



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 29, 2007

Ordinance 15679

Proposed No. 2007-0028.1

Sponsors Gossett and Phillips

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

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9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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


14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 September 1, 2005, through and including August 31, 2008.

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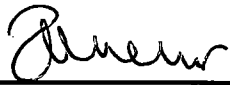
Ordinance 15679 was introduced on 1/16/2007 and passed by the Metropolitan King
County Council on 1/29/2007, by the following vote:

Yes: 9 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.
Dunn, Mr. Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

RECEIVED
2007 FEB -5 PM 4:05
CLERK
KING COUNTY COUNCIL

APPROVED this 2 day of February, 2007.


Ron Sims, County Executive

Attachments A. Agreement Between King County and International Federation of Professional and
 Technical Engineers--Local 17--Transit Chiefs

AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 17
TRANSIT CHIEFS
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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.

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 & PERFORMANCE IMPROVEMENT PLAN**

2 **Section 1. Performance Appraisals**

3 Each Employee will receive regular performance appraisals.

4 **Section 2. Performance Improvement Plan**

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

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

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

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

1 **D.** When an Employee is unable to satisfactorily perform the specific performance
2 objectives of his/her Performance Improvement Plan, the supervisor may extend the period of the
3 Performance Improvement Plan if the supervisor determines that the Employee may be able to make
4 the required improvements if given more time.

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

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.

1 **ARTICLE 6: DISCIPLINE**

2 A. An Employee may be disciplined for any of the reasons enumerated in the “Discipline”
3 section of the King County Personnel Guidelines. Discipline may include, but is not limited to,
4 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 respond
9 prior to the implementation of the discipline. The type and severity of disciplinary action will be
10 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

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 Section Manager/designee will meet with the Employee and the
7 Union in an attempt to resolve the Employee's grievance. The County must issue a written decision
8 to the Employee and the Union within 20 days of receipt of the Step Two request. This decision will
9 have the concurrence of the Director of the Human Resources Division of the Department of
10 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. Transit
19 Human Resources must receive such request within 20 days of receipt of the Step Two response or, if
20 no timely response was issued, within 20 days from the date the response was due. The process will
21 use a mutually acceptable mediator(s) and will conclude within 30 days of the agreement to pursue
22 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.

1 **Section 4. Holiday Accrual Bank**

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

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

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

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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 duration that
23 they are offered to this bargaining unit through the Joint Labor Management Insurance 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 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.** Employees assigned to a swing or graveyard shift or who have significant on-call
20 responsibilities will meet with their supervisor at the beginning of each year to discuss recognition for
21 their additional time commitments to work. These employees and supervisors will have a discussion
22 about the manner to recognize each employee's additional time commitments, and may include
23 whether each employee will generally flex his/her time to roughly account for additional time
24 commitments outside the normal work hours, complete regular shifts in addition to the extra time
25 commitments, and the amount of variation the additional commitments require to the employee's
26 normal schedule. Upon the completion of this discussion the employee will be granted up to an
27 additional five days of executive leave provided for in A. above annually. The grant of these
28 additional days of executive leave remains at the sole discretion of management. For employees

1 granted the additional five days of executive leave who continue to have extraordinary demands on
2 their off shift hours, flexibility with their work schedules may be granted by their immediate
3 supervisor.

4 C. Semi-annually, a joint collective bargaining agreement labor-management
5 committee will meet to review compliance with this and other collective bargaining provisions.

6 D. The yearly executive leave accrual will appear on the Employee's first paycheck in
7 January. Executive leave must be used in the payroll year granted and cannot be carried into the next
8 payroll year or cashed out. No executive leave will be paid in cash except in the event of an
9 Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

10 **Section 4. Other Leaves**

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

1 **ARTICLE 12: WAGES**

2 **Section 1. Wage Rates**

3 Effective September 1, 2005, 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. A Chief's initial placement onto a
9 step on the salary schedule shall not be less than that which the employee could earn as an acting
10 Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted
11 Employee at a higher step when the department director determines this action is warranted based on
12 the criteria set forth in the King County Personnel Guidelines.

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

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

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

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

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

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

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

1 for a rating of 4.34 or higher is not subject to the grievance and arbitration provisions of this
2 Agreement.

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

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

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. Off-shift Chiefs Payment**

15 A payment shall be made in the amount of three hundred fifty dollars (\$350) for each Chief
16 who worked at least six (6) months in an off-shift assignment in each period between September 1,
17 2005 to August 31, 2006; September 1, 2006 to August 31, 2007 and September 1, 2007 to
18 August 31, 2008.

