

**AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
TRANSIT ADMINISTRATIVE SUPPORT
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COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-
2016

1 **ARTICLE 1: PURPOSE**

2 These articles constitute an Agreement, the terms of which have been negotiated in good faith
3 by representatives of King County and Professional and Technical Employees, Local 17. The intent
4 and purpose of this Agreement is to promote the continued improvement of the relationship between
5 King County (hereinafter called the County) and the employees represented by Professional and
6 Technical Employees, Local 17 (hereinafter called the Union) by providing a uniform basis for
7 implementing the right of public employees to join organizations of their own choosing and to be
8 represented by such organizations in matters concerning their employment relations with the County,
9 and to set forth the wages, hours and other working conditions of the bargaining unit employees,
10 provided the County has authority to act on such matters.

11 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

12 **Section 1.** The County recognizes the Union as the exclusive collective bargaining
13 representative of all full-time and part-time regular employees whose job classifications are listed in
14 the attached Addendum A and made a part hereof by this reference.

15 **Section 2.** It shall be a condition of employment that all employees covered by this
16 agreement who are members of the Union in good standing on the effective date of this agreement
17 shall remain members in good standing and those who are not members on the effective date of this
18 agreement shall, on the thirtieth day following the effective date of this agreement, become and
19 remain members in good standing in the Union, or pay fees to the Union to the extent permitted by
20 law. It shall also be a condition of employment that all employees covered by this agreement and
21 hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth day
22 following the beginning of such employment, become and remain members in good standing in the
23 Union, or pay fees to the Union to the extent permitted by law.

24 Provided, however, that nothing contained in this section shall require an employee to join
25 said Union who can substantiate in accordance with case law bona fide religious tenets or teachings
26 that prohibit the payment of dues or initiation fees to Union organizations. Such employee shall pay
27 an amount of money equivalent to regular union dues and initiation fee; said amounts shall be paid to
28 a non-religious charity or to another charitable organization mutually agreed upon by the employee

1 affected and the bargaining representative to which such public employee would otherwise pay the
2 dues and initiation fee. The employee shall furnish proof to the Union each month that such payment
3 has been made.

4 **Section 3.** The County shall not contract out work which the members of the Union have
5 historically performed unless it is required by law or is a business necessity due to an emergency
6 situation or to augment the work-force on a temporary, short-term basis of six months or less. Except
7 for emergency situations, the County shall provide notice to the union of its intent to contract out and,
8 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under
9 no circumstances shall the County agree to any long-term or permanent contracting out of bargaining
10 unit work. Nothing in this provision shall limit what the County has historically contracted out, and
11 no jobs will be eliminated due to contracting out.

12 **Section 4.** Upon receipt of written authorization individually signed by a bargaining unit
13 employee, the County shall have deducted from the pay of such employee the amount of dues and
14 initiation fee, as certified by the Secretary-Treasurer of the Union, and shall transmit the same to the
15 Secretary-Treasurer of the Union.

16 The Union will indemnify, defend and hold the County harmless against any claims made and
17 against any suit instituted against the County on account of any check-off of dues for the Union. The
18 Union agrees to refund to the County any amounts paid to it in error on account of the check-off
19 provision upon presentation of proper evidence thereof.

20 **Section 5.** The County will require all new employees hired, transferred, or promoted into a
21 position included in the bargaining unit to complete a form to inform the Union of their hire. One
22 copy of the form will be retained by County payroll, one copy of the form will be given to the
23 employee and the original will be sent to the Union. The County will notify the Union of any
24 employee leaving the bargaining unit.

25 **Section 6.** The County will transmit to the Union a current listing of all employees in the
26 bargaining unit within thirty (30) days of the Union's request for such a list, not to exceed twice per
27 calendar year. For all employees performing bargaining unit work, the list shall include the name of
28 the employee, classification, home address, department and salary.

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

7 **ARTICLE 3: RIGHTS OF MANAGEMENT**

8 **Section 1. Rights of Management:** The management of the County and the direction of the
9 work force is vested exclusively in King County. Except as may be limited by the express written
10 terms of this Agreement, all matters, including but not limited to, the right to hire, appoint, promote,
11 discharge for just cause, improve efficiency, train, assign and direct the work force, develop and
12 modify classification specifications, allocate positions to classifications, determine work schedules,
13 determine location of facilities, and determine methods. Processes and means for providing services
14 shall remain the exclusive right of the County for the duration of this Agreement.

1 **ARTICLE 4: VACATION LEAVE**

2 Employees eligible for leave benefits shall accrue vacation leave benefits as described in and
3 further qualified by this section.

4 ***Section 1.***

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Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
000 thru 060	0.0462 X Basis Hours	12
061 thru 096	0.0577 X Basis Hours	15
097 thru 120	0.0616 X Basis Hours	16
121 thru 192	0.0770 X Basis Hours	20
193 thru 204	0.0808 X Basis Hours	21
205 thru 216	0.0847 X Basis Hours	22
217 thru 228	0.0885 X Basis Hours	23
229 thru 240	0.0924 X Basis Hours	24
241 thru 252	0.0962 X Basis Hours	25
253 thru 264	0.1001 X Basis Hours	26
265 thru 276	0.1039 X Basis Hours	27
277 thru 288	0.1078 X Basis Hours	28
289 thru 300	0.1116 X Basis Hours	29
301 thru 9999999	0.1154 X Basis Hours	30

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20 ***Section 2.*** Vacation accrual rates for an employee who works other than the full time
21 schedule shall be prorated to reflect his or her normally scheduled work week.

22 ***Section 3.*** Employees eligible for vacation leave shall accrue vacation leave from their date
23 of hire into a benefit eligible position.

24 ***Section 4.*** Employees eligible for vacation leave may accrue up to sixty days (480 hours)
25 vacation leave. Employees must use vacation leave in excess of the maximum accrual amount on or
26 before the last day of the pay period that includes December 31 of each year. Failure to use vacation
27 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
28 maximum amount unless the reason for the carryover of such vacation leave is because of cyclical

1 workloads, work assignments or other reasons as may be in the best interests of the County.

2 **Section 5.** Employees shall not be eligible to take or be paid for vacation leave until they
3 have successfully completed their first six months of County employment, and if they leave County
4 employment prior to successfully completing their first six months of county service, shall forfeit and
5 not be paid for accrued vacation leave. The terms of this provision do not apply to employees taking
6 accrued leave for a qualifying event under the Washington Family Care Act.

7 **Section 6.** Employees eligible for leave benefits shall be paid for accrued vacation leave to
8 their date of separation up to the maximum accrual amount if they have successfully completed their
9 first six months of county service and were not discharged for theft or misappropriation of funds.

10 **Section 7.** Employees shall not use or be paid for vacation leave until it has accrued and such
11 use or payment is consistent with the provisions of this section.

12 **Section 8.** No employee shall work for compensation for the County in any capacity during
13 the time that the employee is on vacation leave.

14 **Section 9.** Vacation leave may be used in one-half hour increments, at the discretion of the
15 employee's immediate supervisor.

16 **Section 10.** In cases of separation from county employment by death of an employee with
17 accrued vacation leave and who has successfully completed his or her first six months of County
18 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the
19 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

20 **Section 11.** If an employee resigns from a full-time regular or part-time regular position with
21 the County and has provided two weeks' written notice unless waived by the employee's supervisor,
22 or is laid off and subsequently returns to County employment within two years from such resignation
23 or layoff, as applicable, the employee's prior County service shall be counted in determining the
24 vacation leave accrual rate under Section 1.

25 **Section 12.** If King County determines that vacation cashout is a benefit that can become
26 available to represented employees; the parties shall reopen negotiations for the purpose of
27 negotiating a basis and terms for providing cashout benefit to members of this bargaining unit.
28

1 **ARTICLE 5: OTHER LEAVES**

2 **Section 1. Bereavement Leave:** Employees eligible for leave benefits shall be entitled to
3 three working days of bereavement leave per incident due to the death of members of their immediate
4 family. Immediate family members are defined as spouse, child, parent, son-in-law, daughter-in-law,
5 grandparent, grandchild, sibling, domestic partner and the child, parent, sibling, grandparent or
6 grandchild of the spouse of the employee's spouse or domestic partner; or a person to whom the
7 employee stood/stands in loco parentis or is/was in loco parentis to the employee.

8 Employees who have exhausted their bereavement leave shall be entitled to use sick leave in
9 the amount of three days for each instance of death when death occurs to a member of the employee's
10 immediate family.

11 In cases of family death where no sick leave benefit is authorized or exists, an employee may
12 be granted leave without pay.

13 In the application of any of the foregoing provisions, holidays or regular days off falling
14 within the prescribed period of absence shall not be charged to bereavement leave.

15 **Section 2. Organ Donors:** The manager/designee shall allow all employees eligible for paid
16 leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such
17 as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five
18 (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

19 A. The employee gives the manager/designee reasonable advance notice of the need
20 to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where
21 there is reasonable expectation that the employee's failure to donate may result in serious illness,
22 injury, pain or the eventual death of the identified recipient.

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

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

1 **Section 3. Jury Duty:** Employees eligible for paid leave benefits who are ordered on a jury
2 shall be entitled to their regular County pay; provided, that fees for such jury duty are deposited,
3 exclusive of mileage, with the Finance and Business Operations Division of the Department of
4 Executive Services. Employees shall report back to their supervisor on their next scheduled workday
5 when dismissed from jury service.

6 **Section 4. School Volunteer:** Employees eligible for paid leave benefits shall be allowed the
7 use of up to three (3) days of sick leave each year to allow employees to perform volunteer services at
8 the school attended by the employee's child or a grandchild if the employee is the legal guardian,
9 provided, an employee requesting to use sick leave for this purpose will submit such a request
10 specifying the name of the school and the nature of the volunteer services to be performed.

11 **Section 5. Military Leave:** A leave of absence for active military duty or active military
12 training duty will be granted to eligible employees in accordance with applicable provisions of state
13 and/or federal law, and County policy provided that a request for such leave shall be submitted to the
14 manager/designee in writing by the employee and accompanied by a validated copy of military orders
15 ordering such active duty or active training duty.

16 **Section 6. Inclement Weather:**

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

18 1. If a facility is closed by order of the County Executive due to inclement
19 weather, employees scheduled to work will be paid their normal salary or hourly wage until such time
20 as the facility is reopened, alternative worksites are arranged, or a reduction in force is implemented.
21 Employees who previously requested and have been approved for time off (e.g., vacation, sick leave,
22 compensatory time off, or leaves of absence) will have hours deducted from their accruals as
23 approved.

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

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

1 operations in his or her agency during the work day or orders employees to leave the premises
2 because of safety concerns, employees scheduled to work will be paid for the normally scheduled
3 work day.

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

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

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

9 1. The employee will notify his or her supervisor of the absence as soon as
10 possible.

11 2. The employee may request, and the supervisor may approve, the use of
12 compensatory time, vacation time, or leave without pay to cover the absence. Sick leave may not be
13 used in such instances except where appropriate under sick leave provisions of the King County
14 Code, Personnel Guidelines and this collective bargaining agreement.

15 *Section 7:* If federal or state law grants new or additional leave to employees the applicable
16 law will apply.

17 **ARTICLE 6: SICK LEAVE AND TIME OFF FOR MEDICAL AND FAMILY REASONS**

18 Employees covered by this Labor Agreement shall be eligible for sick leave, medical and
19 family leave benefits as provided by King County Code 3.12.220 as amended. It is the intent of the
20 parties to provide all employees the rights guaranteed by applicable federal, state, and local leave
21 laws, as well as additional benefits that have been specifically negotiated by the parties.

22 *Section 1.* Employees eligible for leave benefits shall accrue sick leave benefits at
23 the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight
24 hours per month. The employee is not entitled to sick leave if the sick leave has not been previously
25 earned. Employees shall accrue sick leave from their date of hire in a leave eligible position.

26 *Section 2.* During the first six months of service, employees eligible to accrue vacation leave
27 may, at their immediate supervisor's discretion and in accordance with applicable law, use any
28 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six

1 months, any vacation leave used for sick leave must be reimbursed to the County upon termination.

2 **Section 3.** Sick leave may be used in one-half hour increments, at the discretion of the
3 employee's immediate supervisor.

4 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
5 employee.

6 **Section 5.** Separation from or termination of County employment except by reason of
7 retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary
8 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or
9 termination. Should the employee resign with at least two weeks' written notice except as waived by
10 the employee's supervisor or be separated for non-disciplinary medical reason or be laid off, and
11 return to County employment within two years, accrued sick leave shall be restored, but the
12 restoration shall not apply where the former employment was in a term-limited temporary position.

13 **Section 6.** Employees eligible to accrue sick leave and who have successfully completed at
14 least five years of County service and who retire as a result of length of service or who terminate by
15 reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable,
16 an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the
17 employee's rate of pay in effect upon the date of leaving County employment less mandatory
18 withholdings. This sick-leave cash-out is subject to any determination by bargaining unit members to
19 have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon
20 retirement as a result of length of service, as set forth in the King County Code. Such determination
21 is applicable to all members of the bargaining unit.

22 **Section 7.** An employee must use all of his or her accrued sick leave and any donated sick
23 leave before taking unpaid leave for his or her own health reasons. If the injury or illness is
24 compensable under the County's workers compensation program, then the employee has the option to
25 augment or not augment time loss payments with the use of accrued sick leave. For a leave for
26 family reasons, the employee shall choose at the start of the leave whether the particular leave will be
27 paid or unpaid. When an employee chooses to take paid leave for family reasons, he or she may set
28 aside a reserve of up to eighty hours of accrued sick leave. An employee may choose to use sick

1 leave or other paid time off for the following reasons:

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

5 B. The employee's incapacitating injury, but:

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

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

13 3. an employee may not collect workers' compensation time loss payments for
14 physical incapacity due to any injury or occupational illness which is directly traceable to
15 employment other than with the County;

16 C. The employee's exposure to contagious diseases and resulting quarantine;

17 D. A female employee's temporary disability caused by or contributed to by
18 pregnancy and childbirth;

19 E. The employee's medical or dental appointments, provided that the employee's
20 immediate supervisor has approved the use of sick leave for such appointments;

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

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

24 1. the family member is (1) the employee's spouse or domestic partner; (2) a
25 child of the employee's spouse or domestic partner; (3) the parent of the employee, employee's
26 spouse or domestic partner; (4) an individual who stands or stood in loco parentis to the employee,
27 the employee's spouse or domestic partner; or (5) a grandparent of the employee; and

28 2. the reason for the leave is one of the following:

1 (a) the birth of a son or daughter and care of the newborn child, or
2 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
3 within twelve months of the birth, adoption or placement;

4 (b) the care of the child of the employee's spouse or domestic partner
5 whose illness or health condition requires treatment or supervision by the employee; or

6 (c) the care of a family member because he/she has a serious health
7 condition or an emergency condition.

8 **Section 8.** An employee may take a total of up to eighteen work weeks unpaid leave for his
9 or her own serious health condition, and for family reasons, combined within a twelve-month period.
10 The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in
11 whole or partial days as needed. Intermittent leave is subject to the following conditions:

12 A. When leave is taken after the birth or placement of a child for adoption or foster
13 care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by
14 the employee's immediate supervisor;

15 B. An employee may take leave intermittently or on a reduced schedule when
16 medically necessary due to a serious health condition of the employee or a family member of the
17 employee; and

18 C. If an employee requests intermittent leave or leave on a reduced leave schedule
19 under K.C.C. 3.12.220.I.2 that is foreseeable based on planned medical treatment, the immediate
20 supervisor may require the employee to transfer temporarily to an available alternative position for
21 which the employee is qualified and that has equivalent pay and benefits and that better
22 accommodates recurring periods of leave than the regular position of the employee.

23 **Section 9.** Use of donated leave shall run concurrently with the eighteen work week family
24 medical leave entitlement.

25 **Section 10.** The County shall continue its contribution toward health care benefits during any
26 unpaid leave taken under this Article.

27 **Section 11.** Department management is responsible for the proper administration of the sick
28 leave benefit. Verification from a licensed health care provider may be required to substantiate the

1 health condition of the employee or family member for leave requests.

2 **Section 12.** An employee who returns from unpaid family or medical leave within the time
3 provided in this section is entitled, subject to bona fide layoff provisions, to:

4 A. the same position he or she held when the leave commenced; or a position with
5 equivalent status, benefits, pay and other terms and conditions of employment; and

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

7 **Section 13.** Failure to return to work by the expiration date of a leave of absence may be
8 cause for removal and result in termination of the employee from County employment.

9 **Section 14. Sick Child Benefit Program:** The County agrees to provide employees with a
10 mildly sick child childcare service for eligible dependent children. The service is provided at no cost
11 to employees as long as they are pre-registered in the program.

12 **ARTICLE 7: HOLIDAYS**

13 **Section 1.** The following days are hereby designated as official county holidays:

- 14 • January 1, New Year's Day;
- 15 • Third Monday in January, Martin Luther King, Jr. Birthday;
- 16 • Third Monday in February, President's Day;
- 17 • Last Monday in May, Memorial Day;
- 18 • July 4, Independence Day;
- 19 • First Monday in September, Labor Day;
- 20 • November 11, Veteran's Day;
- 21 • Thanksgiving Day and the day immediately following;
- 22 • December 25, Christmas Day;
- 23 • Special or limited holidays as declared by the president or governor, and as
24 approved by the council;
- 25 • Such other days in lieu of holidays as the council may determine;
- 26 • Employees eligible for leave benefits shall be granted two personal holidays to be
27 administered through the vacation plan; provided, that the hours granted to
28 employees working less than a full-time schedule shall be prorated to reflect their