



**King County**  
**Metropolitan King County Council**  
**Committee of the Whole**

**STAFF REPORT**

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<b>Agenda Item No.:</b>	<b>4</b>	<b>Date:</b>	<b>28 Apr 2010</b>
<b>Proposed Ordinance No.:</b>	<b>2010-0216</b>	<b>Prepared by:</b>	<b>Nick Wagner</b>

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**A. SUMMARY**

Proposed Ordinance 2010-0216 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) between King County and the International Federation of Professional & Technical Engineers, Local 17.

The CBA (pp. 7-45 of these materials) covers about 46 Transit Supervisors in the county Department of Transportation (Transit Division).

**1. Term of the CBA**

The CBA covers the 18-month period from 1 September 2009 through 28 February 2011. (CBA Article 23 § 1, p. 42 of these materials)

**2. The Bargaining Unit**

The approximately 46 Transit Supervisors who make up the bargaining unit are described in the Executive's transmittal letter (*see* p. 53 of these materials) as having the following responsibilities:

- Managing and directing Transit Division facilities in the Operations, Vehicle Maintenance, Facilities Maintenance, and Rail sections of the Transit Division; and
- Heading up work groups of professional staff in areas such as planning and information technology.

**3. Consistency with Labor Policies**

As described in the Contract Summary (pp. 47-48 of these materials), the proposed CBA appears to be consistent with the County's adopted labor policies.

#### **4. Pay Ranges and COLAs**

The pay range for each classification covered by the CBA is unchanged from the previous CBA, is specified in Addendum A (p. 43 of these materials), and is based on the King County 10-Step Hourly Squared Schedule.

The cost-of-living adjustment (COLA) for 2010 follows the typical county settlement agreed to with other unions in recent years. The adjustment is based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of two percent and six percent, respectively. (*See* CBA art. 12, § 3, p. 29 of these materials.) According to the Executive's Fiscal Note (p. 51 of these materials), the projected increase for 2010 is two percent.

As the Executive explains in his transmittal letter, "That cost-of-living increase has already been provided via the implementation of the furlough memorandum of agreement addressing the 2009 budget crisis (Ordinance 16340) in which the county agreed to extend the cost-of-living increase through 2010 for signatory unions." *See* p. 53 of these materials.

The CBA provides for the parties to reopen negotiations in 2010 on the subject of "any COLA for 2011." (*See* CBA art. 12, § 3, p. 29 of these materials.)

#### **5. Performance Evaluations**

Article 4 of the CBA (p. 14 of these materials) provides: "Each Employee will receive regular performance appraisals."

#### **6. Interest Arbitration**

This bargaining unit is eligible for interest arbitration. *See* Contract Summary, p. 48 of these materials.

#### **7. No-Strike Provision**

Article 21 of the agreement (p. 40 of these materials) provides in part that "the Union will not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, or other interference with County functions by Employees under this Agreement."

### **B. NEW CONTRACT PROVISIONS**

The following new CBA provisions should be noted:

#### **1. COLA reopener for 2011.**

As noted above, article 12, section 3, of the CBA (p. 29 of these materials) reopens negotiations "solely for the purpose [of] negotiating any COLA for 2011."

## 2. Clarifying changes; changes to conform to practice

As noted in the Checklist and Summary of Changes (p. 49 of these materials):

There are language revisions including the areas of performance appraisals [see pp. 62-63 of these materials], discipline [p. 66], pay upon personnel actions [p. 78], work assignments [ p. 80], layoff and recall [p. 83], and other minor revisions. These changes clarify and/or bring the language into agreement with actual practice.

The remainder of this collective bargaining agreement is primarily an extension of the current agreement.

### C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive's Fiscal Note (p. 51 of these materials). From a base cost of \$5,844,264 for 2009, the COLA provision of the CBA would result in an increase of \$116,885 in 2010 and \$19,481 for the first two months of 2011 (the term of the CBA extends only through 28 February 2011).

The Executive's transmittal letter describes the CBA as comparing favorably with other settlements and as being within the county's capacity to finance (pp. 53-54 of these materials).

### D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

### INVITEES

1. Jim Meith, Labor Negotiator, Human Resources Division, King County  
Department of Executive Services
2. Whitney Hupf, Union Representative, IFPTE, Local 17

### ATTACHMENTS

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**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**April 8, 2010**

**Ordinance**

**Proposed No. 2010-0216.1**

**Sponsors**

1                   AN ORDINANCE approving and adopting the collective  
2                   bargaining agreement negotiated by and between King  
3                   County and International Federation of Professional &  
4                   Technical Engineers, Local 17 (Transit Supervisors)  
5                   representing employees in the department of transportation;  
6                   and establishing the effective date of said agreement.

7                   BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8                   SECTION 1. The collective bargaining agreement negotiated between King  
9                   County and International Federation of Professional & Technical Engineers, Local 17  
10                  (Transit Supervisors) representing employees in the department of transportation and  
11                  attached hereto is hereby approved and adopted by this reference made a part hereof.

12            SECTION 2. Terms and conditions of said agreement shall be effective from  
13            September 1, 2009, through and including February 28, 2011.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Robert W. Ferguson, Chair

ATTEST:

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Anne Noris, Clerk of the Council

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

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Dow Constantine, County Executive

**Attachments:** A. Agreement between King County and International Federation of Professional and Technical Engineers, Local 17 Transit Supervisors September 1, 2009 to February 28, 2011

1 Agreement between  
2 King County  
3 and  
4 International Federation of Professional and Technical Engineers, Local 17  
5 Transit Supervisors  
6 September 1, 2009 to February 28, 2011

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1 **Preamble**

2           These Articles constitute an agreement, the terms of which have been negotiated in good faith,  
3 between King County and the International Federation of Professional and Technical Engineers,  
4 Local 17. This Agreement will be subject to approval by Ordinance by the County Council of King  
5 County, 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 International Federation of Professional  
10 and Technical Engineers, Local 17, hereafter referred to as the Union, and to set forth the wages,  
11 benefits and working 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.

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1 **ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION**

2 **Section 1. Union Recognition**

3 The County recognizes the International Federation of Professional and Technical Engineers,  
4 Local 17, AFL-CIO, as the exclusive bargaining representative of all Employees whose job  
5 classifications are listed in the attached Addendum A. In recognizing the Union as the exclusive  
6 bargaining representative, the County agrees to not effect any change in the wages, benefits or  
7 working conditions covered by the terms of this Agreement, except by mutual agreement with the  
8 Union.

9 **Section 2. Union Membership**

10 A. It is a condition of employment that, within 30 days of the effective date of this  
11 Agreement, all Employees covered by this Agreement will become and remain members in good  
12 standing in the Union, or pay an agency fee to the Union in lieu of membership. Each Employee  
13 covered by this Agreement and hired into the bargaining unit on or after its effective date will, on the  
14 thirtieth day following the beginning of such employment, become and remain a member in good  
15 standing of the Union, or pay an agency fee to the Union in lieu of membership. Provided that unless  
16 otherwise required to do so, non-Local 17 employees working in an acting capacity shall not have to  
17 pay union dues until after ninety (90) days.

18 B. An Employee who holds bona fide religious tenets or teachings that prohibit union  
19 membership or the payment of dues or initiation fees to union organizations or for any other reason is  
20 eligible for a religious exemption under applicable law, will pay an amount of money equivalent to  
21 regular union dues and initiation fees to a charitable organization mutually agreed upon by the  
22 Employee and the Union. Such Employee will furnish the Union with written proof that such  
23 payments are being made.

24 C. Failure by an Employee to abide by the provisions of paragraph A and B will  
25 constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union  
26 will provide the Employee and the County with 30 days notification of the Union's intent to initiate  
27 discharge action. During this period, the Employee may make restitution of the amount which is  
28 overdue.

1           D. Upon request, the County will provide the Union with a current list of all  
2 Employees in the bargaining unit. Such list will indicate the Employee's name, section and/or unit,  
3 employment status, job classification, date of hire and date of hire into his/her current classification.

4           E. The County will notify the Union whenever an Employee is moved into or out of a  
5 bargaining unit position. The notification will include the Employee's name, section and/or unit,  
6 employment status, job classification, date of hire and effective date of the personnel action.

7           **Section 3. Union Dues Deduction**

8           A. Upon receipt of written authorization individually signed by a bargaining unit  
9 Employee, the County will have deducted from the pay of such Employee the amount of dues or  
10 agency fees as certified by the Union.

11           B. The Union will indemnify and hold the County harmless against any claims made  
12 and against any suit instituted against the County on account of any collection of dues for the Union.  
13 The Union agrees to refund to the County any amounts paid to it in error on account of the collection  
14 provision upon presentation of proper evidence thereof.

15           **Section 4. Shop Stewards**

16           The Union has the right to appoint stewards at any location where members of the bargaining  
17 unit are employed.

18           **Section 5. Union activities and representation**

19           An Employee who is authorized to serve as a representative of the Union may visit the work  
20 location of other Employees at reasonable times for the purpose of administering the terms of this  
21 Agreement. If the Union representative is making a worksite visit during his or her regular work  
22 hours, s/he will obtain agreement from his/her supervisor. Before visiting the work location, a Union  
23 representative must contact the supervisor or manager of that work location to insure that the worksite  
24 visit will not unduly interfere with normal operations at the worksite.

25           **Section 6. Union Postings**

26           The County will permit the Union to post or distribute, in Employees' work locations,  
27 announcements of meetings, election of officers, and other Union materials, provided there is  
28 sufficient space beyond what is required by the County for normal operations. Only recognized,

1 officers, stewards and staff representatives of the Union will be entitled to post and remove Union  
2 materials, and only materials originating from the Union office and bearing the Union logo or  
3 letterhead may be posted on the Union bulletin board space.

4 **Section 7. Retired Employees**

5 The County and the Union recognize the benefit of rehiring retired Employees on a temporary  
6 basis into classifications in which they were previously employed.

7 **Section 8. Non-Discrimination**

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

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1 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

2           Neither the County nor the Union will discriminate against any individual with respect to  
3 compensation, terms, conditions, or privileges of employment because of race, color, creed, religion,  
4 national origin, age, ancestry, marital status, gender, sexual orientation or a sensory, mental or  
5 physical disability, except as otherwise provided by law.

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1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 1. Review of Personnel Files**

3 Upon request, an Employee can schedule an appointment to review his/her personnel files.  
4 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.  
5 An Employee may also review, upon request, any files to which s/he has a legal right to access.

6 **Section 2. Union Representation**

7 An Employee, at his/her request, has a right to Union representation at any meeting which s/he  
8 reasonably believes may lead to disciplinary action against the Employee.

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1 **ARTICLE 4: PERFORMANCE APPRAISALS**

2 Each Employee will receive regular performance appraisals.  
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1 **ARTICLE 5. PROBATION**

2 **Section 1. Length of Probation**

3 A. Upon appointment as a regular Employee to a job classification covered by this  
4 Agreement, the Employee will serve a six-month probation. An Employee returning to a job  
5 classification in which the Employee has already satisfactorily completed probation will not be  
6 required to serve a new probation unless the Employee has been out of the job classification for three  
7 or more years, or the Employee is returning to the position due to a disciplinary demotion.

8 B. An Employee's probation may be extended by the County, with the concurrence of  
9 the Union.

10 **Section 2. Credit for Temporary Acting Time**

11 If an Employee has been working in a job classification on a temporary, acting basis and is  
12 then hired into the same position as a regular Employee, any portion of the time spent in the position  
13 in an acting capacity may, at the discretion of the County, be counted towards satisfying the  
14 Employee's required probationary period.

15 **Section 3. Dispute resolution**

16 **A. Performance**

17 1) The County may terminate a probationary Employee for unsatisfactory job-  
18 performance.

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

25 **B. Discipline**

26 1) An Employee on probation cannot access the grievance and arbitration  
27 provisions of Article 7.

28 2) An Employee who receives discipline (excluding oral reprimands) up to and

1 including termination of employment while on probation may, within 10 days of notice of the  
2 discipline, request a review of the circumstances with the Supervisor of Transit Employee  
3 Relations/designee, or with the immediate supervisor of the individual who made the decision to  
4 discipline the Employee. Any failure of the County to execute this review does not constitute a  
5 harmful error in the discipline nor in any way create a right to grieve or arbitrate the decision.

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1 **ARTICLE 6. DISCIPLINE**

2           A. An Employee may be disciplined for just cause. Discipline may include, but is not  
3 limited to, verbal or written reprimands, delayed salary step increases (except those delays caused by  
4 performance improvement plans), demotion, suspension without pay and/or discharge of the  
5 Employee.

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

1 **ARTICLE 7. DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Purpose**

3 The Union and County recognize that prompt and diligent review of Employee disputes and  
4 grievances is vital to the development and continuance of good employee relations and morale. To  
5 accomplish this objective, the Union and County will make every effort to settle disputes and  
6 grievances quickly and at the lowest possible level of supervision.

7 **Section 2. Time limits**

8 Time limits for the dispute resolution processes described below may be extended upon  
9 written agreement between the Union and the County. If the County fails to respond within the  
10 designated time frames, the Union may pursue the dispute to the next step of the resolution process.  
11 If the Union does not pursue the dispute to the next process within the time frames noted, it will be  
12 presumed resolved.

13 **Section 3. Employee Responsibility**

14 This Agreement provides an Employee with two dispute resolution options, described in  
15 Sections 4 and 5 below, so that both contractual and non-contractual issues can be effectively  
16 resolved. Prior to deciding which option to follow, the Employee will confer with his/her union  
17 representative to determine the appropriate process for the Employee's specific concern.

18 **Section 4. Non-Contractual Dispute Resolution and Mediation**

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

21 B. An Employee who has a non-contractual dispute is encouraged to exercise his/her  
22 rights to pursue dispute resolution and, if appropriate, mediation to resolve the dispute. To initiate  
23 this process, the Employee will request a dispute resolution meeting with his/her immediate  
24 supervisor. The Employee and his/her supervisor will then meet in an attempt to resolve the dispute.  
25 The supervisor, if requested by the Employee, will provide the Employee with a written summary of  
26 the meeting and outcome within 20 days of the meeting.

27 C. If the dispute remains unresolved, the Union may, within 20 days of the  
28 Employee's receipt of the written summary, request mediation. The request for mediation will be

1 made, in writing, to Transit Human Resources. Mediation will use a mutually acceptable mediator(s)  
2 and will be concluded within 30 days of the request for mediation.

3 **Section 5. Contractual Disputes**

4 **A.** The parties agree that an Employee may use the following grievance process only  
5 for disputes regarding the interpretation and/or application of the express written terms of this  
6 Agreement.

7 **B. Pre-Grievance Meeting:** Before an Employee may file a grievance, the Employee  
8 must, within 20 days of the act or knowledge of the act being grieved, submit to his/her supervisor a  
9 written request for a pre-grievance meeting outlining the date and specific events of concern. The  
10 Employee and his/her supervisor will meet in an attempt to resolve the issue(s) raised by the  
11 Employee. Representatives from the Union and/or the County may attend this meeting if requested.  
12 Within 20 days of receipt of the request, the supervisor will provide the Employee with a written  
13 summary of the meeting, including a statement of the outcome.

14 **C. Step One:**

15 **1)** If the Employee and his/her supervisor are unable to resolve the issue(s) to  
16 the Employee's satisfaction, the Employee may, within 20 days of receipt of the pre-grievance dispute  
17 resolution meeting summary or, if no timely summary was issued, within 20 days from the date the  
18 summary was due, present a written grievance to his/her supervisor. The grievance must include:

- 19 (a) Description of the action or alleged action which is being grieved.
- 20 (b) A copy of the Pre-grievance dispute resolution summary, if issued.
- 21 (c) Identification of the provision of this Agreement, which has been  
22 violated.
- 23 (d) The remedy being sought.

24 **2)** Upon receipt of a Step One grievance request, a Transit Manager/designee  
25 will meet with the Employee in an attempt to resolve the Employee's grievance. The County must  
26 issue a written decision to the Employee and Union within 20 days following receipt of the Step One  
27 grievance request.

28 **D. Step Two:**

1                   1) If the Step One decision is not satisfactory to the Union or not timely  
2 issued, the Union may, within 20 days of the receipt of the Step One response or, if no timely  
3 response was issued, within 20 days from the date the response was due, submit a written request for  
4 a Step Two hearing of the grievance to Transit Human Resources.

5                   2) Upon receipt of the Step Two grievance request, the Supervisor of Transit  
6 Employee Relations/designee and the Transit General Manager/designee will meet with the Employee  
7 and the Union in an attempt to resolve the Employee's grievance. The County must issue a written  
8 decision to the Employee and the Union within 20 days of receipt of the Step Two request. This  
9 decision will have the concurrence of the Director of the Human Resources Division of the  
10 Department of Executive Services.

11                   **E. Mediation:**

12                   1) For disputes regarding the discipline of an Employee other than a  
13 suspension, demotion or discharge, Mediation is the next and final dispute resolution step. All non-  
14 disciplinary disputes and disputes regarding the suspension, demotion or discharge of an Employee  
15 may be taken to Mediation with an additional review available through arbitration, or they may be  
16 taken directly to arbitration.

17                   2) Should the parties agree that the next appropriate step for the grievance is  
18 mediation, the Union may submit a request for mediation to Transit Human Resources. Such request  
19 must be received by Transit Human Resources within 20 days of receipt of the Step Two response or,  
20 if no timely response was issued, within 20 days from the date the response was due. The process  
21 will use a mutually acceptable mediator(s) and will conclude within 30 days of the agreement to  
22 pursue Grievance Mediation.

23                   **F. Arbitration:**

24                   1) All non-disciplinary disputes and disputes regarding the suspension,  
25 demotion or discharge of an Employee may be taken to arbitration if the Step Two decision is not  
26 satisfactory or not timely issued, or if the mediator is unsuccessful at resolving the dispute. To  
27 initiate the Arbitration process, the Union must submit a request for arbitration to Transit Human  
28 Resources. The request for arbitration must be received by Transit Human Resources within 20 days

1 of receipt of the Step Two response or, if no timely response was issued, within 20 days from the date  
2 the response was due, or, if mediation was attempted, 20 days from the date of the mediation. The  
3 County and the Union will select an impartial third party to serve as arbitrator. In the event the  
4 parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list provided  
5 by the Federal Mediation and Conciliation Services (FMCS) through a mutually acceptable process.

6                   2) The power and authority of the arbitrator will be strictly limited to  
7 determining the meaning and interpretation of this Agreement. The arbitrator will not have the  
8 authority to modify this Agreement, nor to limit or impair any common law right of the County or the  
9 Union. The arbitrator's decision will be in accordance with federal and state laws and will be final  
10 and binding on all parties.

11                   3) The expense of the arbitration will be borne equally by the County and the  
12 Union. The County and the Union will each bear their own expense (including attorney fees) for the  
13 preparation and presentation of the arbitration regardless of the outcome of the case.

14                   **Section 6. Unfair Labor Practices**

15                   The parties agree that 30 days prior to filing an unfair labor practice (ULP) complaint with the  
16 Public Employment Relations Commission (PERC), the complaining party will notify the other party,  
17 in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing  
18 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
19 relief for the alleged ULP.

1 **ARTICLE 8. HOLIDAYS**

2 **Section 1. Approved Holidays**

3 All Employees, except temporary Employees, will be granted the following designated  
4 holidays with pay:

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

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19 Employees will also be granted any day designated by public proclamation of the Governor of  
20 Washington State as a legal holiday. When a designated holiday occurs on a Sunday, the following  
21 Monday will be observed as the holiday. When a holiday occurs on a Saturday, the preceding Friday  
22 will be observed as the holiday.

23 **Section 2. Personal Holidays**

24 Eight hours of holiday time will be credited to each Employee's holiday accrual bank on  
25 October 1 and on November 1 of each year.

26 **Section 3. Work on a Holiday**

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

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**Section 4. Holiday Accrual Bank**

An Employee may accrue up to 40 hours of holiday time, including personal holidays. If an Employee already has a balance of 40 hours of holiday time, no additional holiday time will accrue.

**Section 5. Holiday Cash-out**

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

1 **ARTICLE 9. VACATIONS**

2 **Section 1. Accrual Rates**

3 Regular, full-time and regular, part-time (prorated) Employees will receive vacation accrual as  
4 indicated in the following table:

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Completed Years of Active Service	Equivalent Annual Vacation Credit (days)
0-4	12
5-7	15
8-9	16
10-15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25 and above	30

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25 **Section 2. Vacation Accrual Date**

26 Each Employee will accrue vacation each biweekly pay period, based on County seniority.  
27 County seniority is defined as completed years of service with King County and its predecessor  
28 organizations including Metro, the City of Seattle and Metropolitan Transit.



1           **Section 3. Work while on Vacation**

2           No person will be permitted to work for compensation for the County in any capacity during a  
3 time when vacation is being paid.

4           **Section 4. Disposition of Accrual**

5           A. Upon termination, the Employee will be paid for unused vacation, up to a  
6 maximum of 480 hours.

7           B. In the case of separation by death, payment of unused vacation, up to a maximum  
8 of 480 hours, will be made to the Employee's estate or, in applicable cases, as provided by  
9 R.C.W. 49.48.

10          **Section 5. Maximum Accrual**

11          The maximum vacation which an Employee may have in his/her vacation balance on the last  
12 day of the payroll year is 480 hours. An Employee's appointing authority may approve a temporary  
13 carryover of excess vacation leave. At the time of separation, no Employee will be paid for more than  
14 480 hours.

1 **ARTICLE 10. SICK LEAVE**

2 **Section 1. Accrual Rate**

3 A. Each Employee will accrue sick leave at the rate of 0.0460 hours for each hour on  
4 regular pay status, commencing with the first day of employment.

5 B. There is no limit to the amount of sick leave that an Employee can accrue.

6 **Section 2. Use of Other Accrued Leave**

7 An Employee may choose to use vacation or other accrued leave time as an extension of sick  
8 leave when sick leave has been exhausted.

9 **Section 3. Authorized Uses**

10 Sick leave may be used in accordance with Section 14.4.3 of the King County Personnel  
11 Guidelines and applicable laws.

12 **Section 4. Disposition of Accrual**

13 A. Separation from King County employment, except by retirement or death, will  
14 cancel all sick leave currently accrued to the Employee. Should an Employee resign in good  
15 standing, or be laid off, and return to the County within three years, his/her accrued sick leave will be  
16 restored.

17 B. An Employee who has at least five years of service and retires as a result of length  
18 of service, or who terminates by reason of death, will receive (or the Employee's estate will receive) a  
19 cash payment equal to 35% of the Employee's accrued sick leave multiplied by the Employee's salary  
20 rate in effect on the date of separation or termination.

21 **Section 5. VEBA**

22 VEBA benefits will be made available to this bargaining unit to the extent, terms, and  
23 duration that they are offered to this bargaining unit through the Joint Labor Management Insurance  
24 Committee.

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1 **ARTICLE 11. OTHER LEAVE BENEFITS**

2 **Section 1. Bereavement Leave**

3 If an Employee's close relative or the close relative of the Employee's spouse/domestic  
4 partner dies, such Employee is entitled to two days off with pay for bereavement leave. An additional  
5 day will be paid when round trip travel of 200 or more miles is required. If an Employee requests  
6 more time, up to an additional three days may be used from the Employee's sick leave balance.

7 **Section 2. Union Leave**

8 If an Employee is elected or appointed to an office in a local of the Union which requires part  
9 or all of his/her time, the Employee will be given, with agreement of the Employee's supervisor or  
10 manager, a leave of absence without pay.

11 **Section 3. Executive Leave**

12 A. Employees represented by this Agreement are FLSA-exempt. However, the nature  
13 of their work sometimes requires them to be on-call for significant periods of time and to work, on an  
14 on-going basis, substantially in excess of the standard work schedule for other County employees.  
15 Therefore, each Employee will be granted five days of executive leave annually. In addition to these  
16 five days of executive leave, an Employee may be granted up to an additional five days of executive  
17 leave, when authorized in writing by his/her immediate supervisor, in recognition of the additional  
18 on-call time, excess work and/or performance expectations required by his/her specific position.

19 B. The yearly executive leave accrual will appear on the Employee's first pay check in  
20 January. Executive leave must be used in the payroll year granted and cannot be carried into the next  
21 payroll year or cashed out. No executive leave will be paid in cash except in the event of an  
22 Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

23 **Section 4. Other Leaves**

24 Each Employee is entitled to other leave benefits as provided for in the King County  
25 Personnel Guidelines and applicable laws.  
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1 **ARTICLE 12. WAGES**

2 **Section 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 2. Wage Progression**

6 A. If a current County Employee is hired into a bargaining unit position, that  
7 Employee will be placed at a step which provides a minimum five percent increase over the  
8 Employee's former salary, not to exceed the established top step. The appointing authority may place  
9 the promoted Employee at a higher step when the department director determines this action is  
10 warranted based on the criteria set forth in the 2005 King County Personnel Guidelines.

11 B. An Employee will progress through the steps of his/her salary range as follows:

12 1) An Employee shall receive a step increase six months after the date of  
13 his/her permanent appointment. Each subsequent step increase will be effective on January 1 of each  
14 following year.

15 C. For the duration of this Agreement an Employee who has been at the top step of  
16 his/her salary range for two years or more will be eligible annually for a merit increase of 2.5% or 5%  
17 in accordance with the King County Merit Pay Plan in effect November 1, 2000, above the top step,  
18 under the following conditions:

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

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

26 3) An Employee's performance rating and a decision to grant a merit increase  
27 for a rating of 4.34 or higher is not subject to the grievance and arbitration provisions of this  
28 Agreement.

1           **Section 3. Cost of Living Adjustment (COLA)**

2           Effective January 1, 2010 wage rates will be increased by 90% CPI-W U.S. All Cities, based  
3 on September-to-September figures of the preceding year. Such percentage increase will not be less  
4 than 2 percent, nor will it be greater than 6 percent.

5           In 2010, the parties will reopen negotiations solely for the purpose of negotiating any COLA  
6 for 2011.

7           **Section 4. Acting Assignments - Salary Credit**

8           An Employee who is acting in a position and then receives a regular appointment to the same  
9 position will have the acting time credited for purposes of salary step placement and future salary step  
10 increases in the following circumstances: (1) all time in the acting position which is contiguous with  
11 the regular appointment will be credited day-for-day, and (2) any additional time spent in the acting  
12 position that is for a continuous period of three months or more and is within the 12 month period  
13 prior to the regular appointment will also be credited day-for-day.

14           **Section 5. Pay upon Personnel Action.** An employee who is promoted, reclassified, or  
15 works outside of classification for more than 2 weeks in an acting capacity in a classification having a  
16 higher maximum salary shall be placed at the nearest step in the new salary range which provides at  
17 least a 5% increase above the employee's previous rate of pay in effect at the time of the personnel  
18 action. Employees working outside of their classification in an acting capacity for 2 weeks or less  
19 shall receive a 5% increase above the employee's previous rate of pay. However, an employee may  
20 not exceed the maximum salary of the higher classification including merit pay.

1 **ARTICLE 13: BENEFITS**

2 **Section 1. Insurance Benefits**

3 A. The County and Union currently participate in the Joint Labor Management  
4 Insurance Committee which is comprised of representatives from the County and its labor unions.  
5 The County and Union agree to continue the Joint Labor-Management Insurance Committee.

6 B. The County presently participates in group medical, dental, vision, life and long-  
7 term disability insurance benefit programs. These programs, and the level of County premium  
8 contributions to these programs, are determined by the Joint Labor Management Insurance  
9 Committee. The County agrees to provide the benefit programs and the level of benefits and  
10 premium contributions as determined by the Joint Labor-Management Insurance Committee.

11 C. Full benefit coverage, as defined by the Joint Labor Management Insurance  
12 Committee, will be provided to all regular part-time (half-time or more) and regular full-time  
13 Employees.

14 **Section 2. Insurance Benefits for Retirees**

15 Benefit options, as defined by the Joint Labor Management Insurance Committee, will be  
16 available to retirees.

17 **Section 3. Transit Passes**

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

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

21 The County provides special coverage in the event of a felonious assault. The maximum  
22 benefits payable is \$50,000 for death, dismemberment, loss of sight, or permanent total disability, less  
23 any amount payable under a group life or accidental death and dismemberment policy.

1 **ARTICLE 14: WORK ASSIGNMENTS**

2 **Section 1. Alternative Work Schedules**

3 A. An Employee may request an alternative work schedule, which may include  
4 flexible work hours, compressed work weeks, telecommuting and/or job share arrangements.  
5 Approval for an alternative work schedule must be received from the Employee's supervisor. The  
6 decision to allow an alternative work schedule is solely within the County's discretion and approval  
7 may be revoked at any time. The Employee may also choose to return to the standard work schedule  
8 at any time.

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

12 **Section 2. Work Outside of Classification**

13 A. Temporary Assignments: An Employee may be assigned to a higher level  
14 classification on a temporary basis. However, if the temporary assignment extends beyond 6 months,  
15 the County will review with the Union the reasons why the acting assignment is still required. A  
16 review will occur every six months, for the duration of the temporary assignment, unless specifically  
17 waived by the Union.

18 B. Wages for Temporary Upgrades: An Employee who is assigned to a temporary  
19 upgrade will be paid in accordance with Article 12, Section 5 of this agreement.

1 **ARTICLE 15: SUBCONTRACTING**

2       The County agrees not to contract out work typically performed by currently employed  
3 members of the bargaining unit if the contracting of such work eliminates or reduces the normal  
4 workload of the bargaining unit. If, in order to secure funding for a specific, time-limited project, the  
5 County is required to contract all or part of the work to be performed due to limitations imposed by  
6 funding agreement, said contracting will not be considered a violation of this article. The County  
7 agrees to provide the Union, upon request, with documentation to support any contracting of work  
8 under the terms of this article.

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1 **ARTICLE 16: LAYOFF AND RECALL**

2 **Section 1. Layoff Process**

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

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

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

12 **Section 2. Notice**

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

16 **Section 3. Recall**

17 A. An Employee who is laid off will have general recall rights to other vacant County  
18 positions, in accordance with the King County Personnel Guidelines, for a period of two years  
19 following the Employee's layoff. In addition, the Employee will retain specific recall rights to the  
20 position from which s/he was laid off for an additional one year period following the end of the two  
21 year general recall period. During the three year specific recall period, the Employee will retain  
22 specific recall rights to the position from which s/he was laid off regardless of whether the Employee  
23 has accepted a different position within the County.

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

28 C. When a laid-off Employee applies for, or is referred to, a bargaining unit position

1 and such Employee is unsuccessful in obtaining the position, the Employee will be provided with the  
2 rationale for non-selection, interview and test scores, and any other documentation used to make the  
3 determination.

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

6 **Section 4. Outplacement Services**

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

11 **Section 5. Layoff Seniority**

12 **A.** As of November 1, 2009, an employee who comes into this bargaining unit will  
13 have his or her seniority date established as the date he/she becomes a member of this bargaining unit.  
14 If two (2) Employees were hired on the same date, the Employee who has been employed by King  
15 County or its predecessor organizations, including Metro, Metropolitan Transit, and Seattle Transit,  
16 for the longest continuous period of time shall have higher seniority.

17 **B.** Seniority dates for current employees as of October 31, 2009 are listed in  
18 Addendum B.

19 **C.** King County is responsible for providing the Union with accurate, pertinent, and  
20 timely information to assist the Union in identifying the seniority date. Failure to provide this  
21 information is grievable. All questions or issues pertaining to a member's seniority will be settled  
22 by the Union. The union determined seniority date cannot be grieved.

23 **D.** An Employee who has obtained permanent status in any bargaining unit  
24 classification and who accepts a position in King County outside of the bargaining unit shall retain  
25 his/her layoff seniority for one year from the date of transfer.

26 **Section 6. Layoff Groups**

27 Layoff Groups are defined as follows:  
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<b>Position Title</b>
Supervisor of Access Operations
Supervisor of Accessible Services
Supervisor of Base Operations
Supervisor of CTR Service
Supervisor of Customer Service
Supervisor of Facilities Planning
Supervisor of Facilities Maintenance
Supervisor of Fleet Engineering
Supervisor of Infrastructure and Integration
Supervisor of Market Development
Supervisor of Operations Training
Supervisor of Power
Supervisor of Research & Management Information
Supervisor of Rideshare Operations
Supervisor of Scheduling
Supervisor of Transit Control Center
Supervisor of Marketing and Service Information
Supervisor of Service Quality
Supervisor of Systems Management and Analysis
Supervisor of Transit Fleet Procurement
Supervisor of Transit Safety
Supervisor of Transit Route Facilities
Supervisor of Transit Service Planning
Supervisor of Systems and Support
Supervisor of Vehicle Maintenance
Supervisor, Speed and Reliability
Supervisor of Rail Operations
Supervisor of Rail Vehicle Maintenance
Supervisor of Rail Way, Power and Signal

1 **ARTICLE 17. TRAINING**

2 **Section 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 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.

1 **ARTICLE 18: DRUG FREE WORK PLACE**

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

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1 **ARTICLE 19: RIGHTS OF MANAGEMENT**

2           Except as limited by the express written terms and conditions of this Agreement or by any  
3 practice mutually established by the County and the Union, the management and direction of the  
4 workforce are vested exclusively in the County. In areas where this Agreement is silent, the  
5 management and direction of Employees will be in accordance with the 2005 King County Personnel  
6 Guidelines and other directives, policies and ordinances, as appropriate.

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1 **ARTICLE 20: LABOR MANAGEMENT RELATIONS COMMITTEE**

2           The Union and County agree to establish a Labor-Management Relations Committee. Such  
3 committee will meet on an ad hoc basis, no more frequently than once per month, for the purpose of  
4 discussing issues or problems which may arise in contract or policy administration. The Union  
5 Business Representative and the County will co-chair the meeting and determine the appropriate  
6 participants, based on the issues to be discussed.

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1 **ARTICLE 21: WORK CONTINUATION**

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

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1 **ARTICLE 22: SAVINGS, SUBORDINATION, WAIVER AND REOPENER**

2 **Section 1. Savings and Subordination**

3 Should any part or provision of this Agreement be rendered or declared invalid because of an  
4 existing or subsequently enacted state or federal legislation or by any decree of a court of competent  
5 jurisdiction, the County and Union agree, upon notification of invalidation, to meet and negotiate  
6 those parts or provisions which are affected. The invalidation of any part of this Agreement will not,  
7 however, invalidate the remaining parts or provisions of the Agreement which will remain in full  
8 force and effect.

9 **Section 2. Waiver**

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

16 **Section 3. Reopener on Vacation Cashout**

17 If King County determines that vacation cashout is a benefit that can become available to  
18 represented employees, the parties shall reopen negotiations for the purpose of negotiating a basis and  
19 terms for providing cashout benefit to members of this bargaining unit.

1 **ARTICLE 23: DURATION AND MODIFICATIONS**

2 **Section 1. Effective Date**

3 This Agreement shall be effective upon conclusion of the approval process by King County  
4 Council and shall cover the period September 1, 2009 through February 28, 2011.

5 **Section 2. Modification**

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

10 **Section 3. Negotiations for Succeeding Agreement**

11 Negotiations for the succeeding Agreement may be initiated by either party providing to the  
12 other written notice of its intention to do so. At the discretion of the Union the parties will conduct  
13 negotiations on a successor agreement concurrently with negotiations on the Transit Chiefs  
14 bargaining unit's successor agreement regardless of the different expiration dates.

15 APPROVED this 24<sup>th</sup> day of March, 2010.

16 By: [Signature]  
17 King County Executive

18  
19 For International Federation of  
20 Professional & Technical Engineers,  
21 Local 17:

22 [Signature]  
23 Joseph L. McGee  
24 Executive Director, IFPTE, Local 17

25 [Signature]  
26 Whitney Hupf  
27 Union Representative, IFPTE, Local 17

28 [Signature]  
Matt Hansen, Member Negotiating Team

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Michael List, Member Negotiating Team

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Denms Pingeon, Member Negotiating Team

**International Federation of Professional and Technical Engineers  
Local 17 (AFL-CIO)  
Transit Division – Supervisors**

Classification Code	MSA Job Class Code	PeopleSoft Job Class Code	Classification Title	Range	Steps
2230500	8190	223701	Customer Services Administrator	72	1-2-3-4-5 *
2221500	8183	222901	Marketing and Sales Specialist V	72	1-2-3-4-5 *
2816100	8298	283301	Rideshare Operations Supervisor	72	1-2-3-4-5 *
2334500	8227	234502	Safety and Health Supervisor	72	1-2-3-4-5 *
2701600	8286	271601	Systems Management and Analysis Supervisor	75	1-2-3-4-5 *
2422100	8741	242002	Transit Planning Supervisor	72	1-2-3-4-5 *
8701200	8739	871501	Transit Supervisor**	72	1-2-3-4-5 *
8702200	8739	871511	Transit Supervisor-Assigned to Power**	72 + 11%	1-2-3-4-5 *
<p>* These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule ** Includes Rail Supervisors</p>					

**Addendum B**  
**Seniority Dates for Current Employees**  
**As of October 31, 2009**

Name	Layoff Group	Seniority Date
Sahm, Robert F	Supervisor of Accessible Services	1/1/04
List, Michael J	Supervisor of Base Operations	4/19/99
Alidina, Abdul S	Supervisor of Base Operations	2/2/04
Davis, Marilyn J	Supervisor of Base Operations	5/24/04
Porad, Bruce J	Supervisor of Base Operations	6/1/04
Jolly, David B	Supervisor of Base Operations	9/25/04
Burdick, William F	Supervisor of Base Operations	10/23/06
Lantry, David N	Supervisor of CTR Service	4/25/01
Branham, Philip O	Supervisor of Customer Service	8/1/08
Brezonick, Carri Lynn	Supervisor of Customer Service	8/1/08
Meyer, Peggy R	Supervisor of Facilities Maintenance	2/18/91
Abille, Robin J	Supervisor of Facilities Maintenance	5/11/02
Erickess-Caluya, Stephanie	Supervisor of Facilities Maintenance	10/13/03
Tanzer, Alina F	Supervisor of Facilities Planning	3/27/00
Stites, George	Supervisor of Fleet Engineering	5/27/00
Berman, Michael J	Supervisor of Infrastructure & Integration	6/4/07
Hansen, Matthew	Supervisor of Market Development	8/26/02
Virkelyst, Robert A	Supervisor of Marketing & Service Information	7/3/04
Johnson, Douglas	Supervisor of Operations Training	9/28/02
Keyport, Ralph E	Supervisor of Planning & Technical Support Services	1/1/05
Traylor, Corey S	Supervisor of Power	8/15/05
Jones, Thomas C	Supervisor of Rail Operations	2/9/09
Inkster, Evan	Supervisor of Rail Vehicle Maintenance	10/1/09
Hankins, Tedd E	Supervisor of Rail Way, Power, & Signal	4/21/08
Sawyer, Charles H	Supervisor of Research & Management Information	7/30/99
Pawlowski, Sydney Z	Supervisor of Rideshare Operations	3/12/88
Bez, Jonathon	Supervisor of Scheduling	1/25/08
Allen, Ruthic F	Supervisor of Service Quality	4/24/09
Bevington, N E	Supervisor of Speed & Reliability	12/6/82
Bell, Stephen J	Supervisor of Systems & Support	10/6/08
Overgaard, Daniel A	Supervisor of Systems Management & Analysis	11/1/00
Wamsley, Jeffrey T	Supervisor of Transit Control Center	3/23/09
Policar, Steven S	Supervisor of Transit Fleet Procurement	1/10/09

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Name	Layoff Group	Seniority Date
Sleboznick, Sharon A	Supervisor of Transit Route Facilities	11/28/05
Lemeshko, Michael P	Supervisor of Transit Safety	2/19/07
Hull, David	Supervisor of Transit Service Planning	12/5/05
Conyne, Scott C	Supervisor of Vehicle Maintenance	8/10/81
Eeds, Michael E	Supervisor of Vehicle Maintenance	7/15/96
Jensen, Mary	Supervisor of Vehicle Maintenance	3/1/98
Pingeon, Dennis G	Supervisor of Vehicle Maintenance	4/29/98
Nornang, Chunila	Supervisor of Vehicle Maintenance	10/4/99
Kourdahi, Elie L	Supervisor of Vehicle Maintenance	6/22/02
Kilborn, Heather M	Supervisor of Vehicle Maintenance	2/14/04
Sattler, Jeffrey S	Supervisor of Vehicle Maintenance	12/1/06
Lillquist, Bruce A	Supervisor of Vehicle Maintenance	3/10/07
Ward, Larry D	Supervisor of Vehicle Maintenance	5/23/07

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**CONTRACT SUMMARY**

**CONTRACT:** International Federation of Professional & Technical Engineers, Local 17 (Transit Supervisors - Department of Transportation, Metro Transit Division)

**TERM OF CONTRACT:** September 1, 2009, through February 28, 2011

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** Transit Supervisors are responsible for the management and direction of Transit Division facilities in the Operations, Vehicle Maintenance, Facilities Maintenance, and Rail sections of the Transit Division. Transit Supervisors also head up work groups of professional staff members in areas such as planning and information technology.

**NEGOTIATOR:** Jim Meith

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Pre-layoff process, notice, recall rights and outplacement assistance are specified by the contract.
➤ <b>INTEREST-BASED BARGAINING:</b>	Although negotiations extended beyond the expiration date of the contract, they were conducted in an interest-based fashion.
➤ <b>VACATION ACCRUAL &amp; SICK LEAVE CASHOUT:</b>	Per county policy.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	Per county policy.
➤ <b>CONTRACTING OUT OF WORK:</b>	The county will not contract out the work typically performed by the bargaining unit if doing so eliminates or reduces the normal workload of the bargaining unit.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	Yes.
➤ <b>DISCIPLINE &amp; GRIEVANCES:</b>	The contract provides for a grievance procedure. Parties are encouraged to try alternative dispute resolution before filing formal claims.
➤ <b>MEDIATION:</b>	Mediation of disputes is specifically encouraged by this contract.
➤ <b>CONTRACT CONSOLIDATION:</b>	N/A

**GENERAL GOVERNMENT AND LABOR RELATIONS COMMITTEE  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** International Federation of Professional & Technical Engineers, Local 17 (Transit Supervisors - Department of Transportation, Metro Transit Division)

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>BENEFITS TRUST PLAN:</b>	N/A
➤ <b>HEALTH BENEFITS COST SHARING:</b>	N/A
➤ <b>RELEASE TIME:</b>	Standard.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The current contract expired on August 31, 2009. Negotiations commenced on July 15, 2009. Tentative agreement was reached on September 22, 2009. The union membership ratified the agreement on December 16, 2009.
➤ <b>TIMELINESS OF IMPLEMENTATION:</b>	This contract will be implemented expeditiously following its enactment.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	None.
➤ <b>USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:</b>	Consistent with county policy and state and federal law.

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	Employees are already paid biweekly.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	Yes.
➤ <b>NO STRIKE PROVISION:</b>	Yes.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	None beyond those authorized by county policy.
➤ <b>HOURS OF WORK:</b>	The employees covered by this agreement work a core 40 hours.
➤ <b>PERFORMANCE EVALUATIONS:</b>	The agreement provides that each employee will receive regular performance appraisals.





## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>International Federation of Professional &amp; Technical Engineers, Local 17 (Transit Supervisors - Department of Transportation, Metro Transit Division)</b>
<b>Labor Negotiator</b>
<b>Jim Meith</b>

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

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. The cost-of-living increase for 2010 follows the standard county settlement agreed to with other labor organizations, which was formulated at 90% of the increase in the All Cities CPI-W Index, September to September, provided that the amount produced by application of the foregoing would not be less than 2% or greater than 6%. That cost-of-living increase has already been provided via the implementation of the furlough memorandum of agreement addressing the 2009 budget crisis (Ordinance 16340) in which the county agreed to extend the cost-of-living increase through 2010 for signatory unions.
2. It also provides for a reopener in 2010 solely for the purpose of negotiating any cost-of-living increase for 2011.
3. There are language revisions including the areas of performance appraisals, discipline, pay upon personnel actions, work assignments, layoff and recall, and other minor revisions. These changes clarify and/or bring the language into agreement with actual practice.
4. The remainder of this collective bargaining agreement is primarily an extension of the current agreement.
5.
6.

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# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	International Federation of Professional & Technical Engineers, Local 17 (Transit Supervisors - DOT, Metro Transit Division)	
<b>Effective Date:</b>	Three year contract 9/1/2009 – 2/28/2011	
<b>Affected Agency and/or Agencies:</b>	Transit	
<b>Note Prepared by:</b>	John McCoy, Labor Relations Analyst, HRD	<b>Phone:</b> 205-5398
<b>Department Sign Off:</b>	Jill Krecklow, Finance & Administrative Services Manager, Transit, DOT	<b>Phone:</b> 684-1019
<b>Note Reviewed by: Supplemental Required?</b>	Shelley De Wys, Budget Analyst	<b>Phone:</b> 263-9718
NO <input type="checkbox"/>	YES <input type="checkbox"/>	

## EXPENDITURES FROM:

Fund Title	Fund Code	Department	2010	2011	2012
Public Trans Op	464	Transportation	\$ 116,885	\$ 19,481	NA
<b>TOTAL</b>			<b>\$ 116,885</b>	<b>\$ 19,481</b>	

## EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2009 Base	2010	2011	2012
Salaries		Trans.	\$ 5,171,915	\$ 103,438	\$ 17,240	NA
OT			\$ 0	\$ 0	\$ 0	
PERS & FICA			\$ 672,349	\$ 13,447	\$ 2,241	
<b>TOTAL</b>			<b>\$ 5,844,264</b>	<b>\$ 116,885</b>	<b>\$ 19,481</b>	

## ASSUMPTIONS:

### Assumptions used in estimating expenditure include:

- Contract Period (s):** 18 month contract 9/1/2009 – 2/28/2011.
- Wage Adjustments & Effective Dates:**
  - COLA:** 2% estimated for 2010.
  - Other:**
  - Retro/Lump Sum Payment:**
- Other Wage-Related Factors:**
  - PERS/FICA:** Payroll taxes @ 13%.
  - Overtime:**
- Other Cost Factors:** 2011 costs reflect the effect of the 2% cola on the first 2 months of 2011.

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March 22, 2010

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

Dear Councilmember Ferguson:

The enclosed ordinance, if approved, will ratify the International Federation of Professional & Technical Engineers, Local 17 (Transit Supervisors) collective bargaining agreement for the period of September 1, 2009, through February 28, 2011. This agreement covers approximately 46 employees in the Department of Transportation, Transit Division.

Transit Supervisors are responsible for the management and direction of Transit Division facilities in the Operations, Vehicle Maintenance, Facilities Maintenance, and Rail sections of the Transit Division. Transit Supervisors also head up work groups of professional staff members in areas such as planning and information technology.

The wage settlement for this contract provides no change to existing wages. The cost-of-living increase for 2010 follows the standard county settlement agreed to with other labor organizations, which was formulated at 90% of the increase in the All Cities CPI-W Index, September to September, provided that the amount produced by application of the foregoing would not be less than 2% or greater than 6%. That cost-of-living increase has already been provided via the implementation of the furlough memorandum of agreement addressing the 2009 budget crisis (Ordinance 16340) in which the county agreed to extend the cost-of-living increase through 2010 for signatory unions. The contract also provides a re-opener during 2010 for the purpose of negotiating a cost-of-living increase for 2011.

The remainder of this collective bargaining agreement is primarily an extension of the current agreement. There are language revisions including the areas of performance appraisals, discipline, pay upon personnel actions, work assignments, layoff and recall, and other minor revisions. These changes clarify and/or bring the language into agreement with actual practice.

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

The Honorable Bob Ferguson  
March 22, 2010  
Page 2

capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact James J. Johnson, Interim Labor Relations Manager, at 206-296-8556, at your convenience.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Tom Bristow, Chief of Staff  
        Anne Noris, Clerk of the Council  
Dwight Dively, Director, Office of Management and Budget  
Caroline Whalen, Acting County Administrative Officer, Department of Executive Services (DES)  
Anita Whitfield, Director, Human Resources Division (HRD), DES  
Michael Frawley, Deputy Director, HRD, DES  
James J. Johnson, Interim Labor Relations Manager, HRD, DES

1 Agreement between  
2 King County  
3 and  
4 International Federation of Professional and Technical Engineers, Local 17  
5 Transit Supervisors  
6 September 1, 2009 to February 28, 2011 Redline

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~~MEMORANDUM OF AGREEMENT: Pay Adjustment~~

1 **Preamble**

2           These Articles constitute an agreement, the terms of which have been negotiated in good  
3 faith, between King County and the International Federation of Professional and Technical  
4 Engineers, Local 17. This Agreement will be subject to approval by Ordinance by the County  
5 Council of King County, 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 International Federation of Professional  
10 and Technical Engineers, Local 17, hereafter referred to as the Union, and to set forth the wages,  
11 benefits and working 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.

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**ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION**

**Section 1. Union Recognition**

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

**Section 2. Union Membership**

**A.** It is a condition of employment that, within 30 days of the effective date of this Agreement, all Employees covered by this Agreement will become and remain members in good standing in the Union, or pay an agency fee to the Union in lieu of membership. Each Employee covered by this Agreement and hired into the bargaining unit on or after its effective date will, on the thirtieth day following the beginning of such employment, become and remain a member in good standing of the Union, or pay an agency fee to the Union in lieu of membership. Provided that unless otherwise required to do so, non-Local 17 employees working in an acting capacity shall not have to pay union dues until after ninety (90) days.

**B.** An Employee who holds bona fide religious tenets or teachings that prohibit union membership or the payment of dues or initiation fees to union organizations or for any other reason is eligible for a religious exemption under applicable law, will pay an amount of money equivalent to regular union dues and initiation fees to a charitable organization mutually agreed upon by the Employee and the Union. Such Employee will furnish the Union with written proof that such payments are being made.

**C.** Failure by an Employee to abide by the provisions of paragraph A and B will constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union will provide the Employee and the County with 30 days notification of the Union's intent to initiate discharge action. During this period, the Employee may make restitution of the amount which is overdue.

**D.** Upon request, the County will provide the Union with a current list of all

[Redline of new CBA against previous CBA]

1 Employees in the bargaining unit. Such list will indicate the Employee's name, section and/or unit,  
2 employment status, job classification, date of hire and date of hire into his/her current classification.

3 E. The County will notify the Union whenever an Employee is moved into or out of a  
4 bargaining unit position. The notification will include the Employee's name, section and/or unit,  
5 employment status, job classification, date of hire and effective date of the personnel action.

6 **Section 3. Union Dues Deduction**

7 A. Upon receipt of written authorization individually signed by a bargaining unit  
8 Employee, the County will have deducted from the pay of such Employee the amount of dues or  
9 agency fees as certified by the Union.

10 B. The Union will indemnify and hold the County harmless against any claims made  
11 and against any suit instituted against the County on account of any collection of dues for the Union.  
12 The Union agrees to refund to the County any amounts paid to it in error on account of the collection  
13 provision upon presentation of proper evidence thereof.

14 **Section 4. Shop Stewards**

15 The Union has the right to appoint stewards at any location where members of the bargaining  
16 unit are employed.

17 **Section 5. Union activities and representation**

18 An Employee who is authorized to serve as a representative of the Union may visit the work  
19 location of other Employees at reasonable times for the purpose of administering the terms of this  
20 Agreement. If the Union representative is making a worksite visit during his or her regular work  
21 hours, s/he will obtain agreement from his/her supervisor. Before visiting the work location, a Union  
22 representative must contact the supervisor or manager of that work location to insure that the  
23 worksite visit will not unduly interfere with normal operations at the worksite.

24 **Section 6. Union Postings**

25 The County will permit the Union to post or distribute, in Employees' work locations,  
26 announcements of meetings, election of officers, and other Union materials, provided there is  
27 sufficient space beyond what is required by the County for normal operations. Only recognized,  
28 officers, stewards and staff representatives of the Union will be entitled to post and remove Union  
materials, and only materials originating from the Union office and bearing the Union logo or

1 letterhead may be posted on the Union bulletin board space.

2 **Section 7. Retired Employees**

3 The County and the Union recognize the benefit of rehiring retired Employees on a temporary  
4 basis into classifications in which they were previously employed.

5 **Section 8. Non-Discrimination**

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

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**ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

Neither the County nor the Union will discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, creed, religion, national origin, age, ancestry, marital status, gender, sexual orientation or a sensory, mental or physical disability, except as otherwise provided by law.

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1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 1. Review of Personnel Files**

3 Upon request, an Employee can schedule an appointment to review his/her personnel files.

4 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.

5 An Employee may also review, upon request, any files to which s/he has a legal right to access.

6 **Section 2. Union Representation**

7 An Employee, at his/her request, has a right to Union representation at any meeting which  
8 s/he reasonably believes may lead to disciplinary action against the Employee.

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**ARTICLE 4: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT PLAN**

~~**Section 1. Performance Appraisals**~~

Each Employee will receive regular performance appraisals.

~~**Section 2. Performance Improvement Plan**~~

~~A. When an Employee's supervisor believes the Employee's performance is unsatisfactory, the supervisor will document the specific performance deficiencies in a written performance appraisal. The Employee may request that such performance appraisal be reviewed by the next higher level of supervision. Upon receipt of an unsatisfactory performance appraisal and, if requested, the completion of a higher level review which confirms the unsatisfactory performance appraisal, the Employee will be placed on a Performance Improvement Plan. The Performance Improvement Plan will be reviewed by Transit Human Resources and will include the following:~~

- ~~1) Opportunity for the Employee to be involved in the development of the Performance Improvement Plan~~
- ~~2) Description of the Employee's specific performance deficiencies~~
- ~~3) Specific performance objectives~~
- ~~4) Listing of resources available to the Employee, as appropriate~~
- ~~5) Specified duration that provides sufficient time for the Employee to make the required improvements~~
- ~~6) Scheduled regular review of the Employee's performance with written evaluation to the Employee indicating his/her progress in meeting the specific performance objectives.~~

~~B. The act of placing an Employee on a Performance Improvement Plan is not a grievable action.~~

~~C. While on a Performance Improvement Plan, an Employee will not receive any scheduled salary step increase. If the Employee successfully completes the Performance Improvement Plan, the Employee will then receive the delayed salary step increase, effective on the date the Performance Improvement Plan was successfully completed. Delayed receipt of a salary step increase will not impact future scheduled salary step increases.~~

~~D. When an Employee is unable to satisfactorily perform the specific performance~~

[Redline of new CBA against previous CBA]

1 ~~objectives of his/her Performance Improvement Plan, the supervisor may extend the period of the~~  
2 ~~Performance Improvement Plan if the supervisor determines that the Employee may be able to make~~  
3 ~~the required improvements if given more time.~~

4 ~~————— E. An Employee who is unable to satisfactorily perform the specific performance~~  
5 ~~objectives of his/her Performance Improvement Plan will be subject to demotion or discharge from~~  
6 ~~employment. Demotions or discharges resulting from a failure to satisfactorily complete a~~  
7 ~~Performance Improvement Plan will be subject to the grievance and arbitration process described in~~  
8 ~~Article 7.~~

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1 **ARTICLE 5. PROBATION**

2 **Section 1. Length of Probation**

3 A. Upon appointment as a regular Employee to a job classification covered by this  
4 Agreement, the Employee will serve a six-month probation. An Employee returning to a job  
5 classification in which the Employee has already satisfactorily completed probation will not be  
6 required to serve a new probation unless the Employee has been out of the job classification for three  
7 or more years, or the Employee is returning to the position due to a disciplinary demotion.

8 B. An Employee's probation may be extended by the County, with the concurrence of  
9 the Union.

10 **Section 2. Credit for Temporary Acting Time**

11 If an Employee has been working in a job classification on a temporary, acting basis and is  
12 then hired into the same position as a regular Employee, any portion of the time spent in the position  
13 in an acting capacity may, at the discretion of the County, be counted towards satisfying the  
14 Employee's required probationary period.

15 **Section 3. Dispute resolution**

16 **A. Performance**

17 1) The County may terminate a probationary Employee for unsatisfactory job-  
18 performance. The requirements of the Performance Improvement Plan in Article 4 are not applicable  
19 for probationary Employees.

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

26 **B. Discipline**

27 1) An Employee on probation cannot access the grievance and arbitration  
28 provisions of Article 7.

2) An Employee who receives discipline (excluding oral reprimands) up to



[Redline of new CBA against previous CBA]

1 and including termination of employment while on probation may, within 10 days of notice of the  
2 discipline, request a review of the circumstances with the Supervisor of Transit Employee  
3 Relations/designee, or with the immediate supervisor of the individual who made the decision to  
4 discipline the Employee. Any failure of the County to execute this review does not constitute a  
5 harmful error in the discipline nor in any way create a right to grieve or arbitrate the decision.

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1 **ARTICLE 6. DISCIPLINE**

2           A. An Employee may be disciplined for just cause. ~~any of the reasons enumerated in the~~  
3 ~~“Discipline” section of the King County Personnel Guidelines.~~ Discipline may include, but is not  
4 limited to, verbal or written reprimands, delayed salary step increases (except those delays caused by  
5 performance improvement plans), demotion, suspension without pay and/or discharge of the  
6 Employee.

7           B. Prior to any disciplinary action being taken, an investigation will be conducted. The  
8 Employee will be advised of the basis for any disciplinary action and given the opportunity to  
9 respond prior to the implementation of the discipline. The type and severity of disciplinary action  
10 will be consistent with the nature and severity of the behavior that led to the disciplinary action. In  
11 determining appropriate disciplinary action, the County will also consider mitigating circumstances,  
12 which may include the Employee’s work record. Probationary employees are not subject to the  
13 definitions or processes in this Article.

1 **ARTICLE 7. DISPUTE RESOLUTION PROCEDURES**

2 **Section 1. Purpose**

3 The Union and County recognize that prompt and diligent review of Employee disputes and  
4 grievances is vital to the development and continuance of good employee relations and morale. To  
5 accomplish this objective, the Union and County will make every effort to settle disputes and  
6 grievances quickly and at the lowest possible level of supervision.

7 **Section 2. Time limits**

8 Time limits for the dispute resolution processes described below may be extended upon  
9 written agreement between the Union and the County. If the County fails to respond within the  
10 designated time frames, the Union may pursue the dispute to the next step of the resolution process.  
11 If the Union does not pursue the dispute to the next process within the time frames noted, it will be  
12 presumed resolved.

13 **Section 3. Employee Responsibility**

14 This Agreement provides an Employee with two dispute resolution options, described in  
15 Sections 4 and 5 below, so that both contractual and non-contractual issues can be effectively  
16 resolved. Prior to deciding which option to follow, the Employee will confer with his/her union  
17 representative to determine the appropriate process for the Employee's specific concern.

18 **Section 4. Non-Contractual Dispute Resolution and Mediation**

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

21 **B.** An Employee who has a non-contractual dispute is encouraged to exercise his/her  
22 rights to pursue dispute resolution and, if appropriate, mediation to resolve the dispute. To initiate  
23 this process, the Employee will request a dispute resolution meeting with his/her immediate  
24 supervisor. The Employee and his/her supervisor will then meet in an attempt to resolve the dispute.  
25 The supervisor, if requested by the Employee, will provide the Employee with a written summary of  
26 the meeting and outcome within 20 days of the meeting.

27 **C.** If the dispute remains unresolved, the Union may, within 20 days of the  
28 Employee's receipt of the written summary, request mediation. The request for mediation will be  
made, in writing, to Transit Human Resources. Mediation will use a mutually acceptable mediator(s)

1 and will be concluded within 30 days of the request for mediation.

2 **Section 5. Contractual Disputes**

3 **A.** The parties agree that an Employee may use the following grievance process only  
4 for disputes regarding the interpretation and/or application of the express written terms of this  
5 Agreement.

6 **B. Pre-Grievance Meeting:** Before an Employee may file a grievance, the  
7 Employee must, within 20 days of the act or knowledge of the act being grieved, submit to his/her  
8 supervisor a written request for a pre-grievance meeting outlining the date and specific events of  
9 concern. The Employee and his/her supervisor will meet in an attempt to resolve the issue(s) raised  
10 by the Employee. Representatives from the Union and/or the County may attend this meeting if  
11 requested. Within 20 days of receipt of the request, the supervisor will provide the Employee with a  
12 written summary of the meeting, including a statement of the outcome.

13 **C. Step One:**

14 **1)** If the Employee and his/her supervisor are unable to resolve the issue(s) to  
15 the Employee's satisfaction, the Employee may, within 20 days of receipt of the pre-grievance  
16 dispute resolution meeting summary or, if no timely summary was issued, within 20 days from the  
17 date the summary was due, present a written grievance to his/her supervisor. The grievance must  
18 include:

19 (a) Description of the action or alleged action which is being grieved.  
20 (b) A copy of the Pre-grievance dispute resolution summary, if issued.  
21 (c) Identification of the provision of this Agreement, which has been  
22 violated.

23 (d) The remedy being sought.

24 **2)** Upon receipt of a Step One grievance request, a Transit Manager/designee  
25 will meet with the Employee in an attempt to resolve the Employee's grievance. The County must  
26 issue a written decision to the Employee and Union within 20 days following receipt of the Step One  
27 grievance request.

28 **D. Step Two:**

1) If the Step One decision is not satisfactory to the Union or not timely

[Redline of new CBA against previous CBA]

1 issued, the Union may, within 20 days of the receipt of the Step One response or, if no timely  
2 response was issued, within 20 days from the date the response was due, submit a written request for  
3 a Step Two hearing of the grievance to Transit Human Resources.

4                   2) Upon receipt of the Step Two grievance request, the Supervisor of Transit  
5 Employee Relations/designee and the Transit General Manager/designee will meet with the  
6 Employee and the Union in an attempt to resolve the Employee’s grievance. The County must issue  
7 a written decision to the Employee and the Union within 20 days of receipt of the Step Two request.  
8 This decision will have the concurrence of the Director of the Human Resources Division of the  
9 Department of Executive Services.

10                   **E. Mediation:**

11                   1) For disputes regarding the discipline of an Employee other than a  
12 suspension, demotion or discharge, Mediation is the next and final dispute resolution step. All non-  
13 disciplinary disputes and disputes regarding the suspension, demotion or discharge of an Employee  
14 may be taken to Mediation with an additional review available through arbitration, or they may be  
15 taken directly to arbitration.

16                   2) Should the parties agree that the next appropriate step for the grievance is  
17 mediation, the Union may submit a request for mediation to Transit Human Resources. Such request  
18 must be received by Transit Human Resources within 20 days of receipt of the Step Two response or,  
19 if no timely response was issued, within 20 days from the date the response was due. The process  
20 will use a mutually acceptable mediator(s) and will conclude within 30 days of the agreement to  
21 pursue Grievance Mediation.

22                   **F. Arbitration:**

23                   1) All non-disciplinary disputes and disputes regarding the suspension,  
24 demotion or discharge of an Employee may be taken to arbitration if the Step Two decision is not  
25 satisfactory or not timely issued, or if the mediator is unsuccessful at resolving the dispute. To  
26 initiate the Arbitration process, the Union must submit a request for arbitration to Transit Human  
27 Resources. The request for arbitration must be received by Transit Human Resources within 20 days  
28 of receipt of the Step Two response or, if no timely response was issued, within 20 days from the date  
the response was due, or, if mediation was attempted, 20 days from the date of the mediation. The

1 County and the Union will select an impartial third party to serve as arbitrator. In the event the  
2 parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list provided  
3 by the Federal Mediation and Conciliation Services (FMCS) through a mutually acceptable process.

4                   2) The power and authority of the arbitrator will be strictly limited to  
5 determining the meaning and interpretation of this Agreement. The arbitrator will not have the  
6 authority to modify this Agreement, nor to limit or impair any common law right of the County or the  
7 Union. The arbitrator's decision will be in accordance with federal and state laws and will be final  
8 and binding on all parties.

9                   3) The expense of the arbitration will be borne equally by the County and the  
10 Union. The County and the Union will each bear their own expense (including attorney fees) for the  
11 preparation and presentation of the arbitration regardless of the outcome of the case.

12                   **Section 6. Unfair Labor Practices**

13                   The parties agree that 30 days prior to filing an unfair labor practice (ULP) complaint with the  
14 Public Employment Relations Commission (PERC), the complaining party will notify the other party,  
15 in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing  
16 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
17 relief for the alleged ULP.

**ARTICLE 8. HOLIDAYS**

**Section 1. Approved Holidays**

All Employees, except temporary Employees, will be granted the following designated holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two Personal Holidays	

Employees will also be granted any day designated by public proclamation of the Governor of Washington State as a legal holiday. When a designated holiday occurs on a Sunday, the following Monday will be observed as the holiday. When a holiday occurs on a Saturday, the preceding Friday will be observed as the holiday.

**Section 2. Personal Holidays**

Eight hours of holiday time will be credited to each Employee's holiday accrual bank on October 1 and on November 1 of each year.

**Section 3. Work on a Holiday**

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

**Section 4. Holiday Accrual Bank**

1 An Employee may accrue up to 40 hours of holiday time, including personal holidays. If an  
2 Employee already has a balance of 40 hours of holiday time, no additional holiday time will accrue.

3 **Section 5. Holiday Cash-out**

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

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**ARTICLE 9. VACATIONS**

**Section 1. Accrual Rates**

Regular, full-time and regular, part-time (prorated) Employees will receive vacation accrual as indicated in the following table:

<b>Completed Years of Active Service</b>	<b>Equivalent Annual Vacation Credit (days)</b>
0-4	12
5-7	15
8-9	16
10-15	20
16	21
17	22
18	23
19	24
20	25
21	26
22	27
23	28
24	29
25 and above	30

**Section 2. Vacation Accrual Date**

Each Employee will accrue vacation each biweekly pay period, based on County seniority. County seniority is defined as completed years of service with King County and its predecessor organizations including Metro, the City of Seattle and Metropolitan Transit.

**Section 3. Work while on Vacation**

1 No person will be permitted to work for compensation for the County in any capacity during a  
2 time when vacation is being paid.

3 **Section 4. Disposition of Accrual**

4 A. Upon termination, the Employee will be paid for unused vacation, up to a  
5 maximum of 480 hours.

6 B. In the case of separation by death, payment of unused vacation, up to a maximum  
7 of 480 hours, will be made to the Employee's estate or, in applicable cases, as provided by  
8 R.C.W. 49.48.

9 **Section 5. Maximum Accrual**

10 The maximum vacation which an Employee may have in his/her vacation balance on the last  
11 day of the payroll year is 480 hours. An Employee's appointing authority may approve a temporary  
12 carryover of excess vacation leave. At the time of separation, no Employee will be paid for more  
13 than 480 hours.

1 **ARTICLE 10. SICK LEAVE**

2 **Section 1. Accrual Rate**

3 A. Each Employee will accrue sick leave at the rate of 0.0460 hours for each hour on  
4 regular pay status, commencing with the first day of employment.

5 B. There is no limit to the amount of sick leave that an Employee can accrue.

6 **Section 2. Use of Other Accrued Leave**

7 An Employee may choose to use vacation or other accrued leave time as an extension of sick  
8 leave when sick leave has been exhausted.

9 **Section 3. Authorized Uses**

10 Sick leave may be used in accordance with Section 14.4.3 of the King County Personnel  
11 Guidelines and applicable laws.

12 **Section 4. Disposition of Accrual**

13 A. Separation from King County employment, except by retirement or death, will  
14 cancel all sick leave currently accrued to the Employee. Should an Employee resign in good  
15 standing, or be laid off, and return to the County within three years, his/her accrued sick leave will be  
16 restored.

17 B. An Employee who has at least five years of service and retires as a result of length  
18 of service, or who terminates by reason of death, will receive (or the Employee's estate will receive)  
19 a cash payment equal to 35% of the Employee's accrued sick leave multiplied by the Employee's  
20 salary rate in effect on the date of separation or termination.

21 **Section 5. VEBA**

22 VEBA benefits will be made available to this bargaining unit to the extent, terms, and  
23 duration that they are offered to this bargaining unit through the Joint Labor Management Insurance  
24 Committee.

1 **ARTICLE 11. OTHER LEAVE BENEFITS**

2 **Section 1. Bereavement Leave**

3 If an Employee's close relative or the close relative of the Employee's spouse/domestic  
4 partner dies, such Employee is entitled to two days off with pay for bereavement leave. An  
5 additional day will be paid when round trip travel of 200 or more miles is required. If an Employee  
6 requests more time, up to an additional three days may be used from the Employee's sick leave  
7 balance.

8 **Section 2. Union Leave**

9 If an Employee is elected or appointed to an office in a local of the Union which requires part  
10 or all of his/her time, the Employee will be given, with agreement of the Employee's supervisor or  
11 manager, a leave of absence without pay.

12 **Section 3. Executive Leave**

13 **A.** Employees represented by this Agreement are FLSA-exempt. However, the nature  
14 of their work sometimes requires them to be on-call for significant periods of time and to work, on an  
15 on-going basis, substantially in excess of the standard work schedule for other County employees.  
16 Therefore, each Employee will be granted five days of executive leave annually. In addition to these  
17 five days of executive leave, an Employee may be granted up to an additional five days of executive  
18 leave, when authorized in writing by his/her immediate supervisor, in recognition of the additional  
19 on-call time, excess work and/or performance expectations required by his/her specific position.

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

24 **Section 4. Other Leaves**

25 Each Employee is entitled to other leave benefits as provided for in the King County  
26 Personnel Guidelines and applicable laws.

1 **ARTICLE 12. WAGES**

2 **Section 1. Wage Rates**

3 ~~Effective September 1, 2006, t~~The wage rates for Employees in the bargaining unit will be as  
4 set forth in Addendum A, attached to this Agreement.

5 **Section 2. Wage Progression**

6 **A.** If a current County Employee is hired into a bargaining unit position, that  
7 Employee will be placed at a step which provides a minimum five percent increase over the  
8 Employee's former salary, not to exceed the established top step. The appointing authority may  
9 place the promoted Employee at a higher step when the department director determines this action is  
10 warranted based on the criteria set forth in the 2005 King County Personnel Guidelines.

11 **B.** An Employee will progress through the steps of his/her salary range as follows:

12 1) An Employee shall receive a step increase six months after the date of  
13 his/her permanent appointment. Each subsequent step increase will be effective on January 1 of each  
14 following year.

15 **C.** For the duration of this Agreement an Employee who has been at the top step of  
16 his/her salary range for two years or more will be eligible annually for a merit increase of 2.5% or  
17 5% in accordance with the King County Merit Pay Plan in effect November 1, 2000, above the top  
18 step, under the following conditions:

19 1) The Employee has received a performance rating of 4.34 or higher on a  
20 scale of 5 for two or more consecutive years, or

21 the Employee is currently receiving a merit pay step above the top step,  
22 and continues to receive a rating of 4.34 or higher on a scale of 5 on an annual basis.

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

26 3) An Employee's performance rating and a decision to grant a merit increase  
27 for a rating of 4.34 or higher is not subject to the grievance and arbitration provisions of this  
28 Agreement.

**Section 3. Cost of Living Adjustment (COLA)**

[Redline of new CBA against previous CBA]

1 Effective ~~each~~ January 1, 2010 wage rates ~~in effect on December 31st of the previous year~~  
2 will be increased by 90% CPI-W U.S. All Cities, based on September-to-September figures of the  
3 preceding year. Such percentage increase will not be less than 2 percent, nor will it be greater than 6  
4 percent.

5 In 2010, the parties will reopen negotiations solely for the purpose negotiating any  
6 COLA for 2011.

7 **Section 4. Acting Assignments - Salary Credit**

8 An Employee who is acting in a position and then receives a regular appointment to the same  
9 position will have the acting time credited for purposes of salary step placement and future salary  
10 step increases in the following circumstances: (1) all time in the acting position which is contiguous  
11 with the regular appointment will be credited day-for-day, and (2) any additional time spent in the  
12 acting position that is for a continuous period of three months or more and is within the 12 month  
13 period prior to the regular appointment will also be credited day-for-day.

14 Section 5. Pay upon Personnel Action. An employee who is promoted, reclassified, or  
15 works outside of classification for more than 2 weeks in an acting capacity in a classification having  
16 a higher maximum salary shall be placed at the nearest step in the new salary range which provides at  
17 least a 5% increase above the employee's previous rate of pay in effect at the time of the personnel  
18 action. Employees working outside of their classification in an acting capacity for 2 weeks or less  
19 shall receive a 5% increase above the employee's previous rate of pay. However, an employee may  
20 not exceed the maximum salary of the higher classification including merit pay.

1 **ARTICLE 13: BENEFITS**

2 **Section 1. Insurance Benefits**

3 A. The County and Union currently participate in the Joint Labor Management  
4 Insurance Committee which is comprised of representatives from the County and its labor unions.  
5 The County and Union agree to continue the Joint Labor-Management Insurance Committee.

6 B. The County presently participates in group medical, dental, vision, life and long-  
7 term disability insurance benefit programs. These programs, and the level of County premium  
8 contributions to these programs, are determined by the Joint Labor Management Insurance  
9 Committee. The County agrees to provide the benefit programs and the level of benefits and  
10 premium contributions as determined by the Joint Labor-Management Insurance Committee.

11 C. Full benefit coverage, as defined by the Joint Labor Management Insurance  
12 Committee, will be provided to all regular part-time (half-time or more) and regular full-time  
13 Employees.

14 **Section 2. Insurance Benefits for Retirees**

15 Benefit options, as defined by the Joint Labor Management Insurance Committee, will be  
16 available to retirees.

17 **Section 3. Transit Passes**

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

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

21 The County provides special coverage in the event of a felonious assault. The maximum  
22 benefits payable is \$50,000 for death, dismemberment, loss of sight, or permanent total disability,  
23 less any amount payable under a group life or accidental death and dismemberment policy.

1 **ARTICLE 14: WORK ASSIGNMENTS**

2 **Section 1. Alternative Work Schedules**

3 A. An Employee may request an alternative work schedule, which may include  
4 flexible work hours, compressed work weeks, telecommuting and/or job share arrangements.  
5 Approval for an alternative work schedule must be received from the Employee's supervisor. The  
6 decision to allow an alternative work schedule is solely within the County's discretion and approval  
7 may be revoked at any time. The Employee may also choose to return to the standard work schedule  
8 at any time.

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

12 **Section 2. Work Outside of Classification**

13 A. Temporary Assignments: An Employee may be assigned to a higher level  
14 classification on a temporary basis. ~~in accordance with the King County Personnel Guidelines.~~  
15 However, if the temporary assignment extends beyond 6 months, the County will review with the  
16 Union the reasons why the acting assignment is still required. A review will occur every six months,  
17 for the duration of the temporary assignment, unless specifically waived by the Union.

18 B. Wages for Temporary Upgrades: ~~In accordance with the King County Personnel~~  
19 ~~Guidelines, a~~An Employee who is assigned to a temporary upgrade will be paid in accordance with  
20 Article 12, Section 5 of this agreement. ~~paid at the pay step in the upgrade classification that would~~  
21 ~~constitute a minimum of five percent over the Employee's regular salary, but not to exceed the top~~  
22 ~~rate of the higher classification.~~



1 **ARTICLE 15: SUBCONTRACTING**

2           The County agrees not to contract out work typically performed by currently employed  
3 members of the bargaining unit if the contracting of such work eliminates or reduces the normal  
4 workload of the bargaining unit. If, in order to secure funding for a specific, time-limited project, the  
5 County is required to contract all or part of the work to be performed due to limitations imposed by  
6 funding agreement, said contracting will not be considered a violation of this article. The County  
7 agrees to provide the Union, upon request, with documentation to support any contracting of work  
8 under the terms of this article.

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1 **ARTICLE 16: LAYOFF AND RECALL**

2 **Section 1. Layoff Process**

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

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

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

12 **Section 2. Notice**

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

16 **Section 3. Recall**

17 A. An Employee who is laid off will have general recall rights to other vacant County  
18 positions, in accordance with the King County Personnel Guidelines, for a period of two years  
19 following the Employee's layoff. In addition, the Employee will retain specific recall rights to the  
20 position from which s/he was laid off for an additional one year period following the end of the two  
21 year general recall period. During the three year specific recall period, the Employee will retain  
22 specific recall rights to the position from which s/he was laid off regardless of whether the Employee  
23 has accepted a different position within the County.

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

28 C. When a laid-off Employee applies for, or is referred to, a bargaining unit position  
and such Employee is unsuccessful in obtaining the position, the Employee will be provided with the

1 rationale for non-selection, interview and test scores, and any other documentation used to make the  
2 determination.

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

5 **Section 4. Outplacement Services**

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

10 **Section 5. Layoff Seniority**

11 ~~A. Seniority is under the jurisdiction of the Union. All questions or grievances~~  
12 ~~pertaining to seniority will be settled by the Union. Employee layoff seniority is defined by his/her~~  
13 ~~most recent permanent hire date into a position. As of November 1, 2009, an employee who comes~~  
14 ~~into this bargaining unit will have his or her seniority date established as the date he/she becomes a~~  
15 ~~member of this bargaining unit.~~ If two (2) Employees were hired on the same date, the Employee  
16 who has been employed by King County or its predecessor organizations, including Metro,  
17 Metropolitan Transit, and Seattle Transit, for the longest continuous period of time shall have higher  
18 seniority. ~~Employee layoff seniority is defined by his/her most recent permanent hire date into a~~  
19 ~~position~~

20 ~~B. Seniority dates for current employees as of October 31, 2009 are listed in Addendum~~

21 ~~B.~~

22 ~~C. King County is responsible for providing the Union with accurate, pertinent, and~~  
23 ~~timely information to assist the Union in identifying the seniority date. Failure to provide this~~  
24 ~~information is grievable. All questions or issues pertaining to a member's seniority will be settled~~  
25 ~~by the Union. The union determined seniority date cannot be grieved.~~

26  
27 **BD.** 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  
his/her layoff seniority for one year from the date of transfer.

**Section 6. Layoff Groups**

Layoff Groups are defined as follows:

<u>Position Title</u>
<u>Supervisor of Access Operations</u>
<u>Supervisor of Accessible Services</u>
<u>Supervisor of Base Operations</u>
<u>Supervisor of CTR Service</u>
<u>Supervisor of Customer Service</u>
<u>Supervisor of Facilities Planning</u>
<u>Supervisor of Facilities Maintenance</u>
<u>Supervisor of Fleet Engineering</u>
<u>Supervisor of Infrastructure and Integration</u>
<u>Supervisor of Market Development</u>
<u>Supervisor of Operations Training</u>
<u>Supervisor of Power</u>
<u>Supervisor of Research &amp; Management Information</u>
<u>Supervisor of Rideshare Operations</u>
<u>Supervisor of Scheduling</u>
<u>Supervisor of Transit Control Center</u>
<u>Supervisor of Marketing and Service Information</u>
<u>Supervisor of Service Quality</u>
<u>Supervisor of Systems Management and Analysis</u>
<u>Supervisor of Transit Fleet Procurement</u>
<u>Supervisor of Transit Safety</u>
<u>Supervisor of Transit Route Facilities</u>
<u>Supervisor of Transit Service Planning</u>
<u>Supervisor of Systems and Support</u>

[Redline of new CBA against previous CBA]

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<u>Position Title</u>
<u>Supervisor of Vehicle Maintenance</u>
<u>Supervisor, Speed and Reliability</u>
<u>Supervisor of Rail Operations</u>
<u>Supervisor of Rail Vehicle Maintenance</u>
<u>Supervisor of Rail Way, Power and Signal</u>
<del>Position Title</del>
<del>Supervisor of Access Operations</del>
<del>Supervisor of Accessible Services</del>
<del>Supervisor of Base Operations</del>
<del>Supervisor of CTR Service</del>
<del>Supervisor of Customer Service</del>
<del>Supervisor of Facilities Planning</del>
<del>Supervisor of Facilities Maintenance</del>
<del>Supervisor of Fleet Engineering</del>
<del>Supervisor of Infrastructure and Integration</del>
<del>Supervisor of Market Development</del>
<del>Supervisor of Operations Training</del>
<del>Supervisor of Power</del>
<del>Supervisor of Research &amp; Management Information</del>
<del>Supervisor of Rideshare Operations</del>
<del>Supervisor of Scheduling</del>
<del>Supervisor of Service Communications</del>
<del>Supervisor of Marketing and Service Information</del>
<del>Supervisor of Service Quality</del>
<del>Supervisor of Systems Management and Analysis</del>
<del>Supervisor of Transit Fleet Procurement</del>

[Redline of new CBA against previous CBA]

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<u>Position Title</u>
<del>Supervisor of Transit Safety</del>
<del>Supervisor of Transit Route Facilities</del>
<del>Supervisor of Transit Service Planning</del>
<del>Supervisor of Systems and Support</del>
<del>Supervisor of Vehicle Maintenance</del>
<del>Supervisor, Speed and Reliability</del>
<del>Supervisor of Rail Operations</del>
<del>Supervisor of Rail Vehicle Maintenance</del>
<del>Supervisor of Rail Way, Power and Signal</del>

1 **ARTICLE 17. TRAINING**

2 **Section 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 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.

1 **ARTICLE 18: DRUG FREE WORK PLACE**

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

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**ARTICLE 19: RIGHTS OF MANAGEMENT**

Except as limited by the express written terms and conditions of this Agreement or by any practice mutually established by the County and the Union, the management and direction of the workforce are vested exclusively in the County. In areas where this Agreement is silent, the management and direction of Employees will be in accordance with the 2005 King County Personnel Guidelines and other directives, policies and ordinances, as appropriate.

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**ARTICLE 20: LABOR MANAGEMENT RELATIONS COMMITTEE**

The Union and County agree to establish a Labor-Management Relations Committee. Such committee will meet on an ad hoc basis, no more frequently than once per month, for the purpose of discussing issues or problems which may arise in contract or policy administration. The Union Business Representative and the County will co-chair the meeting and determine the appropriate participants, based on the issues to be discussed.

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1 **ARTICLE 21: WORK CONTINUATION**

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

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**ARTICLE 22: SAVINGS, SUBORDINATION, WAIVER AND REOPENER**

**Section 1. Savings and Subordination**

Should any part or provision of this Agreement be rendered or declared invalid because of an existing or subsequently enacted state or federal legislation or by any decree of a court of competent jurisdiction, the County and Union agree, upon notification of invalidation, to meet and negotiate those parts or provisions which are affected. The invalidation of any part of this Agreement will not, however, invalidate the remaining parts or provisions of the Agreement which will remain in full force and effect.

**Section 2. Waiver**

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

**Section 3. Reopener on Vacation Cashout**

If King County determines that vacation cashout is a benefit that can become available to represented employees, the parties shall reopen negotiations for the purpose of negotiating a basis and terms for providing cashout benefit to members of this bargaining unit.

**ARTICLE 23: DURATION AND MODIFICATIONS**

**Section 1. Effective Date**

This Agreement shall be effective upon conclusion of the approval process by King County Council and shall cover the period September 1, 200~~9~~<sup>6</sup> through February 28, 2011~~August 31, 2009~~.

**Section 2. Modification**

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

**Section 3. Negotiations for Succeeding Agreement**

Negotiations for the succeeding Agreement may be initiated by either party providing to the other written notice of its intention to do so. At the discretion of the Union the parties will conduct negotiations on a successor agreement concurrently with negotiations on the Transit Chiefs bargaining unit's successor agreement regardless of the different expiration dates.

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

By \_\_\_\_\_  
King County Executive

For International Federation of Professional & Technical Engineers, Local 17:

\_\_\_\_\_  
~~Joseph L. McGee Ray Goforth~~  
~~Executive Director, IFPTE, Local 17 Union~~  
~~Representative~~

\_\_\_\_\_  
Whitney Hupf  
Union Representative, IFPTE, Local 17

[Redline of new CBA against previous CBA]

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Matt Hansen, Member Negotiating Team

Michael List, Member Negotiating Team

Dennis Pingeon, Member Negotiating Team

1 cba Code: 044

2 Addendum A

3 Union Code: C5

4 **International Federation of Professional and Technical Engineers**

5 **Local 17 (AFL-CIO)**

6 **Transit Division – Supervisors**

7 **September 1, 2006 – August 31, 2007**

8 <b>Classification Code</b>	<b>MSA Code</b>	<b>PeopleSoft Code</b>	<b>Classification Title</b>	<b>Range</b>	<b>Steps</b>
9 8701200	8739	871501	Transit Supervisor**	70	<del>1-2-3-4-5</del> *
10 8702200	8739	871511	Transit Supervisor Assigned to Power**	70+ 11%	<del>1-2-3-4-5</del> *
11 2221500	8183	222901	Marketing & Sales Specialist V	70	<del>1-2-3-4-5</del> *
12 2230500	8190	223701	Customer Services Administrator	70	<del>1-2-3-4-5</del> *
13 2334500	8227	234502	Safety & Health Supervisor	70	<del>1-2-3-4-5</del> *
14 2422100	8741	242002	Transit Planning Supervisor	72	<del>1-2-3-4-5</del> *
15 2816100	8298	283301	Rideshare Operations Supervisor	72	<del>1-2-3-4-5</del> *
16 2701600	8286	271601	Systems Management & Analysis Supervisor (Transit Information Technology Supervisor)	75	<del>1-2-3-4-5</del> *

17 \* These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt “Squared” Pay Schedule

18 \*\* Includes Rail Supervisors

~~eba Code: 044~~

~~Addendum A~~

~~Union Code: C5~~

~~International Federation of Professional and Technical Engineers~~

~~Local 17 (AFL-CIO)~~

~~Transit Division—Supervisors~~

~~September 1, 2007—August 31, 2008~~

<del>Classification Code</del>	<del>MSA Code</del>	<del>PeopleSoft Code</del>	<del>Classification Title</del>	<del>Range</del>	<del>Steps</del>
<del>8701200</del>	<del>8739</del>	<del>871501</del>	<del>Transit Supervisor**</del>	<del>71</del>	<del>1-2-3-4-5*</del>
<del>8702200</del>	<del>8739</del>	<del>871511</del>	<del>Transit Supervisor Assigned to Power**</del>	<del>71- +11%</del>	<del>1-2-3-4-5*</del>
<del>2221500</del>	<del>8183</del>	<del>222901</del>	<del>Marketing &amp; Sales Specialist V</del>	<del>71</del>	<del>1-2-3-4-5*</del>
<del>2230500</del>	<del>8190</del>	<del>223701</del>	<del>Customer Services Administrator</del>	<del>71</del>	<del>1-2-3-4-5*</del>
<del>2334500</del>	<del>8227</del>	<del>234502</del>	<del>Safety &amp; Health Supervisor</del>	<del>71</del>	<del>1-2-3-4-5*</del>
<del>2422100</del>	<del>8741</del>	<del>242002</del>	<del>Transit Planning Supervisor</del>	<del>72</del>	<del>1-2-3-4-5*</del>
<del>2816100</del>	<del>8298</del>	<del>283301</del>	<del>Rideshare Operations Supervisor</del>	<del>72</del>	<del>1-2-3-4-5*</del>
<del>2701600</del>	<del>8286</del>	<del>271601</del>	<del>Systems Management &amp; Analysis Supervisor (Transit Information Technology Supervisor)</del>	<del>75</del>	<del>1-2-3-4-5*</del>
<p><del>* These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt “Squared” Pay Schedule</del></p> <p><del>** Includes Rail Supervisors</del></p>					

~~One time payment in lieu of September 2007 range increase for certain Supervisors:~~

~~On the first full pay period that includes September 1, 2007, the following positions shall be issued a one-time payment equaling the difference between Step 10, Range 72 and Step 10, Range 73 in the 2007 Squared Table: Transit Planning Supervisor and Rideshare Operations Supervisor.~~



~~eba Code: 044~~

~~Addendum A~~

~~Union Code: C5~~

~~International Federation of Professional and Technical Engineers~~

~~Local 17 (AFL-CIO)~~

~~Transit Division – Supervisors~~

~~September 1, 2008 – August 31, 2009~~

Classification Code	MSA Code	PeopleSoft Code	Classification Title	Range	Steps
8701200	8739	871501	Transit Supervisor**	72	1-2-3-4-5 *
8702200	8739	871511	Transit Supervisor-Assigned to Power**	72 + 11%	1-2-3-4-5 *
2221500	8183	222901	Marketing & Sales Specialist V	72	1-2-3-4-5 *
2230500	8190	223701	Customer Services Administrator	72	1-2-3-4-5 *
2334500	8227	234502	Safety & Health Supervisor	72	1-2-3-4-5 *
2422100	8741	242002	Transit Planning Supervisor	72	1-2-3-4-5 *
2816100	8298	283301	Rideshare Operations Supervisor	72	1-2-3-4-5 *
2701600	8286	271601	Systems Management & Analysis Supervisor (Transit Information Technology Supervisor)	75	1-2-3-4-5 *
<p>* These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt “Squared” Pay Schedule                      ** Includes Rail Supervisors</p>					

**Addendum B**  
**Seniority Dates for Current Employees**  
**As of October 31, 2009**

<u>Name</u>	<u>Layoff Group</u>	<u>Seniority Date</u>
<u>Sahm, Robert F</u>	<u>Supervisor of Accessible Services</u>	<u>1/1/04</u>
<u>List, Michael J</u>	<u>Supervisor of Base Operations</u>	<u>4/19/99</u>
<u>Alidina, Abdul S</u>	<u>Supervisor of Base Operations</u>	<u>2/2/04</u>
<u>Davis, Marilyn J</u>	<u>Supervisor of Base Operations</u>	<u>5/24/04</u>
<u>Porad, Bruce J</u>	<u>Supervisor of Base Operations</u>	<u>6/1/04</u>
<u>Jolly, David B</u>	<u>Supervisor of Base Operations</u>	<u>9/25/04</u>
<u>Burdick, William F</u>	<u>Supervisor of Base Operations</u>	<u>10/23/06</u>
<u>Lantry, David N</u>	<u>Supervisor of CTR Service</u>	<u>4/25/01</u>
<u>Branham, Philip O</u>	<u>Supervisor of Customer Service</u>	<u>8/1/08</u>
<u>Brezonick, Carri Lynn</u>	<u>Supervisor of Customer Service</u>	<u>8/1/08</u>
<u>Meyer, Peggy R</u>	<u>Supervisor of Facilities Maintenance</u>	<u>2/18/91</u>
<u>Abille, Robin J</u>	<u>Supervisor of Facilities Maintenance</u>	<u>5/11/02</u>
<u>Erickess-Caluya, Stephanie</u>	<u>Supervisor of Facilities Maintenance</u>	<u>10/13/03</u>
<u>Tanzer, Alina F</u>	<u>Supervisor of Facilities Planning</u>	<u>3/27/00</u>
<u>Stites, George</u>	<u>Supervisor of Fleet Engineering</u>	<u>5/27/00</u>
<u>Berman, Michael J</u>	<u>Supervisor of Infrastructure &amp; Integration</u>	<u>6/4/07</u>
<u>Hansen, Matthew</u>	<u>Supervisor of Market Development</u>	<u>8/26/02</u>
<u>Virkelyst, Robert A</u>	<u>Supervisor of Marketing &amp; Service Information</u>	<u>7/3/04</u>
<u>Johnson, Douglas</u>	<u>Supervisor of Operations Training</u>	<u>9/28/02</u>
<u>Keyport, Ralph E</u>	<u>Supervisor of Planning &amp; Technical Support Services</u>	<u>1/1/05</u>
<u>Traylor, Corey S</u>	<u>Supervisor of Power</u>	<u>8/15/05</u>
<u>Jones, Thomas C</u>	<u>Supervisor of Rail Operations</u>	<u>2/9/09</u>
<u>Inkster, Evan</u>	<u>Supervisor of Rail Vehicle Maintenance</u>	<u>10/1/09</u>
<u>Hankins, Tedd E</u>	<u>Supervisor of Rail Way, Power, &amp; Signal</u>	<u>4/21/08</u>
<u>Sawyer, Charles H</u>	<u>Supervisor of Research &amp; Management Information</u>	<u>7/30/99</u>
<u>Pawlowski, Sydney Z</u>	<u>Supervisor of Rideshare Operations</u>	<u>3/12/88</u>
<u>Bez, Jonathon</u>	<u>Supervisor of Scheduling</u>	<u>1/25/08</u>
<u>Allen, Ruthic F</u>	<u>Supervisor of Service Quality</u>	<u>4/24/09</u>
<u>Bevington, N E</u>	<u>Supervisor of Speed &amp; Reliability</u>	<u>12/6/82</u>
<u>Bell, Stephen J</u>	<u>Supervisor of Systems &amp; Support</u>	<u>10/6/08</u>
<u>Overgaard, Daniel A</u>	<u>Supervisor of Systems</u>	<u>11/1/00</u>

**[Redline of new CBA against previous CBA]**

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	<u>Management &amp; Analysis</u>	
<u>Wamsley, Jeffrey T</u>	<u>Supervisor of Transit Control Center</u>	<u>3/23/09</u>
<u>Policar, Steven S</u>	<u>Supervisor of Transit Fleet Procurement</u>	<u>1/10/09</u>
<u>Slebodnick, Sharon A</u>	<u>Supervisor of Transit Route Facilities</u>	<u>11/28/05</u>
<u>Lemeshko, Michael P</u>	<u>Supervisor of Transit Safety</u>	<u>2/19/07</u>
<u>Hull, David</u>	<u>Supervisor of Transit Service Planning</u>	<u>12/5/05</u>
<u>Conyne, Scott C</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>8/10/81</u>
<u>Eeds, Michael E</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>7/15/96</u>
<u>Jensen, Mary</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>3/1/98</u>
<u>Pigeon, Dennis G</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>4/29/98</u>
<u>Nornang, Chunila</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>10/4/99</u>
<u>Kourdahi, Elie L</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>6/22/02</u>
<u>Kilborn, Heather M</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>2/14/04</u>
<u>Sattler, Jeffrey S</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>12/1/06</u>
<u>Lillquist, Bruce A</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>3/10/07</u>
<u>Ward, Larry D</u>	<u>Supervisor of Vehicle Maintenance</u>	<u>5/23/07</u>

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