

**AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND THE  
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17  
PROFESSIONAL & TECHNICAL  
DEPARTMENT OF TRANSPORTATION  
2015 – 2016  
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**ARTICLE 1: PURPOSE**

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

**ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

**Section 1. Recognition.** The County recognizes the Union as the exclusive representative of full-time regular, part-time regular, probationary and Term-Limited Temporary employees in the Department of Transportation (DOT) except the Airport, Marine, and Transit Divisions for all classifications listed in the attached Addendum A (Planning Unit) and Addendum B (Professional Unit).

**Section 2. Good Standing.** It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union, or pay agency fees to the Union to the extent permitted by law. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the (30th) thirtieth day following the beginning of such employment, become and remain members in good standing in the Union, or pay agency fees to the Union to the extent permitted by law.

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

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

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

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

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

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

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

7 **Section 7. Union Office.** An employee elected or appointed to office in a local of the Union,  
8 which requires a part, or all of his/her time shall be given leave of absence without pay upon  
9 application, for a maximum of two years.

10 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

1 **ARTICLE 4: HOLIDAYS**

2 **Section 1.** Employees eligible for leave benefits shall be granted holidays with pay as  
3 follows:

4

5 New Year's Day	January 1st
6 Martin Luther King, Jr.'s Birthday	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	Fourth Friday in November
14 Christmas Day	December 25th

15

16 and special or limited holidays as declared by the president or governor, and as approved by the  
17 Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County  
18 Council may determine.

19 **Section 2. Personal Holidays.** Employees eligible for leave benefits shall be granted two  
20 personal holidays to be administered through the vacation plan; provided, that the hours granted to  
21 employees working less than a full-time schedule shall be prorated to reflect their normally scheduled  
22 work week. One day shall be credited to the employee's leave balance on the first of October and one  
23 day on the first of November. One personal holiday shall be added to the vacation leave bank in the  
24 pay-period that includes the first day of October and one personal holiday will be added in the pay-  
25 period that includes the first day of November of each year.

26 **Section 3. Holidays Observed.** Whenever a holiday falls on a Sunday, the following  
27 Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on  
28 the preceding Friday.

1           **Section 4. Pay Status.** An employee must be in a pay status either the employee's scheduled  
2 working day before or the employee's scheduled working day after a holiday in order to receive  
3 holiday pay. An employee leaving County employment the day prior to the holiday shall not receive  
4 holiday pay; provided, however, that an employee who has successfully completed at least five years  
5 of county service and who retires at the end of a month in which the last regularly scheduled working  
6 day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day  
7 before the day observed as a holiday. Holidays paid for but not worked shall be recognized as time  
8 worked for purposes of determining weekly overtime for FLSA non-exempt employees.

9           **Section 5. Alternate Work Schedules.**

10           A. Holiday pay shall be based on the number of hours the employee would normally  
11 have worked on the day the holiday occurs, up to a maximum of eight (8) hours for leave-eligible  
12 employees with a 40 hour week, or seven (7) hours for leave-eligible employees with a 35 hour work  
13 week. Hourly employees on flex or alternative work schedules may, with the supervisor's approval,  
14 adjust their schedules during a holiday week (such as reverting to a five-day workweek) so as to be  
15 eligible for holiday pay plus all non-holiday work hours for that work week. Part-time leave eligible  
16 employees shall receive pro rated holiday pay based on their normal hours of work per week in  
17 relation to a full-time schedule of 35 or 40 hours.

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

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

25

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

26  
27  
28

1 **ARTICLE 5: VACATION**

2 **Section 1.** Employees eligible for leave benefits shall be granted vacations with pay as  
3 follows:

4

Full Years of Service	Maximum Total Days
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 26	30

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21 **A.** Vacation accrual rates for an employee who works other than the full time  
22 schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled  
23 work week.

24 **B.** Employees eligible for vacation leave shall accrue vacation leave from their date of  
25 hire in a benefit eligible position.

26 **C.** Employees eligible for vacation leave shall not be eligible to take or be paid for  
27 vacation leave until they have successfully completed their first six (6) months of County service in a  
28 leave eligible position, and if they leave County employment prior to successfully completing their

1 first six (6) months of County service, shall forfeit and not be paid for accrued vacation leave.

2 However, such employees may be eligible to use accrued vacation leave for family care as provided  
3 by Washington State law, or may, at the Division Director's discretion, use any accrued vacation as  
4 an extension of sick leave.

5 **D.** Employees eligible for leave shall not use or be paid for vacation leave until it has  
6 accrued and such use or payment is consistent with the provisions of this Article.

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

9 **F.** In cases of separation from County employment by death of an employee with  
10 accrued vacation leave and who has successfully completed his/her first six (6) months of County  
11 service in a leave eligible position, payment of unused vacation leave up to the maximum accrual  
12 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,  
13 RCW Title 11.

14 **G.** If an employee resigns from a benefit eligible position or is laid off and  
15 subsequently returns to County employment within two (2) years from such resignation or layoff, as  
16 applicable, the employee's prior County service shall be counted in determining the vacation leave  
17 accrual rate under Section 1.

18 **H.** Benefit eligible employees may accrue up to sixty (60) days vacation leave,  
19 prorated to reflect their normal work schedule. Employees must use vacation leave in excess of the  
20 maximum accrual amount on or before the last day of the pay period that includes December 31 of  
21 each year. Failure to use vacation time in excess of the maximum accrual amount will result in  
22 forfeiture of the excess vacation leave unless the appointing authority has approved a carryover of  
23 such vacation leave because of cyclical workloads, work assignments or other reasons as may be in  
24 the best interests of the County.

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



1 mandatory withholdings.

2 This vacation leave payout is subject to any determination by bargaining unit members to have  
3 their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement  
4 as a result of length of service, as set forth in the King County Code. Such determination is  
5 applicable to all members of the bargaining unit.

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

9 **Section 4. Vacation Donation.** Any benefit eligible employee who has completed at least  
10 one (1) year of service may donate to any other benefit eligible employee a portion of his or her  
11 accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving  
12 employee. Donated vacation shall be converted to a dollar value based upon the donor's straight time  
13 rate.

14 Vacation donations are strictly voluntary. Employees are prohibited from offering or  
15 receiving monetary or any other compensation in exchange for donating vacation hours. The number  
16 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

17 Donated vacation must be used within ninety (90) calendar days. Donated vacation not used  
18 within ninety days or due to the death of the receiving employee shall revert to the donor.

19 Donated vacation is excluded from vacation payoff provisions.

20 **ARTICLE 6: SICK LEAVE**

21 **Section 1. Sick Leave Accrual.** A benefit eligible employee shall accrue sick leave benefits  
22 at the rate equal of 0.04616 hours for each hour on regular pay status exclusive of overtime up to a  
23 maximum of ninety-six (96) hours per year. Employees shall accrue sick leave from their date of hire  
24 in a leave eligible position. The employee is not entitled to sick leave if not previously earned. There  
25 shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

26 **Section 2. Uses of Sick Leave.**

27 **A.** Sick leave may be used for the following personal reasons:

28 **1.** An employee's personal illness or injury; provided, that an employee who

1 suffers an occupational illness or injury may not simultaneously collect sick leave and worker's  
2 compensation payments in a total amount greater than the net regular pay of the employee;

3                   2. The employee's incapacitating injury, provided that:

4                   a) An employee injured on the job may not simultaneously collect sick  
5 leave and worker's compensation time loss payments in a total amount greater than the net regular  
6 pay of the employee;

7                   b) An employee may not collect sick leave for physical incapacity due  
8 to any injury or occupational illness which is directly traceable to employment other than with the  
9 County.

10                  3. A female employee's temporary disability caused by or contributed to by  
11 pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick leave  
12 prior to taking an unpaid leave of absence for such disability.

13                  4. An employee's exposure to contagious diseases and resulting quarantine;

14                  5. An employee's medical, dental, or optical appointments, provided, that the  
15 employee's immediate supervisor has approved the use of sick leave for such appointments;

16                  6. To care for the employee's child or the child of an employee's domestic  
17 partner if the following conditions are met:

18                  a) The child is under the age of eighteen, or is more than 18 years old  
19 but is incapable of self-care due to mental or physical disability;

20                  b) The employee is the natural parent, step-parent, adoptive parent,  
21 legal guardian, foster-care parent, or other person having legal custody and control of the child;

22                  c) The employee's child or the child of an employee's domestic partner  
23 has a health condition requiring the employee's personal supervision during the hours of his/her  
24 absence from work;

25                  d) The employee actually attends to the child during the absence from  
26 work;

27                  7. Up to one day of sick leave may be used by an employee for the purpose of  
28 being present at the birth of his/her child.

1                   8. Leave eligible employees shall receive and expend sick leave benefits  
2 proportionate to the employee's regular workday. For example: If a regular part-time employee  
3 normally works four (4) hours per day and the department's normal work day is eight (8) hours, the  
4 employee will receive four (4) hours of sick leave benefits for the month. Employees shall be entitled  
5 to use sick leave in the maximum amount of three (3) days for each instance where such employee is  
6 required to care for immediate family members who are seriously ill. There shall be no limit on the  
7 use of sick leave to care for children under Section 2. A. 6. of this Article.

8                   B. Sick leave may also be used to care for other family members if:

9                   1. The family member is the employee's spouse or domestic partner, the  
10 employee's child, a child of the employee's spouse or domestic partner, the employee's parent, a  
11 parent of the employee's spouse or domestic partner, any person for whose financial or physical care  
12 the employee is principally responsible, or any person who was in loco parentis to the employee; and  
13 the reason for the leave is one of the following:

14                   a) The birth of a son or daughter and care of the newborn child, or  
15 placement of the son or daughter by adoption or foster care, if the leave is taken within twelve months  
16 of the birth, adoption, or placement;

17                   b) To care for the employee's child, or child of the employee's spouse  
18 or domestic partner whose illness or health condition requires treatment or supervision by the  
19 employee;

20                   c) Care of a family member who suffers from a serious health  
21 condition as defined in the King County Personnel Guidelines.

22                   C. To the extent that Washington State law provides more extensive benefits for use  
23 of paid leave for family care, the Union and County agree that state law shall prevail.

24                   **Section 3. King County Family and Medical Leave.** An employee may take up to eighteen  
25 (18) weeks of unpaid leave for his/her own serious health condition, and for family reasons as  
26 provided for in Section 2 above, within a twelve (12) month period (In accordance with the King  
27 County Personnel Guidelines). The leave may be continuous (which is consecutive days or weeks),  
28 or intermittent (which is taken in whole or partial days as needed). Intermittent leave is subject to the

1 following conditions:

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

5           B. An employee may take leave intermittently or on a reduced schedule when  
6 medically necessary due to a serious health condition of the employee or family member of the  
7 employee. If this leave is foreseeable based on planned medical treatment, the Department Director  
8 or his/her designee may require the employee to transfer temporarily to an available alternate position  
9 for which the employee is qualified and that has equivalent pay and benefits and that accommodates  
10 recurring periods of leave than the employee's regular position.

11           Use of donated leave shall run concurrently with the eighteen-week family medical leave  
12 entitlement. The County shall continue its contribution toward health care benefits during any unpaid  
13 leave taken under this Section.

14           **Section 4. Federal Family and Medical Leave Entitlement.** In accordance with the King  
15 County Personnel Guidelines, an eligible employee may take up to twelve (12) weeks of leave for  
16 his/her own serious health condition (as defined by the King County Personnel Guidelines), and for  
17 the birth or placement by adoption or foster care of a child, or for the serious health condition of an  
18 immediate family member, within a twelve (12) month period. The leave may be continuous (which  
19 is consecutive days or weeks), or intermittent (which is taken in whole or partial days as needed).

20           **Section 5. Return from Approved Family and Medical Leave.** An employee, who returns  
21 from unpaid family or medical leave within the time provided for in this Article, is entitled to the  
22 same position she/he occupied when the leave commenced or a position with equivalent status,  
23 benefits, pay and other terms and conditions of employment.

24           Failure to return by the expiration date of the leave of absence may be cause for removal, and  
25 may result in termination of the employee from County service.

26           **Section 6. Use of Vacation Leave.** An employee who has exhausted all of his/her sick leave  
27 may use accrued vacation leave as sick leave before going on leave of absence without pay, if  
28 approved by his/her immediate supervisor. An employee may use accrued vacation leave for a

1 qualifying event under the Washington Family Care Act.

2       **Section 7. Sick Leave Donations.** Any leave eligible employee who maintains a sick leave  
3 accrual balance of one hundred (100) hours may donate to any other leave eligible employees a  
4 portion of his or her accrued sick leave upon written notice to the donating and receiving employees'  
5 department director(s). Sick leave hour donations are strictly voluntary. No employee may donate  
6 more than twenty-five (25) hours of his/her accrued sick leave in a calendar year, to a specific  
7 individual. Employees are prohibited from offering or receiving monetary or any other compensation  
8 in exchange for donating sick leave hours.

9       Donated hours shall be converted to a dollar value based upon the donor's straight time hourly  
10 rate.

11       Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not  
12 used within ninety days (90) or due to the death of the receiving employee shall revert to the donor.

13       Donated sick leave hours are exempt from sick leave payoff provisions.

14       **Section 8. Sick Leave Use.** Sick leave may be used by hourly employees in one-half (1/2)  
15 hour increments at the discretion of their immediate supervisor. FLSA-exempt employees use sick  
16 leave in increments of one (1) full workday.

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

24       **Section 10. Sick Leave Upon Separation.** Separation from King County employment,  
25 except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick  
26 leave currently accrued to the employee. Should the employee resign in good standing and return to  
27 the County within two (2) years, accrued sick leave shall be restored.

28       **Section 11. Sick Leave Cash Out.** Employees eligible to accrue sick leave, who have