



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19618

Proposed No. 2023-0196.1

Sponsors Upthegrove

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and the Professional and Technical Employees,
4 Local 17 representing Transit Superintendent employees in
5 the King County Metro Transit Department; and
6 establishing the effective date of the agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and the Professional and Technical Employees, Local 17 representing
10 Transit Superintendent employees in the King County Metro Transit Department, which
11 is Attachment A to this ordinance, is hereby approved and adopted by this reference
12 made a part hereof.


Ordinance 19618

- 13 SECTION 2. Terms and conditions of the agreement shall be effective from
14 January 1, 2021, through and including December 31, 2024.


Ordinance 19618 was introduced on 5/16/2023 and passed by the Metropolitan King County Council on 5/23/2023, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry,
McDermott, Upthegrove, von Reichbauer and Zahilay


KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 6/1/2023, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Agreement Between King County And Professional and Technical Employees, Local 17

Coalition Labor Agreement (CLA) - Appendix for [044]
Agreement Between King County
And
Professional and Technical Employees, Local 17
Transit Superintendents - Metro Transit Department

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1 **Preamble**

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

6 **Purpose**

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

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

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

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

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

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

21 **Section 1.1. Union Recognition**

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

27 **Section 1.2. Seniority List**

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

1 bargaining unit by March 1st of each year, September 1st of each year, and following a proposed
2 reduction of force. Such list will indicate the Employee's name, division, section and/or unit,
3 employment status, job classification, date of hire and date of hire into their current classification.
4 The seniority list will be certified by the Union provided all pertinent and accurate information was
5 provided.

6 **Section 1.3. Shop Stewards**

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

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

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

24 **Section 1.5. Retired Employees**

25 The County and the Union recognize the benefit of rehiring retired Employees on a temporary
26 basis into classifications in which they were previously employed consistent with Washington State
27 Department of Retirement Services restrictions on retirees returning to work.

28 **Section 1.6. Non-Discrimination**

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

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

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

5 **Section 2.1.**

6 The Preamble in its entirety.

7 **Section 2.2.**

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

10 **Section 2.3.**

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

- 12 • Article 32 “Safety Gear and Equipment Allowance”
- 13 • Article 33 “After Hours Support”
- 14 • Article 36 “Training”

15 **Section 2.4.**

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

- 18 • Use of County Bulletin Boards and Electronic Devices: Pursuant to CLA, Article 23.
- 19 • Discipline: Pursuant to CLA, Article 27.
- 20 • Dispute Resolution Procedures: Pursuant to CLA, Article 26 and Appendix Article 6.
- 21 • Holidays: Pursuant to CLA, Article 10 and Appendix Article 7.
- 22 • Vacation Leave: Pursuant to CLA, Articles 9 and 33.
- 23 • Sick Leave: Pursuant to CLA, Articles 11 and 32.
- 24 • Bereavement Leave: Pursuant to CLA, Article 8.
- 25 • Transportation Benefits: Pursuant to CLA, Article 38 and Appendix Article 10.
- 26 • Medical, Dental and Life Insurance: Pursuant to CLA, Article 25.
- 27 • Contracting Out: Pursuant to CLA, Article 16.
- 28 • Savings Clause: Pursuant to CLA, Article 30 and Appendix Article 18

- 1 • Working Out of Class: CLA, Article 35.
- 2 • Union Membership: Pursuant to CLA, Article 39.
- 3 • Equal Employment Opportunity: Pursuant to CLA, Article 43.
- 4 • Duration: Pursuant to CLA, Article 45.

5 **ARTICLE 3: EMPLOYEE RIGHTS**

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

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

11 **Section 3.2. Union Representation**

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

14 **ARTICLE 4: PERFORMANCE APPRAISALS**

15 Each Employee will receive an annual performance appraisal.

16 **ARTICLE 5: PROBATION**

17 **Section 5.1. Length of Probation**

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

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

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

Section 5.2. Dispute resolution

A. Performance

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

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

B. Discipline

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

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

ARTICLE 6: ALTERNATIVE DISPUTE RESOLUTION AND UNFAIR LABOR

PRACTICE CHARGES

Section 6.1. Non-Contractual Dispute Resolution and Mediation

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

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

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

3 C. If the dispute remains unresolved, the Union may, within 20 days of the
4 Employee's receipt of the written summary, request mediation. The request for mediation will be
5 made, in writing, to Transit Employee & Labor Relations. Mediation will be staffed by the King
6 County ADR Program and will be concluded within 30 days of the request for mediation.

7 **Section 6.2. Unfair Labor Practices**

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

15 **ARTICLE 7: HOLIDAYS**

16 **Section 7.1. Work on a Holiday**

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

19 **Section 7.2. Holiday Accrual Bank**

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

23 **Section 7.3. Holiday Cash-out**

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

26 **ARTICLE 8: OTHER LEAVE BENEFITS**

27 **Section 8.1. Bereavement Leave Travel**

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

Section 8.2. Executive Leave

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

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

Section 8.3. Other Leaves

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

ARTICLE 9: WAGE PROGRESSION

Section 9.1. Wage Rates

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

Section 9.2. Wage Progression

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

B. The appointing authority may place a newly hired Employee at Step 2 upon hire, or a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines. Pay placement for employees being promoted, transferred, or demoted shall be determined by Article 9.3, 9.4, and 9.5 below.

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

2 1) Employees shall receive a step increase upon successful completion of
3 probation.

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

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

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

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

17 3) An Employee's performance rating and a decision to grant a merit increase
18 for a rating of 4.34 or higher is not subject to the grievance and arbitration provisions of CLA Article
19 26.

20 E. King County shall not make any post-hire adjustments to Transit Superintendents'
21 salary steps based on subsequent collective bargaining settlements or retroactive pay associated with
22 other unions.

23 **Section 9.3. Special Duty Assignments – Salary Credit**

24 An Employee who is acting in a Special Duty Assignment and then receives a regular
25 appointment to the same position will have the acting time credited for purposes of salary step
26 placement and future salary step increases consistent with superseding language in CLA Article 15,
27 which states: (1) An employee on special duty will continue to advance through the wage steps of
28 their base pay range while on special duty. If the employee is at their top step in the base

1 classification, the employee will advance to the next step of the special duty classification, and (2) If
2 an Employee who served in the Special Duty Assignment is hired into the position, step placement on
3 promotion into a special duty classified position shall be the first step of the position that does not
4 result in a loss of pay the employee was paid when working the special duty position.

5 **Section 9.4. Pay upon Promotion**

6 An employee who is promoted shall be placed at Step 2 or the nearest step in the new salary
7 range which provides at least a 5% increase above the employee's previous rate of pay in effect at the
8 time of the personnel action. The appointing authority may place the promoted Employee at a higher
9 step when the appointing authority determines this action is warranted based on the criteria set forth
10 in the King County Personnel Guidelines and KCC 3.15.130, as amended. If the employee is
11 receiving above-Step-10 merit pay, such pay shall be considered when determining the step in the
12 new salary range. The employee will receive Merit Pay at the start of the new calendar year if they
13 earned Merit Pay for the following year before their promotion. This section is not applicable to a
14 promotion that is a result of a reclassification.

15 **Section 9.5. Pay upon Transfer**

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

23 **Section 9.6. Pay upon Demotion**

24 Employees who accept a voluntary demotion shall be placed at the highest step in the new pay
25 range that does not exceed the pay rate that the employee received before the demotion. If the
26 employee is receiving above-Step-10 merit pay, such pay may be considered when determining the
27 new pay and the new pay may not exceed 5% above Step 10. Pay placement for involuntary
28 demotions or for employees serving a probationary period who are demoted to a classification the

1 employee formerly occupied shall be consistent with rules set forth in the King County Personnel
2 Guidelines. The employee will receive Merit Pay at the start of the new calendar year if they earned
3 Merit Pay for the following year before their demotion.

4 **ARTICLE 10: SPECIAL BENEFITS**

5 **Section 10.1. Clothing Allowance**

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

9 B. If an Employee can document that they have purchased safety shoes in the past
10 twelve months and if those safety shoes have been stolen, damaged, or worn out, King County will
11 reimburse the Employee for up to \$220 for the cost of replacement shoes.

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

14 **Section 10.2. Transit Passes**

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

17 **Section 10.3. Accidental Death Benefit - Criminal Assault**

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

20 **ARTICLE 11: WORK ASSIGNMENTS**

21 **Section 11.1. Alternative Work Schedules**

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

28 B. If either the County or the Employee decides to cancel the Employee's alternative

1 work schedule, written notice must be provided to the other party at least 10 working days prior to the
2 effective date of the cancellation, except where a written agreement provides other requirements.

3 **Section 11.2. On-Call Rotation**

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

9 **Section 11.3. Temporary Assignments**

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

15 **ARTICLE 12: LAYOFF AND RECALL**

16 **Section 12.1. Layoff Process**

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

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

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

26 **Section 12.2. Notice**

27 When the elimination of a position will result in an Employee being laid off, the County will
28 provide written notice to the Union and the affected Employee at least 90 calendar days prior to the

1 effective date of the layoff.

2 **Section 12.3. Recall**

3 A. An Employee who is laid off will have general recall rights to other vacant County
4 positions, in accordance with the King County Personnel Guidelines, for a period of two years
5 following the Employee’s layoff. In addition, the Employee will retain specific recall rights to the
6 position from which they were laid off for an additional one year period following the end of the two
7 year general recall period. During the three year specific recall period, the Employee will retain
8 specific recall rights to the position from which they were laid off regardless of whether the
9 Employee has accepted a different position within the County.

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

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

18 D. An Employee who is recalled from layoff will have all unpaid sick leave balances
19 restored.

20 E. It is the Employee’s responsibility to maintain their current contact
21 information with the County.

21 **Section 12.4. Outplacement Services**

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

26 **Section 12.5. Layoff Seniority**

27 A. As of November 1, 2009, an employee who comes into this bargaining unit will
28 have their seniority date established as the date they become a member of this bargaining unit. If two

(2) Employees were hired on the same date, the Employee who has been employed by King County or its predecessor organizations, including Metro, Metropolitan Transit, and Seattle Transit, for the longest continuous period of time shall have higher seniority.

B. Seniority dates for current employees shall be determined by the parties periodically and memorialized in a side letter.

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

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

Section 12.6. Layoff Groups

Layoff Groups are defined as follows:

| Position Title |
|--|
| Transit Supervisor - Accessible Services |
| Transit Superintendent - Base Operations |
| Transit Supervisor – Capital Planning Facilities |
| Transit Supervisor - Commute Trip Reduction |
| Transit Supervisor - Customer Services |
| Transit Superintendent - Facilities Maintenance |
| Transit Superintendent - Fleet Engineering |
| Transit Superintendent - Operations Training |
| Transit Superintendent - Power |
| Transit Supervisor - Rideshare Operations |
| Transit Superintendent - Operations Control Center |
| Transit Supervisor - Marketing & Service Information |
| Transit Superintendent - Planning & Technical Support |
| Transit Superintendent - Service Quality |
| Transit Superintendent - Service Quality (Systems Impacts working title) |

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| Position Title |
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| Transit Supervisor – Systems Operations |
| Transit Supervisor – Service Development |
| Transit Supervisor – Systems Development |
| Transit Superintendent - Vehicle Procurement |
| Transit Superintendent – Bus Safety |
| Transit Superintendent – Rail Safety |
| Transit Superintendent – Transit Security |
| Transit Superintendent - Vehicle Maintenance |
| Transit Superintendent - Rail Control Center |
| Transit Superintendent - Rail Operations |
| Transit Superintendent – Rail Facilities Maintenance |
| Transit Superintendent - Rail Vehicle Maintenance |
| Transit Superintendent - Rail Power |
| Transit Superintendent - Rail Track, Structures, and Signal Communication |
| Transit Superintendent – Rail Training |
| Transit Superintendent - Streetcar |
| Transit Superintendent – Supply Chain Management |

ARTICLE 13: TRAINING

Section 13.1. Training Opportunities

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

Section 13.2. Reimbursement for Training Expenses

An Employee enrolled in a degree program that the County determines to be job-related may be eligible to receive reimbursement from the County for up to 50% of this program. An Employee who takes individual classes or courses which management determines to be job-related may be eligible to receive reimbursement from the County for up to 100% of class fees or course fees. The decision to provide any reimbursement or initial course approval is solely based upon the County’s

1 discretion and is subject to financial constraints.

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

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

5 **ARTICLE 15: RIGHTS OF MANAGEMENT**

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

11 **ARTICLE 16: LABOR MANAGEMENT RELATIONS COMMITTEE**

12 **Section 16.1. Labor Management Relations Committee**

13 The Union and County agree to establish a Labor-Management Relations Committee (LMC).
14 Such committee will meet for the purpose of discussing issues or problems which may arise in
15 contract or policy administration. Meetings will be scheduled as needed, but at least annually. The
16 Union Business Representative and the County will co-chair the meeting and determine the
17 appropriate participants, based on the issues to be discussed. Grievances, unfair labor practices, law
18 suits and disciplinary matters are not subjects for discussion for the LMC. The County and the Union
19 also understand that the LMC is not a substitute for bargaining and has no authority to amend the
20 contract.

21 **Section 16.2. Safe Staffing Labor-Management Relations Committee**

22 King County and the Union form a standing labor-management relations committee
23 specifically for the purpose of addressing safe staffing concerns. This committee is tasked with
24 developing a charter and scheduling regular meetings on topics such as staffing levels, on-call work,
25 rest between shifts, and safety. The committee will investigate and address issues relating to the time
26 spent by Superintendents outside of regular work hours. Meetings will be scheduled as needed, but at
27 least annually. The Committee will meet at least quarterly, and more often if agreed to by the parties.
28 If the committee develops any mutually agreed upon recommendations to address staffing, King

1 County and the Union shall convene a meeting to review the recommendations.

2 **ARTICLE 17: WORK CONTINUATION**

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

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ARTICLE 18: WAIVER AND MODIFICATIONS

Section 18.1. 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 18.2. 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.

For the County:

DocuSigned by:


FFR7CAF1C6R24R0

5/1/2023

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

Date

For Professional and Technical Employees, Local 17:

DocuSigned by:

0F565C6A80624BE...

5/1/2023

Alex Il
Union Representative

Date

DocuSigned by:

FC7C1500FF1C4F6

5/1/2023

Karen Estevenin
Executive Director

Date

1 cba Code: 044

Addendum A

Union Code: C5

2 WAGES

| 3 Job Class Code | 4 PeopleSoft Job Code | 5 Classification Title | 6 Pay Range | |
|------------------|-----------------------|---|-------------|--|
| 8711100 | 871730 | Transit Supervisor – Capital Planning Facilities | 73 | |
| 8712000 | 873101 | Transit Superintendent - Base Operations | 73 | |
| 8712010 | 873110 | Transit Superintendent - Control Center | 73 | |
| 8712020 | 873180 | Transit Superintendent - Facilities Maintenance | 73 | |
| 8712030 | 873190 | Transit Superintendent - Fleet Engineering | 73 | |
| 8712040 | 873120 | Transit Superintendent - Operations Training | 73 | |
| 8712050 | 873130 | Transit Superintendent - Planning and Technical Support | 73 | |
| 8712060 | 873140 | Transit Superintendent - Power | 73 + 11% | |
| 8712090 | 873150 | Transit Superintendent - Vehicle Procurement | 73 | |
| 8712200 | 873310 | Transit Superintendent - Rail Operations | 73 | |
| 8712210 | 873320 | Transit Superintendent - Rail Vehicle Maintenance | 73 | |
| 8712240 | 873350 | Transit Superintendent - Rail Facilities Maintenance | 73 | |
| 8712220 | 873330 | Transit Superintendent - Rail Power | 73 + 11% | |
| 8712270 | 873380 | Transit Superintendent – Rail Track, Structures, and Signal Communication | 73 | |
| 8712250 | 873360 | Transit Superintendent – Rail Training | 73 | |
| 8712230 | 873340 | Transit Superintendent - Streetcar | 73 | |
| 8712070 | 873160 | Transit Superintendent - Service Quality (System Impacts) | 73 | |
| 8712080 | 873170 | Transit Superintendent - Vehicle Maintenance | 73 | |
| 8711000 | 871520 | Transit Supervisor - Accessible Services | 73 | |
| 8711010 | 871530 | Transit Supervisor - Commute Trip Reduction | 73 | |
| 8711020 | 871540 | Transit Supervisor - Customer Services | 73 | |
| 8711030 | 871550 | Transit Supervisor - Marketing and Service Information | 73 | |
| 8711040 | 871560 | Transit Supervisor - Rideshare Operations | 73 | |
| | | | | |
| 8712260 | 873370 | Transit Superintendent – Safety & Security | 73 | |
| 8711060 | 871580 | Transit Supervisor - Service Development | 73 | |
| 8712280 | 883380 | Transit Superintendent – Supply Chain Management | 73 | |
| 8711090 | 871720 | Transit Supervisor - Systems Operations | 75 | |
| 8711080 | 871710 | Transit Supervisor - Systems Development | 75 | |

Exhibit A
Memorandum of Agreement

By and Between
King County
and

Professional and Technical Employees, Local 17 – Transit Superintendents –
Metro Transit Department [044]


Subject: Coalition Labor Agreement (CLA) Adoption

Agreement: The parties hereby agree to the following terms:

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

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

For Professional and Technical Employees, Local 17:

DocuSigned by:

0F565C6A80624BE...

5/1/2023

Alex II, Union Representative

Date

For Professional and Technical Employees, Local 17:

DocuSigned by:


EC7C1500EF1C4E6...

5/1/2023

Karen Estevenin, Executive Director

Date

For King County:

DocuSigned by:

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5/1/2023

Angela Marshall, Deputy Director

Date

Office of Labor Relations, King County Executive Office

Exhibit B

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

1. The County will apply the 2021, 2022, and 2023 General Wage Increase **prospectively** on the 1st day of the 1st pay period following the Ordinance Effective Date adopting this Agreement.

(Ordinance Effective Date is 10 days following the date the King County Executive executes/signs the Ordinance following King County Council ratification. Also known as “law date”.)

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

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

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

RATIFICATION INCENTIVE PAYMENT:

A. To be eligible for the Ratification Incentive Payment, an employee must be an “Active Bargaining Unit Employee” on April 27, 2023, which was the date of successful Union ratification of the Coalition Labor Agreement and the 044 Appendix; except as described in Section E below, for Active Bargaining Unit Employees that leave their position after April 27, 2023, but before the date of KCC ratification. (**Active Bargaining Unit Employee** means employed in a base position under the 044 Appendix as of April 27, 2023, which was the Union ratification date of this Appendix and the CLA)

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

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

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

1 D. If an employee is no longer in a 044 Appendix represented bargaining unit position
2 (excluding special duty assignments) on April 27, 2023, the employee will be ineligible for the
3 Ratification Incentive Payment.

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

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

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

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

20 **RETIREE LUMP SUM PAYMENT**

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

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

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

Certificate Of Completion

| | |
|---|----------------------------|
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| Subject: Complete with DocuSign: Ordinance 19618.docx, Ordinance 19618 Attachment A.pdf | |
| Source Envelope: | |
| Document Pages: 2 | Signatures: 3 |
| Supplemental Document Pages: 23 | Initials: 0 |
| Certificate Pages: 5 | Envelope Originator: |
| AutoNav: Enabled | Cherie Camp |
| Enveloped Stamping: Enabled | 401 5TH AVE |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | SEATTLE, WA 98104 |
| | Cherie.Camp@kingcounty.gov |
| | IP Address: 198.49.222.20 |

Record Tracking

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| 5/24/2023 2:21:57 PM | Cherie.Camp@kingcounty.gov | |
| Security Appliance Status: Connected | Pool: FedRamp | |
| Storage Appliance Status: Connected | Pool: King County-Council | Location: DocuSign |

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

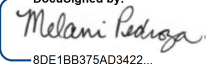
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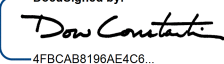
Melani Pedroza
melani.pedroza@kingcounty.gov
Clerk of the Council
King County Council
Security Level: Email, Account Authentication (None)

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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

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| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |

| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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|--|---|---|
| Kaitlyn Wiggins kwwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | <div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div> | Sent: 5/25/2023 9:10:43 AM Viewed: 5/25/2023 10:03:08 AM |
|--|---|---|

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
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| Completed | Security Checked | 6/1/2023 5:09:27 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cipriano.dacanay@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.