later than March of each year in the amount of \$220.

27 **C.** If an Employee can document that they have purchased safety shoes in the past
28 twelve months and if those safety shoes have been stolen, damaged, or worn out, King County will

1 reimburse the Employee for up to \$220 for the cost of replacement shoes.

2 **D.** An Employee who is required to work in inclement weather as a regular part of
3 their duties will be provided an all weather coat, or equivalent, every four years.

4 **Section 12.3. Accidental Death Benefit – Criminal Assault**

5 The County provides special coverage in the event of a felonious assault for employees
6 covered under the County’s Accidental Death and Dismemberment Insurance Plan.

7 **Section 12.4. Commercial Drivers Licenses**

8 King County shall pay for Commercial Drivers Licenses (CDL) renewals for all Chiefs who
9 are designated as safety sensitive and who have requested and have been approved to maintain CDLs
10 for Metro-related business. This provision applies only to renewals of CDLs and does not require
11 King County to pay for Employees to acquire new CDLs.

12 **ARTICLE 13: WORK ASSIGNMENTS**

13 **Section 13.1. Alternative Work Schedules**

14 **A.** An Employee may request an alternative work schedule, which may include
15 flexible work hours, compressed work weeks, telecommuting and/or job share arrangements.
16 Approval for an alternative work schedule must be received from the Employee’s supervisor. The
17 decision to allow an alternative work schedule is solely within the County’s discretion and approval
18 may be revoked at any time. The Employee may also choose to return to the standard work schedule
19 at any time.

20 **B.** If either the County or the Employee decides to cancel the Employee’s alternative
21 work schedule, written notice must be provided to the other party at least 10 working days prior to the
22 effective date of the cancellation, except where a written agreement provides other requirements.

23 **Section 13.2. On-Call Rotation**

24 When a Chief performs work as a part of assigned after-hours on-call duty rotation, the Chief
25 may work with their immediate supervisor to adjust their work schedule within the week. It is not the
26 intent of this section to provide a minute-for-minute shift in time; rather, the intent is to recognize
27 some on-call duties may significantly interfere with an employee’s rest before the following
28 workday.

Section 13.3. Temporary Assignments

An Employee may be assigned to work outside of their classification on a temporary basis in accordance with Articles 15 and 33 of the CLA. However, if the temporary assignment extends beyond six (6) months, the County will, on request from the Union, review with the Union the reasons why the acting assignment is still required. A review will occur every six months, for the duration of the temporary assignment, if requested by the Union.

Section 13.4. Shift and Worksite Assignments

The County has the right to assign an Employee to a specific worksite and shift for demonstrable business requirements. When the County finds it necessary to make such an assignment, the County will, on request from the Union, discuss with the Union the business reasons for the assignment.

Section 13.5. Chief Assignments

A. The County has the right to remove a chief from their current shift and place them on a different shift when there are documented performance deficiencies which specifically indicate that the chief is not satisfactorily performing the duties of the shift and has not been able to bring their performance up to a satisfactory level within a reasonable amount of time. The County will assist the chief in their effort to remedy the performance deficiencies by providing training, as appropriate, and clearly defined performance criteria. Prior to moving the employee, King County will provide information to the Union and the employee of its reasons.

B. Filling temporary chief vacancies in Vehicle Maintenance:

1) When a temporary chief vacancy occurs at a worksite, the supervisor and chiefs at that worksite will determine how to fill the vacant shift. Temporary upgrades may then be used to fill any shifts remaining vacant.

2) If the temporary vacancy extends, or is expected to extend, beyond one year, the County will review with the Union the business reasons for the vacancy and the anticipated duration of the vacancy. Following the one-year review, if the vacancy extends beyond the previously anticipated duration, the Union may request additional reviews of the circumstances.

C. Filling permanent vacancies for Vehicle Maintenance Base Chief, Electrical

1 Section Chief & Mechanical Rebuild Chief positions:

2 1) When a vehicle maintenance base chief, electrical section chief or
3 mechanical rebuild chief position becomes permanently vacant, the Union may conduct a seniority
4 move-up on the position, and any positions subsequently open as a result of the move-up.

5 (a) All vehicle maintenance base chiefs, electrical section chiefs and
6 mechanical rebuild chiefs are eligible to participate in the move-up unless there are documented
7 performance deficiencies which specifically indicate that the individual is not able to perform the
8 duties of the vacant position.

9 (b) Administering the move-up, including notification to the
10 Employees and maintenance of seniority, is the responsibility of the Union. Results of the move-up
11 are not grievable.

12 (c) Prior to sending notification of a move-up to the Employees, the
13 Union will notify the County of its intent to conduct a move-up.

14 **D. Filling permanent chief vacancies in Vehicle Maintenance specialty shops:**

15 1) This section applies to the following position titles: Chief of Material
16 Management; Chief of Inventory Control; Chief of Body Rebuild Section; Chief of Machine Shop
17 Section; Chief of Paint and Sign Shop; Chief of Revenue Fleet Inspection; Chief of Maintenance
18 Training.

19 2) When the County is recruiting for a vehicle maintenance chief position for
20 any of the positions listed in paragraph 1, the recruitment process will include a general
21 announcement to all Vehicle Maintenance chiefs to encourage interested Employees to apply for the
22 position.

23 3) The County will give first consideration, in seniority order, to vehicle
24 maintenance chiefs who have applied for the open position. Nevertheless, when filling a vacancy for
25 a position listed in paragraph 1 above, the decision of who to hire is vested solely with the County,
26 and the selection decision is not grievable.

27 **E.** If, after discussion with the Union, a Chief is moved pursuant to Section 3 or
28 Section 4(A) of this Article to a position held by another Chief, the other Chief will be moved to that

1 Chief’s position until the next move-up.

2 **Section 13.6. Rail Operations Chief Assignments**

3 It is the intent of the parties that Employees will:

- 4 1) Not have less than 60 hours off during their regular days off.
- 5 2) Not have less than eight hours off between shifts.
- 6 3) Not be required to work more than sixteen hours.

7 If these situations occur, the parties will discuss how to resolve the problem and/or avoid a
8 reoccurrence.

9 **Section 13.7. Filling Operations Positions in Bus, Rail and Streetcar**

10 **A. Notice.** When there is a vacant Chief position in Bus Operations, Rail Operations,
11 or Streetcar Operations, or if King County is developing an eligibility list for hiring Operations
12 Chiefs in Bus, Rail or Streetcar, King County will send notice to the Union of the vacancy or
13 vacancies. The Union will distribute this information to its members as it sees fit.

14 **B. Filling vacancies.** When there is a vacancy in a Chief position or positions, King
15 County will solicit input from Operations Chiefs in Bus, Rail and Streetcar to identify if anyone is
16 interested in moving to the open position. King County will then determine whether a Chief
17 expressing interest in the move will be selected and will consider the employee’s seniority in making
18 the decision. If King County does not select the most senior Chief applicant for the position, it will,
19 prior to announcing the decision, provide information to the Union and the employee about its
20 reasons.

21 **C. Unfilled vacancies.** King County will notify the Union of any vacancy that has
22 not been filled within 90 days.

23 **Section 13.8. Filling vacancies in Facilities Maintenance on the Bus-Side**

24 **A. Notice.** When there is a vacant Chief position in Facilities Maintenance on the
25 Bus-Side, or if King County is developing an eligibility list for hiring Facilities Chiefs in Facilities
26 Maintenance on the Bus-Side, it will send notice to the Union of the vacancy or vacancies. The
27 Union will distribute this information to its members as it sees fit.

28 **B. Filling vacancies.** When there is a vacancy in a Bus-side Facilities Chief position

1 or positions, King County will solicit input from Bus-side Facilities Chiefs to identify if anyone is
2 interested in moving to the open position. King County will then determine whether a Chief
3 expressing interest in the move will be selected and will consider the employee’s seniority in making
4 the decision. If King County does not select the most senior Chief applicant for the position, it will,
5 prior to announcing the decision, provide information to the Union and the employee about its reason.

6 **C. Unfilled vacancies.** King County will notify the Union of any vacancy that has
7 not been filled within 90 days.

8 **ARTICLE 14: LAYOFF AND RECALL**

9 **Section 14.1. Layoff Process**

10 **A.** When a reduction in force is anticipated, the County and Union will meet and
11 jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

12 **B.** When a reduction of positions is required, the County and Union will meet and
13 jointly endeavor to find ways to minimize, or eliminate, the number of Employees who must be laid
14 off (for example: reassign Employees to vacant positions, locate temporary placement in other
15 departments, encourage leaves of absence, allow job-sharing, etc.).

16 **C.** When the elimination of a position will result in an Employee being laid off, the
17 Employee will be selected by inverse seniority within the layoff group, as defined in sections five and
18 six of this article.

19 **Section 14.2. Notice**

20 When the elimination of a position will result in an Employee being laid off, the County will
21 provide written notice to the Union and the affected Employee at least 90 calendar days prior to the
22 effective date of the layoff.

23 **Section 14.3. Recall**

24 **A.** An Employee who is laid off will have general recall rights to other vacant County
25 positions, in accordance with the King County Personnel Guidelines, for a period of two years
26 following the Employee’s layoff. In addition, the Employee will retain specific recall rights to the
27 position from which they were laid off for an additional one year period following the end of the two
28 year general recall period. During the three year specific recall period, the Employee will retain

1 specific recall rights to the position from which they were laid off regardless of whether the
2 Employee has accepted a different position within the County.

3 **B.** When the County is filling a bargaining unit position and there are laid-off
4 Employees who have held such positions within the previous five years, the position will be offered
5 to such Employees. If there is more than one Employee in such situation, the hiring authority will
6 decide which Employee will be offered the position.

7 **C.** When a laid-off Employee applies for, or is referred to, a bargaining unit position
8 and such Employee is unsuccessful in obtaining the position, the Employee will be provided with the
9 rationale for non-selection, interview and test scores, and any other documentation used to make the
10 determination.

11 **D.** An Employee who is recalled from layoff will have all unpaid sick leave balances
12 restored.

13 **E.** It is the Employee's responsibility to maintain their current contact information
14 with the County.

15 **Section 14.4. Outplacement Services**

16 The County will contract with qualified firms to provide outplacement services for Employees
17 who have been notified of their impending layoff. Each affected Employee will be allowed to access
18 such outplacement services for a period of one year following receipt of their notice of layoff, or to a
19 maximum expenditure of \$2,500, whichever comes first.

20 **Section 14.5. Layoff Seniority**

21 **A.** Seniority is under the jurisdiction of the Union. All questions or grievances
22 pertaining to seniority will be settled by the Union. Employee layoff seniority is defined by their
23 most recent permanent hire date into a position within a layoff group as defined by Section 12.6 of
24 this article. If two (2) Employees were hired on the same date, the Employee who has been
25 employed by King County or its predecessor organizations, including Metro, Metropolitan Transit,
26 and Seattle Transit for the longest continuous period of time shall have higher seniority.

27 **B.** An Employee who has obtained permanent status in any bargaining unit
28 classification and who accepts a position in King County outside of the bargaining unit shall retain

1 their layoff seniority for one year from the date of transfer.

2 **Section 14.6. Layoff Groups**

3 Layoff Groups are defined as follows:

4	Position Title
5	Chief of Base Operations
6	Chief of Service Quality
7	Chief of Transit Control Center (formerly Chief of Service Communications)
8	Chief of Operations Training
9	Chief of Mechanical Rebuild*
10	Chief of Machine Shop Section
11	Chief of Body Rebuild Section
12	Chief of Paint Shop
13	Chief of Electrical Section*
14	Chief of Vehicle Maintenance
15	Chief of Fleet Engineering
16	Chief of Stores
17	Chief of Warranty Administration
18	Chief of Electronics
19	Chief of Power
20	Chief of Radio Maintenance
21	Chief of Facilities & Maintenance
22	Chief of Information Production
23	Chief of Marketing and Promotions
24	Chief of Pass Sales
25	Chief of Business Transportation Solutions
26	Chief of CITRS
27	Chief of Customer Response
28	Coordinator, Rideshare Service Program
	Coordinator, Vanpool Fleet
	Coordinator, Customized Services
	Chief of Rail Operations
	Chief of Rail Vehicle Maintenance
	Chief of Rail Maintenance Service Center (formerly Materials Service Center)
	Chief of Rail Power
	Chief of Rail Signals and Communication
	Chief of Rail Track & ROW
	Chief of Rail Training
	Chief of Rail SCADA
	Chief of Rail Facilities

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

Position Title
Chief of Rider Information
Chief of Streetcar Operations
Chief of Streetcar Vehicle Maintenance

* Part of composite Chief of Vehicle Maintenance Layoff Group.

1 **ARTICLE 15: TRAINING**

2 **Section 15.1. Training Opportunities**

3 The County recognizes the benefit of training and will provide information and access to
4 training opportunities for Employees, within budgeted appropriations. The decision to provide
5 training opportunities will be based upon, but not limited by, the overall objectives of encouraging
6 and motivating Employees to improve their work performance.

7 **Section 15.2. Reimbursement for Training Expenses**

8 An Employee enrolled in a degree program that the County determines to be job-related may
9 be eligible to receive reimbursement from the County for up to 50% of this program. An Employee
10 who takes individual classes or courses which management determines to be job-related may be
11 eligible to receive reimbursement from the County for up to 100% of class fees or course fees. The
12 decision to provide any reimbursement or initial course approval is solely based upon the County's
13 discretion and is subject to financial constraints.

14 **ARTICLE 16: DRUG FREE WORK PLACE**

15 The Union agrees to comply with all applicable Federal, State and County regulations,
16 ordinances and executive orders with regard to the drug free workplace.

17 **ARTICLE 17: RIGHTS OF MANAGEMENT**

18 Except as limited by the express written terms and conditions of this Agreement or by any
19 practice mutually established by the County and the Union, the management and direction of the
20 workforce are vested exclusively in the County. In areas where this Agreement is silent, the
21 management and direction of Employees will be in accordance with King County Personnel
22 Guidelines and other directives, policies and ordinances, as appropriate.

23 **ARTICLE 18: LABOR-MANAGEMENT COMMITTEES**

24 **Labor-Management Committee**

25 The Union and County agree to establish a Labor-Management Relations Committee (LMC).
26 Such committee will meet for the purpose of discussing issues or problems which may arise in
27 contract or policy administration. Meetings will be scheduled as needed, but at least annually. The
28 Union Representative and the County will co-chair the meeting and determine the appropriate

1 participants, based on the issues to be discussed. Grievances, unfair labor practices, law suits and
2 disciplinary matters are not subjects for discussion for the LMC. The County and the Union also
3 understand that the LMC is not a substitute for bargaining and has no authority to amend the contract.

4 **Safe Staffing Labor-Management Relations Committee**

5 King County and the Union form a standing labor-management relations committee
6 specifically for the purpose of addressing safe staffing concerns. This committee is tasked with
7 developing a charter and scheduling regular meetings on topics such as staffing levels, on-call work,
8 rest between shifts, and safety. The committee will investigate and address issues relating to the
9 time spent by Chiefs outside of regular work hours. Meetings will be scheduled as needed, but at
10 least annually. The Committee will meet at least quarterly, and more often if agreed to by the parties.
11 If the committee develops any mutually agreed upon recommendations to address staffing, King
12 County and the Union shall convene a meeting to review the recommendations.

13 **ARTICLE 19: WORK CONTINUATION**

14 The County and the Union agree that the public interest requires the efficient and
15 uninterrupted performance of all County services. To this end, the Union will not cause or condone
16 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
17 duties, or other interference with County functions by Employees under this Agreement. If such
18 interference should occur, however, the Union agrees to take immediate and appropriate steps to end
19 such interference.

20 **ARTICLE 20: WAIVER AND MODIFICATIONS**

21 **Section 20.1. Waiver**

22 The parties acknowledge that each has had the unlimited right within the law and the
23 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
24 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
25 Agreement. The County and the Union, for the duration of this Agreement, each agrees to waive the
26 right to oblige the other party to bargain with respect to any subject or matter not specifically referred
27 to or covered in this Agreement.

1 **Section 20.2. Modification**

2 For the duration of this Agreement, the County and the Union may, with mutual consent,
3 negotiate modifications, including additions, deletions and changes, to the terms of this Agreement.
4 No modification will become effective without a written agreement, signed by both the County and
5 the Union, that defines the specifics of the modification.

6
7 For the County:

8
9 DocuSigned by:

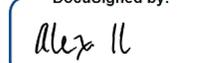
10 FFB7CAE1C6B24B0

5/1/2023

11 Angela Marshall, Deputy Director
12 Office of Labor Relations, Executive Office

Date

13 For Professional and Technical Employees, Local 17:

14
15 DocuSigned by:

16 0F565C6A80624BE...

5/1/2023

17 Alex Il
18 Union Representative

Date

19 DocuSigned by:

20 FC7C1500FF1C4F6

5/1/2023

21 Karen Estevenin
22 Executive Director

Date

Exhibit A
Memorandum of Agreement
By and Between
King County
and

Professional and Technical Employees, Local 17 – Transit Chiefs –
Metro Transit Department [042]

Subject: Coalition Labor Agreement (CLA) Adoption

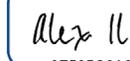
Agreement: The parties hereby agree to the following terms:

1. This bargaining unit shall be added to the list of bargaining units who are party to the CLA. The County and the Union shall accept the provisions of Coalition Agreements, including the CLA in its entirety, and the attached MOAs; except as described below in Exhibit B, which supersedes some provisions of CLA Article 29 and the CLA Retroactivity MOA.

2. This Agreement shall be effective on the 1st day of the 1st pay period after the Ordinance Effective Date following KCC ratification.

For Professional and Technical Employees, Local 17:

DocuSigned by:



0E565C6A80624B0...

5/1/2023

Alex II, Union Representative

Date

For Professional and Technical Employees, Local 17:

DocuSigned by:



EC7C1500EF1C4E6...

5/1/2023

Karen Estevenin, Executive Director

Date

For King County:

DocuSigned by:



EED7CAF1C6B24B0...

5/1/2023

Angela Marshall, Deputy Director

Date

Office of Labor Relations, King County Executive Office

Exhibit B

Ratification Incentive Payment In Lieu of Retroactive Pay and Sliding Scale Bonus

1. The County will apply the 2021, 2022, and 2023 General Wage Increase **prospectively** on the 1st day of the 1st pay period following the Ordinance Effective Date adopting this Agreement. *(Ordinance Effective Date is 10 days following the date the King County Executive executes/signs the Ordinance following King County Council ratification. Also known as “law date”.)*

*Note, annual GWI rate amount increases described below are equivalent to Coalition Labor Agreement terms.

- A. 2021 GWI 1.5%
- B. 2022 GWI 3%
- C. 2023 GWI 4%
- D. Effective January 1, 2024, GWI 4%

2. IN LIEU of the economic terms set forth in the Coalition Labor Agreement (i.e., retroactive compensation of GWIs and sliding scale bonus), the County will make the following payments in lieu of retroactive pay and sliding scale bonus:

RATIFICATION INCENTIVE PAYMENT:

A. To be eligible for the Ratification Incentive Payment, an employee must be an “Active Bargaining Unit Employee” on April 27, 2023, which was the date of successful Union ratification of the Coalition Labor Agreement and the 042 Appendix; except as described in Section E below, for Active Bargaining Unit Employees that leave their position after April 27, 2023, but before the date of KCC ratification. (**Active Bargaining Unit Employee** means employed in a base position under the 042 Appendix as of April 27, 2023, which was the Union ratification date of this Appendix and the CLA)

The **Ratification Incentive Payment** will be in lieu of retroactive backpay for general wage increases (2021, 2022, 2023) and the CLA sliding scale bonus. All wage adjustments will instead be applied prospectively on the 1st day of the 1st pay period after the Ordinance Effective Date following KCC ratification.

Active Bargaining Unit Employee Ratification Incentive Payment Amounts	
Employee Hire Date in an 042 or 044 classification	Amount
On or before 12/31/20 through 12/31/21	\$21,000
1/1/22 through 12/31/22	\$12,000
1/1/23 through 4/27/23	\$4,000

- B. Ratification Incentive payments subject to standard payroll tax withholdings.
- C. Employees that separate or terminate from their position in the bargaining unit for any reason prior to April 27, 2023, will be ineligible for the Ratification Incentive Payment.

1 D. If an employee is no longer in a 042 Appendix represented bargaining unit position
2 (excluding special duty assignments) on April 27, 2023, the employee will be ineligible for the
3 Ratification Incentive Payment.

4 E. Active Bargaining Unit Employees that separate or terminate from the bargaining unit
5 on or after April 27, 2023, but before the Ordinance Effective Date (e.g., approximately three-to-six-
6 week time period in May to July 2023 depending on KCC ratification date) will be eligible for the
7 Ratification Incentive Payment as follows. The County will provide the applicable Active Bargaining
8 Unit Employee Ratification Incentive Payment Amounts listed above to eligible employees who
9 separated or terminated from the bargaining unit after April 27, 2023, but before the Ordinance
10 Effective Date, subject to a \$3,000 deduction from the applicable payment amount. This exception
11 will only apply to regular, non-probationary employees.

12 F. Employees hired after April 27, 2023, will be ineligible for the Ratification Incentive
13 Payment.

14 G. No employees will be eligible to receive retroactive backpay on GWIs or the CLA
15 sliding scale bonus as these funds have been pooled and factored into the per employee Ratification
16 Incentive Payment / Retiree Lump Sum Payment.

17 H. Employees who have already received the CLA Sliding Scale Bonus and the CLA GWI
18 retroactive payment, or the Non-Represented Retention Bonuses shall not be eligible to receive this
19 Ratification Incentive Payment.

20 **RETIREE LUMP SUM PAYMENT**

21 A. In lieu of the Ratification Incentive Payment, retroactive GWIs, and/or the CLA sliding
22 scale bonus, **former bargaining unit employees** who worked in the bargaining unit in 2021 and who
23 retired from King County before April 27, 2023 (i.e., ineligible for Ratification Incentive Payment)
24 will instead be eligible for a **\$5,500** Retiree Lump Sum Payment if they retired in 2021, or in the
25 amount of **\$12,000** if they retired in 2022 or 2023. Payments are subject to standard payroll tax
26 withholdings.

27 B. All other former bargaining unit employees, including employees who maintained
28 County employment in a position outside the bargaining unit, will be ineligible to receive retroactive
backpay on GWIs or the CLA sliding scale bonus as these funds have been pooled and factored into
the per employee Ratification Incentive Payment / Retiree Lump Sum Payment.

3. The parties acknowledge that the Agreement must be ratified by both the County and by the
Union membership in order to effectuate the above payments.