



**King County**

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

**Staff Report**

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Agenda item No:	<b>5</b>	Date:	<b>November 4, 2009</b>
Ordinance No:	<b>2009-0601</b>	Prepared by:	<b>Clifton Curry</b>

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**SUBJECT**

AN ORDINANCE approving and adopting the memorandum of agreement negotiated by and between King County and International Brotherhood of Teamsters Local 117 (Transit Design and Construction Supervisors - Interest Arbitration) representing employees in the department of transportation; and establishing the effective date of said agreement.

**SUMMARY**

This Proposed Ordinance will adopt a memorandum of understanding negotiated between the International Brotherhood of Teamsters Local 117 (Transit Design and Construction Supervisors - Interest Arbitration) Collective Bargaining Agreement and King county for the period of June 11, 2008, through December 31, 2011. This agreement implements changes in the bargaining agreement that were negotiated following an arbitrator's decision in another bargaining unit with overlapping job classifications. The memorandum covers three employees in the Department of Transportation.

**The Bargaining Unit at a Glance**

This bargaining unit includes the employees that perform supervisory-level work in the Design and Construction Section of the Metro Transit Division. This agreement only affects the Transit Engineer V classification in the bargaining unit. There are three employees in this job classification in this bargaining unit.

Both the Technical Employees Association (Transit Design and Construction Staff unit) and the International Brotherhood of Teamsters Local 117 (Transit Design and Construction Supervisors unit) represent employees in the personnel category of Transit Engineer V's and VI's. When the Teamsters' Supervisors bargaining unit settled its collective bargaining agreement with the county for the term of June 11, 2008, through December 31, 2011, bargaining was still underway with the Technical Employees Association.

The county agreed to reopen negotiations with the Teamsters when the Technical Employees Association bargaining concluded, in order to address any wage disparities. The Technical Employees Association bargaining concluded with an interest arbitration decision being issued which increased the wages of the Transit Engineer V classification. As a consequence of this decision, the Teamsters then reopened negotiations with the county. This Memorandum of Agreement adjusts the wages of three Transit Engineer V's in the bargaining unit and provides for a one-time lump-sum payment to each of the three employees.

### **Consistency with Labor Policies**

The proposed agreement appears consistent with adopted labor policies.

### **Performance Evaluations**

The employees in this bargaining unit receive regular performance evaluations.

### **Binding Arbitration**

The unit is eligible for interest arbitration.

### **New Bargaining Agreement Provisions**

As noted above, this agreement is the result of the re-opening of an existing agreement, and as a consequence, this agreement simply adjusts the rates of pay of the Transit Engineer V's in the Transit Design and Construction Supervisors bargaining unit. There are three Transit Engineer V's in the bargaining unit who will receive a salary range increase as a result of this agreement and lump sum payments based on the adjustments.

*Fiscal Note* – The cost to implement the memorandum includes \$25,688 for retroactive pay and the cost of salary adjustment for 2009 is \$8,214. The executive reports that financial resources are available to support the contract.

### **ATTACHMENTS**

1. Proposed Ordinance 2009-0601
2. Fiscal Note
3. Transmittal Letter

### **INVITED**

1. David Levin, Labor Negotiator, Labor Relations, Department of Executive Services
2. Jim Johnson, Acting Manager, Labor Relations, Department of Executive Services
3. Spencer Thal, Union Representative, International Brotherhood of Teamsters Local 117



KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

Signature Report

November 6, 2009

Ordinance

Proposed No. 2009-0601.1

Sponsors Ferguson and Phillips

1 AN ORDINANCE approving and adopting the  
 2 memorandum of agreement negotiated by and between  
 3 King County and International Brotherhood of Teamsters  
 4 Local 117 (Transit Design and Construction Supervisors -  
 5 Interest Arbitration) representing employees in the  
 6 department of transportation; and establishing the effective  
 7 date of said agreement.

8  
9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The memorandum of agreement negotiated between King County  
 11 and International Brotherhood of Teamsters Local 117 (Transit Design and Construction  
 12 Supervisors - Interest Arbitration) representing employees in the department of  
 13 transportation and attached hereto is hereby approved and adopted by this reference made  
 14 a part hereof.

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16            SECTION 2. Terms and conditions of said agreement shall be effective from  
17            June 11, 2008, through and including December 31, 2011.

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KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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ATTEST:

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

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**Attachments**        A. Memorandum of Agreement by and between King County and International  
                                 Brotherhood of Teamsters Local 117 Department of Transportation - Transit Design &  
                                 Construction Supervisors

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117  
DEPARTMENT OF TRANSPORTATION – TRANSIT DESIGN & CONSTRUCTION  
SUPERVISORS**

**Subject: Wage Rate For Transit Engineer V**

**Background:**

1. King County and Teamsters Local 117 are parties to a Collective Bargaining Agreement for the Transit Design & Construction Supervisors bargaining unit (the "CBA"). The CBA covers a term of June 11, 2008, through December 31, 2011. This is the first CBA between King County and Teamsters Local 117 for this bargaining unit.

2. The Transit Design & Construction Section of the Metro Transit Division has two bargaining units that contain most of its employees, a staff unit and a supervisors unit. The Technical Employees Association ("TEA") represents the staff bargaining unit (the "TEA/Transit Staff unit"). Presently, Teamsters Local 117 represents the supervisors unit, which is the unit that is the party to this Memorandum of Agreement (the "Bargaining Unit").

3. The Bargaining Unit was previously represented by TEA. In 2008, the Bargaining Unit decertified from TEA and affiliated with Teamsters Local 117.

4. Negotiations with the TEA/Transit Staff unit for a 2005-2007 contract term were protracted. While negotiations continued with TEA, the Bargaining Unit twice amicably settled negotiations with the County, once as a TEA Supervisors unit (January 1, 2005 through December 31, 2007) and once under Teamsters Local 117 representation (June 11, 2008 through December 31, 2011).

5. In both the staff and the supervisors units in the Transit Design & Construction Section, there are employees in the job classification Transit Engineer V.

6. When settling the CBA between King County and Teamsters Local 117, the parties placed a re-opener in the wage article to eventually discuss the effects, if any, of the eventual TEA/Transit Staff contract settlement. The current CBA with the Bargaining Unit states, at Article 17.9:

**17.9 Reopener:** Once the arbitration award issues in the Technical Employees Association interest arbitration for the contract term 2004-2007,

either party may, by giving notice to the other party within sixty (60) days of the arbitration decision, reopen the agreement to negotiate economic issues only, but excluding reconsideration of paying employees on County squared table salary ranges, and the prevailing cost of living formula.

7. Arbitrator Michael Beck issued an interest arbitration decision and award for the TEA/Transit Staff bargaining unit on December 23, 2008. Shortly thereafter, Teamsters Local 117 called upon King County to reopen negotiations per Article 17.9. The parties have conducted negotiations in good faith, discharging their obligations under Article 17.9, and have reached the following agreement.

**Agreement:**

1. Retroactively effective to June 11, 2008, the wage rate for Transit Engineer V shall be Range 72 on the King County Squared Salary Table.
2. Each employee in the job classification Transit Engineer V shall receive a one-time lump sum payment of \$6,000.00, provided the employee worked for Transit Design & Construction for the full years of 2005-2007; otherwise, said amount shall be prorated.
3. The parties agree that all obligations under Article 17.9 have been fully discharged and that Article 17.9 is closed.

APPROVED this 22<sup>nd</sup> day of October, 2009.

By:

Kurt Tylett  
King County Executive

Tracy A. Thompson  
Tracy A. Thompson  
Secretary-Treasurer  
Teamsters Local Union No. 117



# FISCAL NOTE

# Attachment 2

<b>Ordinance/Motion No.</b>	Memorandum of Agreement		
<b>Title:</b>	International Brotherhood of Teamsters Local 117 - Transit Design and Construction Supervisors - Department of Transportation, Interest Arbitration		
<b>Effective Date:</b>	6/11/2008		
<b>Affected Agency and/or Agencies:</b>	Transit		
<b>Note Prepared by:</b>	Matt McCoy, Labor Relations Analyst, HRD	Phone: 205-8004	
<b>Department Sign Off: DOT</b>	Jill Krecklow, Finance & Administrative Services Manager, Transit, DOT	Phone: 684-1019	
<b>Note Reviewed by: Supplemental Required?</b> NO <input type="checkbox"/> YES <input type="checkbox"/>	Shelly De Wys, Budget Analyst		Phone: 263-9718

### EXPENDITURES FROM:

Fund Title	Fund Code	Department	Retroactive Payment	2009	2010	2011
Public Trans Op	464	Transportation	\$ 25,688	\$ 8,214	\$ 0	\$ 0
<b>TOTAL</b>			<b>\$ 25,688</b>	<b>\$ 8,214</b>	<b>\$ 0</b>	<b>\$ 0</b>

### EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2008 Base	Retroactive Payment	2009	2010	2011
Salaries		DOT		\$ 22,733	\$ 7,269		
OT				\$ 0	\$ 0		
PERS & FICA				\$ 2,955	\$ 945		
<b>TOTAL</b>				<b>\$ 25,688</b>	<b>\$ 8,214</b>	<b>\$ 0</b>	<b>\$ 0</b>

### ASSUMPTIONS:

#### Assumptions used in estimating expenditure include:

- Contract Period (s):** Memorandum of Agreement.
- Wage Adjustments & Effective Dates:**
  - COLA: None.
  - Other:
  - Retro/Lump Sum Payment: 2 Range increase retroactive from 6/11/2008; Lump Sum Payment.
- Other Wage-Related Factors:**
  - Step Increase Movement:
  - PERS/FICA: Payroll taxes @ 13%.
  - Overtime:
- Other Cost Factors:**



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**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Department of Transportation – Transit Design & Construction Supervisors**

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**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**TEAMSTERS LOCAL UNION NO. 117**  
**Department of Transportation - Supervisors**

**ARTICLE 1: PREAMBLE**

These Articles constitute an Agreement between King County (County) and Teamsters Local Union No. 117 (hereinafter referred to as the "Union" or "Local 117".)

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

2       **2.1 Recognition:** The County recognizes the Union as the exclusive bargaining  
3 representative with respect to wages, hours and working conditions of employment for all  
4 Supervisory employees in the Design and Construction section of the Transit Division of the  
5 Department of Transportation, excluding managers, confidential employees, short term temporary  
6 employees and all other employees of the employer. This agreement covers one bargaining unit.

7       **2.2 Union Membership:** It shall be a condition of employment that all employees covered by  
8 this Agreement who are members of the Union in good standing on the effective date of this  
9 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition  
10 of employment that all employees covered by this Agreement and hired or assigned into the  
11 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such  
12 employment, become and remain members in good standing in the Union or pay an agency fee.  
13 Failure by an employee to satisfy the above paragraph of this section shall constitute just cause for  
14 dismissal provided the Union notifies the County and the affected employee of its intent to seek  
15 dismissal of the affected employee within thirty days of making a request for dismissal. At the  
16 expiration of thirty days notice, the Union may request dismissal in writing. Discharge must occur  
17 within thirty days of such request.

18       **2.3 Exemption:** Nothing contained in 2.2 shall require an employee to join the Union who  
19 objects to membership in the Union on the grounds of a bona fide religious objection, in which case  
20 the employee shall pay an amount of money equivalent to the regular Union dues and initiation fee to  
21 a non-religious charity or to another charitable organization mutually agreed upon by the employee  
22 affected and the bargaining representative to which the employee would otherwise pay the dues and  
23 initiation fee. The employee shall furnish written proof that such payments have been made. If the  
24 employee and the Union are unable to agree on the charity the Public Employment Relations  
25 Commission shall designate the charity.

26       **2.4 Dues Deduction:** Upon receipt of written authorization individually signed by an  
27 employee, the County shall have deducted from the pay of such employee the amount of dues as  
28 certified by the Secretary-Treasurer of the Union and shall transmit the same to the Union. The

1 Employer shall notify the Union of changes in employment status on a monthly basis.

2       **2.5 Indemnification:** The Union will indemnify, defend and hold the County harmless  
3 against any claims made and against any suit instituted against the County on account of any check-  
4 off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error  
5 on account of the check-off provisions upon presentation of proper evidence thereof.

6       **2.6 Maintenance of Working Conditions:** The County recognizes its obligation to negotiate  
7 wages, hours and working conditions with the Union.

8       **2.7 Application of Personnel Guidelines:** As set forth below, the 2005 King County  
9 Personnel Guidelines shall apply to members of this bargaining unit where the Collective Bargaining  
10 Agreement or Memoranda of Understanding are silent or ambiguous. The 2005 Personnel Guidelines  
11 (except those identified below to have no application) shall replace any pre-existing practice between  
12 the parties, provided that nothing in those Guidelines will be interpreted or applied to circumvent the  
13 parties' collective bargaining obligations. However, should any genuine established practice arise  
14 subsequent to the date upon which this Agreement takes effect, and such practice conflicts with the  
15 terms of the 2005 Personnel Guidelines (and it pertains to a matter on which the Agreement is either  
16 silent or ambiguous), then the practice shall govern. Should the Guidelines be invoked to interpret  
17 the contract, the arbitrator reserves the right to determine what weight should be given along side  
18 those other interpretive factors that an arbitrator might conclude appropriate. Except as expressly  
19 noted, definitions in the Personnel Guidelines shall apply to the interpretation of the Personnel  
20 Guidelines only. The parties agree that the following provisions of the King County Personnel  
21 Guidelines (2005) are preempted by the terms of the parties' Collective Bargaining Agreement:

22	Preamble/Disclaimer	Sections 14.1-14.6, and 14.9-14.15
23	Section 1.3	Section 15.3
24	Chapter 4	Chapter 16
25	Chapter 5	Chapter 17
26	Sections 6:5, 6.6, 6.9, and 6.13-6.15	Chapter 18
27	Chapter 9	Section 19.4
28	Sections 11.1, 11.2, and 11.4	Chapter 22
	Sections 12.4, 12.5	

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2       The management of the County and the direction of the work force are vested exclusively in  
3 the County, except as may be limited by the express written terms of this Agreement.

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1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2 4.1 The Agreement expressed herein in writing constitutes the entire Agreement between the  
3 parties and no express or implied or oral statements shall add to or supersede any of its provisions.

4 4.2 The parties acknowledge that during the negotiations which resulted in this Agreement,  
5 each had the unlimited right and opportunity to make demands and proposals with respect to any  
6 subject or matter appropriate for collective bargaining, and that the understanding and agreements  
7 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.  
8 Therefore, the County and Union, for the life of this Agreement, each voluntarily and unqualifiedly  
9 waive the right and each agrees that the other shall not be obligated to bargain collectively with  
10 respect to any subject or matter.

11 4.3 **Modification:** Should the parties agree to amend or supplement the terms of this  
12 Agreement, such amendments or supplements shall be in writing and effective when signed by the  
13 parties.

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1 **ARTICLE 5: DISCIPLINE AND PROBATION**

2       **5.1 Discipline:** The County may discipline an employee for just cause. Discipline may  
3 include, but is not limited to, verbal or written reprimands, delayed salary step increase, demotion,  
4 disciplinary transfers, suspensions without pay and/or discharge of the Employee.

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

12       **5.2 Probation:** New Employees, including those new to a position, shall be subject to a six  
13 (6) month probationary period. Employees who have been assigned to a position as an acting or TLT  
14 shall be provided credit for such time toward this period, at the discretion of the appointing authority.  
15 A probationary period may be extended beyond six (6) months, but no more than 12 months, upon  
16 agreement of the County, the employee, and the Union.

17       **5.3 Probationary period upon Promotion:** An employee who does not successfully  
18 complete the probationary period in a position to which the employee has been promoted shall be  
19 restored to the employee's former position, former salary, and all other benefits to which the  
20 employee would have been entitled if the promotion had not occurred if the former position is still  
21 vacant (has not been offered and accepted by an applicant), and the position still exists. If they refuse  
22 to accept an offered position in a lower pay range than the position they initially vacated, they will be  
23 laid off. If they accept a lower range position, they will have recall rights to the next available  
24 position of the range they had at the time of the initial transfer. If they refuse to accept a position of  
25 equal range and similar duties (to the position originally vacated) for which they meet the essential  
26 qualifications, they will be placed on the recall list for two years. Provided further, there are no  
27 reversion rights if the employee is discharged for cause.

1 **ARTICLE 6. GRIEVANCE PROCEDURE**

2 **6.1 Nature of the Procedure:** Any dispute between the County and the Union, or between  
3 the County and any employee covered by this Agreement concerning the interpretation, application,  
4 claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

5 Every effort will be made to settle grievances at the lowest possible level of supervision.  
6 Employees will be unimpeded and free from restraint, coercion, discrimination, or reprisal in seeking  
7 adjudication of their grievance.

8 The County will attempt to hold grievance hearings during normal working hours. Employees  
9 involved in such grievance hearings during their normal County working hours shall be allowed to do  
10 so without suffering a loss in pay, including the grieving employee, any employee involved as a  
11 witness and/or any employee representing the Union.

12 Unless otherwise indicated, days in this Article will mean calendar days. Any time limits  
13 stipulated in the grievance procedure may be extended by mutual agreement in writing. If the County  
14 fails to respond within the designated time frames, the Union may, at its option, continue to demand a  
15 response, or pursue the grievance to the next step of the resolution process.

16 **6.2 Grievance Steps:** A grievance in the interest of a majority of the employees in the  
17 bargaining unit shall be reduced to writing by the Union and may, at its discretion, be introduced at  
18 Step 2 of the grievance procedure within twenty-one (21) days of the alleged violation or within  
19 twenty-one (21) days of when the Union reasonably should have known of the alleged violation.

20 A grievance shall be processed in accordance with the following procedure:

21 **Step 1-** A grievance shall be submitted in writing by the Union or the employee, within  
22 twenty (21) days of the alleged contract violation or within twenty-one (21) days of when the Union  
23 reasonably should have known of the alleged violation to the grieving employee's immediate  
24 supervisor. The grievance shall include a description of the incident, the date it occurred and the  
25 applicable provision of the collective bargaining agreement. The parties agree to make every effort to  
26 settle the grievance at this stage promptly. The immediate supervisor shall answer the grievance in  
27 writing to the Union within fourteen (14) days after being notified of the grievance.

28 **Step 2 -** If the grievance is not resolved at Step 1, it shall be forwarded to the Division

1 Manager or his/her designee within twenty-one (21) days of the Step 1 written response. The  
2 Division Manager or his/her designee shall convene a meeting with the Union within fourteen (14)  
3 days after receipt of the grievance. The meeting may include the aggrieved employee at their option.  
4 The Division Manager or his/her designee shall answer the grievance in writing to the Union within  
5 twenty-one (21) days after the meeting.

6 **Step 3** - If the grievance is not resolved at Step 2, either of the signatory parties to this  
7 agreement may submit the grievance to binding arbitration. Within thirty (30) days of the County's  
8 Step 2 response either party may file a Demand for Arbitration. The Union's demand will be filed  
9 with the Manager of the Labor Relations Section of the Human Resources Division of the Department  
10 of Executive Services.

11 After the Demand for Arbitration is filed, the County and the Union will meet to select by  
12 mutual agreement an arbitrator. If the parties are unable to arrive at an agreement, either party may  
13 petition for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC),  
14 after which an arbitrator shall be selected by the alternate striking of names, the first strike to be  
15 determined by a coin flip.

16 **6.3 Arbitrator's authority:** In connection with any arbitration proceeding held pursuant to  
17 this Agreement, it is understood as follows:

18 1) The arbitrator shall have no power to render a decision that will add to, subtract  
19 from, alter, change or modify the terms of this Agreement, and their power shall be limited to the  
20 interpretation or application of the express terms of this Agreement, and all other matters shall be  
21 excluded from arbitration.

22 2) The decision of the arbitrator shall be final, conclusive and binding upon the  
23 County, the Union and the employee involved.

24 3) The cost of the arbitrator shall be borne equally by the County and the Union, and  
25 each party shall bear the cost of presenting its own case, including attorneys' fees, regardless of the  
26 outcome of the case.

27 4) Unless otherwise agreed to in writing by the parties, the arbitrator's decision shall  
28 be made in writing, and shall be issued to the parties within thirty (30) days after the case is submitted

1 to the arbitrator.

2                   5) Any arbitrator selected under Step 3 shall function pursuant to the voluntary labor  
3 arbitration regulations of the American Arbitration Association, unless otherwise agreed to in writing  
4 by the parties.

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1 **ARTICLE 7: HOLIDAYS**

2 **7.1 *Celebrated Holidays:***

3 A. All regular, probationary, provisional and term-limited temporary employees shall  
4 be granted the following holidays with pay:

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<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	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	Day Following Thanksgiving
Christmas Day	December 25th
Two (2) Personal Holidays	

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19 B. And, any special or limited holidays as declared by the president of the United  
20 States or governor and as approved by the State of Washington, and as approved by the Council.  
21 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and  
22 any holiday falling on a Saturday shall be observed on the preceding Friday. To receive holiday pay,  
23 an eligible employee must be in pay status the workday before and the workday after the holiday.  
24 However, an employee who has successfully completed at least five (5) years of County service and  
25 who retires at the end of the month in which the last regularly scheduled working day is observed as a  
26 holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day  
27 observed as a holiday. Holiday pay shall not exceed eight (8) hours of pay in a work unit that has a  
28 standard forty-hour (40-hour) work week schedule.

1           **7.2 Personal Holidays:** Regular, probationary, provisional and term-limited temporary  
2 employees shall receive two (2) personal holidays (as shown in 7.1) to be administered through the  
3 vacation plan. One (1) day shall be accrued on the first of October and one (1) day shall be accrued  
4 on the first of November of each year. These days may be used in the same manner as any vacation  
5 day earned.

6           **7.3 Part-time Scheduled Employees:** Regular, probationary, provisional and part-time term-  
7 limited temporary employees who work a part-time schedule receive paid holidays prorated based on  
8 their work schedule consistent with 7.1 and 7.2.

9           **7.4 Holiday Compensation:**

10           A. Full-time employees who are eligible for holiday pay shall receive time and one-  
11 half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in 7.1.A. above. This  
12 holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)  
13 straight time hours of holiday pay. Employees who work the holiday shall either receive an additional  
14 day's pay at their regular, straight-time hourly rate or shall at their option receive a substitute holiday,  
15 use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one  
16 (1) year shall be compensated for in cash.

17           B. Part-time employees who are eligible for holiday pay and are assigned to work on a  
18 holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours worked.  
19 In addition to the holiday compensation for actual hours worked, the employees shall receive holiday  
20 pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-  
21 rated based on the employees' regularly scheduled working hours. Employees will not be  
22 compensated for holidays falling on days that they are not regularly scheduled to work.

23           C. For those employees whose normal shift is longer than eight (8) hours in order to  
24 receive their normal salary, shall be provided an option to either work additional hours in the pay  
25 period or deduct hours from their annual leave bank.

26           **7.5 Holiday Staffing:** The County may use reduced staffing on holidays consistent with  
27 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating  
28 through the list of employees by classification and seniority. If there are insufficient volunteers,

1 employees will be selected by the County using a rotation process. Employees may exchange  
2 assigned holidays so long as the County incurs no additional costs. Employees proposing the  
3 exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the  
4 holiday. Any exchange of holiday assignments will obligate both employees to work those days that  
5 they have exchanged.

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1 **ARTICLE 8: VACATIONS**

2 **8.1 Vacation Leave Accrual Schedule:**

3 Regular, probationary, provisional and term-limited temporary employees shall be eligible for  
4 vacation leave benefits as described in the following table except in those instances expressly stated  
5 in this Article as an exception:

6

Full Years of Service	Vacation Days Earned (8 hour day)
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year and beyond 26	30

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24 **8.2 Part-time Employees:** Regular, probationary, provisional and term-limited temporary  
25 employees who work a part-time schedule shall accrue vacation leave in accordance with the leave  
26 schedule set forth in 8.1; provided, however, such accrual rates shall be prorated to reflect his/her  
27 normally scheduled work week.

28 **8.3 Vacation Accrual:** Employees eligible for vacation leave shall accrue vacation leave

1 from their date of hire in a leave eligible position. Employees who work less than a full-time  
2 schedule shall receive a pro-rated leave to reflect his/her normally scheduled workweek. Employees  
3 may accrue up to sixty-days (60) vacation prorated to reflect their normally scheduled workday.  
4 Employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of  
5 each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture  
6 of the vacation leave beyond the maximum amount unless the manager/designee has approved a  
7 carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as  
8 may be in the best interests of the County.

9 **8.4 Vacation Eligibility:** Employees eligible for vacation leave shall not be eligible to take or  
10 be paid for vacation leave until they have successfully completed their first six (6) months of County  
11 service in a leave eligible position, and if they leave County employment prior to successfully  
12 completing their first six (6) months of County service, shall forfeit and not be paid for accrued  
13 vacation leave. Vacation may not be used until earned. This provision does not apply to employees  
14 using accrued vacation for a qualifying reason under the Washington Family Care Act.

15 **8.5 Vacation Payout:** Employees shall be paid for accrued vacation leave to their date of  
16 separation up to the maximum accrual amount if they have successfully completed their first six (6)  
17 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall  
18 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of  
19 leaving County employment less mandatory withholdings. If an employee leaves prior to successful  
20 completion of the six months of County service, they shall forfeit and not be paid for accrued  
21 vacation leave.

22 **8.6 Vacation Schedules:** The manager/designee will be responsible for scheduling vacation  
23 of employees in such a manner as to achieve the greatest vacation opportunity for the employees  
24 while maintaining the efficient functioning of the work unit. No employee shall work for  
25 compensation for the County in any capacity during the time that the employee is on vacation.

26 **8.7 Maximum Accrual:** Employees eligible for vacation leave may accrue up to sixty (60)  
27 days vacation prorated to reflect their normally scheduled workday. Employees eligible for vacation  
28 leave shall use vacation leave beyond the maximum accrual amount prior to December 31 of each

1 year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the manager/designee has approved a carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

5 **8.8 Payout on Separation due to Death:** In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six (6) months of County service in a paid leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

10 **8.9 Vacation rate on Return:** If a regular employee eligible for vacation leave resigns from County employment in good standing or is laid off and subsequently returns to County employment within two (2) years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under 8.1.

14 **8.10 Partial Payments:** Employees who are FLSA overtime eligible may use vacation in half hour (1/2) increments. FLSA-exempt employees may use vacation in increments of not less than one (1) day.

17 **8.11 Limited use on Probation:** Employees who are in a probationary period as a result of promotion shall be entitled to use vacation time accrued in their prior position while they are in a probationary status in their new position subject to the approval of the manager/designee. Employees may have additional rights to use accrued vacation for a qualifying reason under the Washington Family Care Act, if applicable.

22 **8.12 Vacation Donation:** Any regular full-time or regular part-time employee who has completed at least one (1) year of service may donate to any other regular employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee. Donated vacation shall be converted to a dollar value based upon the donor's straight-time rate of pay. Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving monetary or other compensation in exchange for donating vacation hours. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the

1 request.

2       Donated vacation must be used within ninety (90) calendar days. Donated hours accrue to the  
3 donee's vacation leave bank and do not expire or return to the donor once accrued.

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1 **ARTICLE 9: SICK LEAVE**

2       **9.1 Sick Leave:** Regular, probationary, provisional and term-limited temporary employees will  
3 accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime  
4 up to a maximum of eight (8) hours per month. Except, that sick leave will not begin to accrue until the  
5 first of the month following the month in which the employee commenced employment. The employee  
6 is not entitled to sick leave if not previously earned. Sick leave may be used by employees covered by  
7 the FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-exempt  
8 employees use sick leave for absences of one full workday.

9       **9.2 Vacation as an extension of Sick Leave:** During the first six (6) months of service in a paid  
10 leave eligible position, eligible employees may, at the manager/designee's discretion, use any accrued  
11 days of vacation leave as an extension of sick leave. Employees may have additional rights to use  
12 vacation for a qualifying reason under the Washington Family Care Act, if applicable. If an employee  
13 does not work a full six (6) months in a paid leave eligible position, any vacation leave used for sick  
14 leave must be reimbursed to the County upon termination.

15       **9.3 Partial Day Increments:** Sick leave may be used in one half (1/2) hour increments.

16       **9.4 Unlimited Accrual:** There will be no limit to the hours of sick leave benefits accrued by  
17 paid leave eligible employees.

18       **9.5 Restoration following Separation:** Separation from employment except by reason of  
19 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the paid  
20 leave eligible employee as of the date of separation. Should a regular employee resign in good standing,  
21 be laid off or separated for non-disciplinary medical reasons and return to County employment within  
22 two (2) years, his/her accrued sick leave will be restored.

23       **9.6 Pay upon Separation:** A paid leave eligible employee who has successfully completed at  
24 least five (5) years of County service and who retires as a result of length of service or who separates by  
25 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount  
26 equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the  
27 employee's rate of pay in effect upon the date of leaving County employment, less mandatory  
28 withholdings.

1           **9.7 Leave Without Pay for Health Reasons:** An employee must use all of his/her sick leave  
2 before taking unpaid leave for his/her own health reasons. If the injury can be compensated under the  
3 County's workers compensation program, then the employee has the option to augment or not  
4 augment time loss payments with the use of his/her accrued sick leave.

5           **9.8 Leave Without Pay for Family Reason:** For a leave for family reasons, the employee  
6 will choose at the start of the leave whether the particular leave would be paid or unpaid (see 9.11);  
7 but, when an employee chooses to take paid leave for family reasons s/he may set aside a reserve of  
8 up to eighty (80) hours of accrued sick leave.

9           **9.9 Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her  
10 sick leave may use accrued vacation leave before going on leave of absence without pay.

11           **9.10 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

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

15           B. The employee's incapacitating injury, provided that:

16                   1. An employee injured on the job may not simultaneously collect sick leave  
17 and worker's compensation payments in a total amount greater than the net regular pay of the  
18 employee; though an employee who chooses not to augment his/her worker's compensation time loss  
19 pay through the use of sick leave will be deemed on unpaid leave status;

20                   2. An employee who chooses to augment workers compensation payments  
21 with the use of accrued sick leave unless s/he notifies the workers compensation office in writing at  
22 the beginning of the leave otherwise;

23                   3. An employee may not collect sick leave and worker's compensation time  
24 loss payments for physical incapacity due to any injury or occupational illness that is directly  
25 traceable to employment other than with the County.

26           C. Exposure to contagious diseases and resulting quarantine.

27           D. A female employee's temporary disability caused by or contributed to by  
28 pregnancy and childbirth.

1 E. The employee's medical, ocular or dental appointments provided that the  
2 employee's manager/designee has approved the scheduling of sick leave for such appointments.

3 F. To care for the employee's eligible child or child of employee's spouse or domestic  
4 partner if the child has an illness or health condition which requires treatment or supervision from the  
5 employee;

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

7 1. The employee has been employed by the County for twelve (12) months or  
8 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)  
9 months,

10 2. The family member is the employee's spouse or domestic partner, the  
11 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
12 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
13 employee, the employee's spouse or domestic partner, employee's grandparent; and,

14 3. The reason for the leave is one of the following:

15 a. The birth of a son or daughter and care of the newborn child, or  
16 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
17 within twelve (12) months of the birth, adoption or placement;

18 b. The care of the employee's child or child of the employee's spouse  
19 or domestic partner whose illness or health condition requires treatment or supervision by the  
20 employee; or

21 c. Care of a family member who suffers from a serious health  
22 condition.

23 **9.11 Unpaid Leave:** An employee may take a total of up to eighteen (18) work weeks unpaid  
24 leave for his or her own serious health condition, and for family reasons as provided in Sections  
25 9.10.F and 9.10.G combined, within a twelve (12) month period. The leave may be continuous,  
26 which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.  
27 Intermittent leave is subject to the following conditions:

28 **A. Birth or Adoption:** When a leave is taken after the birth or placement of a child

1 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
2 only if authorized by the employee's manager/designee.

3 **B. Reduced Schedules:** An employee may take leave intermittently or on a reduced  
4 schedule when medically necessary due to a serious health condition of the employee or family  
5 member of the employee; and

6 **C. Temporary Transfer:** If an employee requests intermittent leave or leave on a  
7 reduced leave schedule, under Section B. above, that is foreseeable based on planned medical  
8 treatment, the manager/designee may require the employee to transfer temporarily to an available  
9 alternative position for which the employee is qualified and that has equivalent pay and benefits and  
10 that better accommodates recurring periods of leave than the regular position of the employee.

11 **9.11.1 Concurrent Time:** Use of donated leave will run concurrently with the eighteen (18)  
12 workweek family medical leave entitlement.

13 **9.11.2 Insurance Premiums:** The County will continue its contribution toward health care  
14 during any unpaid leave taken under Section 9.11.

15 **9.11.3 Return to Work from Unpaid Leave:** An employee who returns from unpaid family  
16 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

17 A. The same position s/he held when the leave commenced; or

18 B. A position with equivalent status, benefits, pay and other terms and conditions of  
19 employment; and

20 C. The same seniority accrued before the date on which the leave commenced.

21 **9.11.4 Failure to Return to Work:** Failure to return to work by the expiration date of the  
22 leave of absence may be cause for removal and result in termination of the employee from County  
23 service.

24 **9.12 Provider Certification:** The manager/designee and employee is responsible for the  
25 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
26 be reasonably required to substantiate the health condition of the employee or family member for  
27 leave requests.

28 **9.13 Definition of Child:** For purposes of this Article, a child means a biological, adopted or

1 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,  
2 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of  
3 self care because of mental or physical disability.

4       **9.14 FLSA:** Employees who are FLSA overtime eligible may use sick leave in half (1/2)  
5 hour increments.

6       **9.15 Family and Medical Leave and Family Care:** Employees shall be entitled to family  
7 medical leave, as provided by the King County Family Medical Leave Act, the federal Family  
8 Medical Leave Act, and any Washington state laws that provide for family medical leave. For  
9 reference purposes, the current texts of the King County Family Medical Leave Act and RCW  
10 49.12.270 are attached as Addendums B and C, respectively.

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1 **ARTICLE 10: GENERAL LEAVES**

2 **10.1 Donation of Leaves:** Donation of vacation leave hours and donation of sick leave  
3 hours.

4 **A. Vacation leave hours:**

5 **1. Approval Required:** An employee eligible for paid leave may donate a  
6 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such  
7 donation will occur upon written request to and approval of the donating and receiving employee's  
8 department director(s), except that requests for vacation donation made for the purposes of  
9 supplementing the sick leave benefits of the receiving employee will not be denied unless approval  
10 would result in a departmental hardship for the receiving department.

11 **2. Limitations:** The number of hours donated will not exceed the donor's  
12 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted  
13 where it would cause the employee receiving the transfer to exceed his/her maximum vacation  
14 accrual.

15 **3. Return of Unused Donations:** Donated vacation leave hours must be used  
16 within ninety (90) calendar days following the date of donation. Donated hours accrue to the donee's  
17 vacation leave bank and do not expire or return to the donor once accrued. For purposes of this  
18 Article, the first hours used by an employee will be accrued vacation leave hours.

19 **B. Sick leave hours:**

20 **1. Written Notice Required:** An employee eligible for paid leave may  
21 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon  
22 written notice to the donating and receiving employee's department director(s).

23 **2. Minimum Leave Balance Required (Donor):** No donation will be  
24 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the  
25 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)  
26 hours of his/her accrued sick leave in a calendar year.

27 **3. Return of Unused Donations:** Donated sick leave hours must be used  
28 within ninety (90) calendar days. Donated hours accrue to the donee's sick leave bank and do not

1 expire or return to the donor once accrued. For purposes of this Article, the first hours used by an  
2 employee will be accrued sick leave hours.

3 **C. No Solicitation:** All donations of vacation and sick leave made under this Article  
4 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or  
5 any other compensation or benefits in exchange for donating vacation or sick leave hours.

6 **D. Conversion Rate:** All vacation and sick leave hours donated will be converted to  
7 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar  
8 value will then be divided by the receiving employee's hourly rate to determine the actual number of  
9 hours received. An employee eligible for paid leave benefits may donate accrued vacation and/or sick  
10 leave in accordance with procedures set forth under Chapter 3.12.223 of the King County Code  
11 (K.C.C.).

12 **10.2 Leave - Organ Donors:** The manager/designee shall allow all employees eligible for  
13 paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures  
14 such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take  
15 five (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

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

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

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

26 **10.3. Bereavement Leave:**

27 **A.** Employees eligible for paid leave benefits shall be entitled to three (3) working  
28 days of bereavement leave per occurrence of any death of members of their immediate family.

1 B. Employees eligible to accrue paid leave benefits who have exhausted their  
2 bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance  
3 when death occurs to any member of the employee's immediate family.

4 C. In cases of family care where no sick leave benefit exists, the employee may use  
5 vacation leave, compensatory time or may be granted leave without pay.

6 D. In the application of any of the foregoing provisions, when a holiday or regular day  
7 off falls within the prescribed period of absence, it shall not be charged against the employee's sick  
8 leave account nor bereavement leave credit.

9 E. For the purposes of this Section, a member of the immediate family is as follows:  
10 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild  
11 or grandparent of the employee, employee's spouse or employee's domestic partner.

12 **10.4 Leave - Examinations:** Employees eligible for paid leave benefits shall be entitled to  
13 necessary time off with pay for the purpose of participating in County qualifying or promotional  
14 examinations. This shall include time required to complete any required interviews.

15 **10.5 Jury Duty:**

16 A. Employees eligible for paid leave benefits who are ordered on a jury shall be  
17 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of  
18 mileage, with the Finance and Business Operations Division of the Department of Executive  
19 Services. Employees shall report back to their supervisor on their next scheduled workday when  
20 dismissed from jury service.

21 **10.6 School Volunteer:** Employees eligible for paid leave benefits shall be allowed the use  
22 of up to three (3) days of sick leave each year to allow employees to perform volunteer services at the  
23 school attended by the employee's child; provided, an employee requesting to use sick leave for this  
24 purpose will submit such request in writing specifying the name of the school and the nature of the  
25 volunteer services to be performed.

26 **10.7 Military Leave:** A leave of absence for active military duty or active military training  
27 duty will be granted to eligible employees in accordance with applicable provisions of state and/or  
28 federal law; and County policy provided that a request for such leave shall be submitted to the

1 manager/designee in writing by the employee and accompanied by a validated copy of military orders  
2 ordering such active duty or active training duty.

3 **10.8 Executive Leave:** Employees who are exempt from the overtime provisions of the  
4 FLSA shall be eligible for up to 10 days of Executive Leave annually. All employees who are exempt  
5 from overtime shall receive at least three (3) days of Executive Leave annually.

6 **10.9 Leave Without Pay:**

7 A. An employee eligible for leave benefits may take a leave of absence without pay  
8 for thirty (30) calendar days or less if authorized in writing by the employee's appointing authority.

9 B. An employee eligible for leave benefits may take a leave of absence without pay  
10 for more than thirty (30) calendar days if authorized in writing by the employee's appointing authority  
11 and the director.

12 C. Leaves of absence without pay shall be for periods not to exceed one (1) year  
13 except that the director may, in special circumstances, grant an extension beyond one (1) year.

14 D. Other employee benefits as provided in Chapter 3 of the King County Code shall  
15 not be provided to or accrue to the employee while on leave of absence without pay, except as  
16 provided in King County Code 3.12.220.

17 E. If a leave of absence without pay was granted for purposes of recovering health, the  
18 employee shall be required by the director to submit a physician's statement concerning the  
19 employee's ability to resume duties prior to return to work.

20 F. An employee on leave of absence without pay may return from the leave before its  
21 expiration date if the employee provides the appointing authority with a written request to that effect  
22 at least fifteen (15) days prior to resuming duties.

23 G. Failure to return to work by the expiration date of a leave of absence without pay  
24 shall be cause for removal and shall result in automatic termination of the employee from County  
25 service.

26 H. A leave of absence without pay may be revoked by the director upon evidence  
27 submitted to the director by the appointing authority of the employee indicating that such leave was  
28 requested and granted under false pretenses, or that the need for such leave has ceased to exist.

1           **10.10 Closure of County Facilities:**

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

3           1. If a facility is closed by order of the County Executive, regular, provisional,  
4 probationary and term limited temporary employees scheduled to work will be paid their normal  
5 salary or hourly wage until such time as the facility is reopened, alternative worksites are arranged, or  
6 a reduction in force is implemented. If the shutdown extends for more than one week, the status of  
7 displaced workers may be reviewed by the Executive to determine whether a reduction in force due to  
8 either lack of funds or lack of work is in order. This applies to affected overtime exempt as well as  
9 hourly employees.

10           Employees who previously requested and have been approved for time off (e.g., vacation, sick  
11 leave, compensatory time off, executive leave, leaves of absence) will have hours deducted from their  
12 accruals as approved.

13           Employees designated as first responders and mission critical employees who are unable to  
14 report to work will have their time charged to vacation, comp-time (hourly), Executive Leave  
15 (salaried) or leave without pay unless the agency director determines that regular pay is warranted and  
16 waives the charging of the time missed.

17           2. Where a department or division director or agency administrator closes  
18 operations in his or her agency during the work day or orders employees to leave the premises  
19 because of safety concerns, employees (regular, provisional, probationary and term limited  
20 temporary) scheduled to work will be paid for the normally scheduled work day.

21           3. Continued closure of a facility outside the downtown core beyond the first  
22 day (or partial day) as described above must be approved by the Executive; otherwise, the facility will  
23 be deemed open.

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

25           Where a department, office or facility remains open but conditions prevent an employee from  
26 reporting to work:

27           1. The employee will notify his or her supervisor as soon as possible.

28           2. The employee may request, and the supervisor may approve, the use of

1 compensatory time, executive leave, vacation time, or leave without pay to cover absences resulting  
2 from a county emergency, critical incident, or inclement weather. Sick leave may not be used in such  
3 instances except where appropriate under sick leave provisions of the King County Code, Personnel  
4 Guidelines and this collective bargaining agreement.

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1 **ARTICLE 11: HOURS OF WORK AND OVERTIME**

2       **11.1 Standard Five-Eight (5-8) Workweek Schedule:** For FLSA non-exempt employees, the  
3 standard workweek will consist of five (5) consecutive work days not to exceed eight (8) hours each  
4 exclusive of the meal period and not to exceed forty (40) hours per week and shall normally be  
5 scheduled Monday through Friday. However, the establishment of work schedules is vested solely  
6 within the purview of the County and may be changed from time to time with 2 weeks' notice to the  
7 employee.

8       **11.2 Overtime Payment:** Employees covered by this bargaining unit who are employed in a  
9 bona fide executive, administrative or professional capacity and are in turn exempt from overtime  
10 payments under the Federal Fair Labor Standards Act are expected to work the hours necessary to  
11 satisfactorily perform their jobs. These employees are not eligible for overtime payments

12       **11.2.1** Hourly employees shall be paid at an overtime rate of one and one half times their  
13 regular rate of pay for all hours worked in excess of their regularly scheduled work day or work week.  
14 Unworked hours in a paid status (e.g., vacation, sick leave) shall be counted toward the overtime  
15 eligibility threshold.

16       **11.2.2** All overtime shall be authorized in advance by the division manager/designee in  
17 writing, except in emergencies.

18       **11.3 Alternative Work Schedules:** A full-time employee may request, a four (4) day, forty  
19 (40) hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative  
20 schedule in order to support the County Commute Trip Reduction program. Employees will submit  
21 written requests for alternative work schedule approval to the Section Manager/designee. Requests  
22 will be evaluated and approved or denied relative to the business needs of the organization, and must  
23 be reviewed at least annually. In administering any such alternative work schedule, the following  
24 working conditions shall prevail:

25           A. Employee participation shall be on a voluntary basis unless the Section Manager  
26 determines that an alternative schedule is essential to the business needs of the organization. The  
27 establishment of and approval for alternative work schedules is vested solely within the purview of  
28 the County and may be changed from time to time. Such changes will normally require at least two

1 (2) weeks notice to the employee.

2 B. If a holiday designated pursuant to Section 7.1 falls on a Saturday or on a Friday  
3 that is the normal day off, then the holiday will be taken on the last normal workday. If a designated  
4 holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on  
5 the next normal workday. This schedule will be followed unless the employee and his or her  
6 supervisor determine that some other day will be taken for the holiday; provided, however, that in  
7 such case the holiday time must be used no later than the end of the following pay period.

8 C. If multiple employees in a work group desire an alternative work schedule with the  
9 same days off, the County may, upon written notice to the Union, subject requests for alternative  
10 schedules to a bidding process, with priority given to employees in order of decreasing seniority.

11 D. Employees who currently work on an alternative work schedule shall be permitted  
12 to retain that work schedule, subject to the management approval requirements in Section A.

13 **11.4 Compensatory Time:** An overtime eligible employee may request, and with approval of  
14 the manager/designee, may receive compensatory time off in lieu of overtime pay. Such time shall be  
15 earned at the rate of one and one-half (1-1/2) hours for each hour worked.

16 **11.5 Emergency Call Back:** An FLSA non-exempt employee covered by this Agreement  
17 who is called to duty after completion of his or her regular shift or work week shall be granted a  
18 minimum of four (4) hours pay at the applicable overtime rates.

19 An Emergency Call Back shall be defined as a circumstance where an employee has left the  
20 work premises at the completion of his or her regular work shift and is required to report to duty prior  
21 to the start of his or her next regularly scheduled work shift. An employee who is called back to  
22 report to work before the commencement of his or her regular work shift shall be compensated in  
23 accordance with the Emergency Call Back provisions of this Collective Bargaining Agreement.

24 **11.6 Telecommuting:** The Union and the County mutually recognize the importance of  
25 regularly reporting to the assigned work site for the purposes of accomplishing work, however,  
26 consistent with past practice, an employee may occasionally request, and a supervisor may  
27 occasionally approve, an alternative telecommuting work schedule for a limited period of time for the  
28 purpose of accommodating and balancing the individual needs of an employee and the business needs

1 of the organization. Additionally, employees are covered by the King County Telecommuting Policy  
2 (PER-18.4 (AEP), and any amendments thereto.

3       **11.7 Home Free Guarantee:** The County will operate a program to provide employees with  
4 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,  
5 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated overtime  
6 that day which requires the employee to leave work at other than the employee's regularly scheduled  
7 quit time. Determination of what constitutes a qualified emergency will be made at each worksite by  
8 the employee designated by the County. Employees can exercise their home free guarantee a  
9 maximum of eight (8) times per calendar year.

1 **ARTICLE 12: REDUCTION IN FORCE**

2 **12.1 Order of layoff:** In the event of a reduction in force due to lack of work, lack of funds  
3 or considerations of efficiency, the order of layoff will be determined by classification on the basis of  
4 seniority. Where two or more regular employees within a classification are of equal seniority,  
5 bargaining unit seniority shall determine the order of layoff between those employees. If the  
6 employees are still tied after consideration of bargaining unit seniority, total County service shall  
7 break the tie. If the employees are still tied, the County shall break the tie by considering merit.

8 **12.2 Seniority Calculation:** Seniority shall be the total time spent in a particular  
9 classification. Part-time employees shall receive full credit. For instance, a 3/4 time employee who  
10 works for 1 year in a classification shall have one (1) full year seniority in that position. If an  
11 employee is bumped to a lower level classification in a classification series, the employee's seniority  
12 shall be all of the time spent in the lower level classification combined with any time spent in higher  
13 level classifications in the same class series.

14 **12.3 Classification Series:** The classification series shall be as follows:

Capital Project Managing Supervisor
Real Estate, Land Use and Environmental Planning Supervisor
Transit Engineer V and VI

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19 If additional classifications are added to the bargaining unit, the parties will negotiate the  
20 impact on this list of classification series.

21 **12.4** Employees may only bump into lower level classifications within the same classification  
22 series.

23 **12.5 Example:**

- 24 1. Employer decides to layoff an Engineer III.  
25 2. There are 3 Engineer IIIs. One with 2 years as an Engineer III, one with 4 years,  
26 one with 6 years.  
27 3. The Engineer III with 2 years will be laid off.  
28 4. The laid off Engineer III may try to bump into a lower classification in the series. If

1 the Engineer III had 2 prior years as an Engineer II, the Engineer III has 4 years for purpose of  
2 bumping into the Engineer II classification.

3 **12.6 Qualifications:** No employee may bump another employee in a classification unless the  
4 bumping employee meets the essential qualifications for the classification and the specific  
5 qualifications for the position to which he/she intends to bump.

6 **12.7 Re-call Rights:** A regular employee who is laid off will have recall rights to his/her  
7 previous position for two (2) years from the date of layoff. An employee retains his/her recall rights  
8 if he/she accepts a lesser position with the County. An employee who is laid off shall forfeit his/her  
9 recall rights if he/she refuses a recall.

10 **12.8 Notice of Recall:** A regular employee will have ten (10) days from the date the notice of  
11 recall is sent by certified mail in which to notify the County of whether he/she will accept the  
12 position. The County will consider the employee's failure to notify the County within ten (10) days a  
13 refusal; however, if the County determines that there are warranting circumstances, it may accept a  
14 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep  
15 the County informed of his/her current address.

16 **12.9 Reinstatement:** A regular employee recalled within two (2) years from the time of  
17 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of  
18 layoff, and vacation leave accrual rate restored.

1 **ARTICLE 13: NON-DISCRIMINATION**

2           The County shall not unlawfully discriminate against any employee with respect to  
3 compensation, terms, conditions or privileges of employment because of race, color, creed, religion,  
4 national origin, age, sex, sexual orientation, union activities, marital status, physical, mental or  
5 sensory disability.

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1 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **14.1 No Work Stoppages:** The County and the Union agree that the public interest requires  
3 efficient and uninterrupted performance of County services and to this end pledge their best efforts to  
4 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or  
5 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily  
6 assigned duties, sick leave absence which is not bona fide, or other interference with County  
7 functions by employees under this Agreement and, should same occur, the Union agrees to take  
8 appropriate steps to end such interference. Any concerted action by employees shall be deemed a  
9 work stoppage if any of the above activities occur.

10       **14.2 Union's Responsibilities:** Upon notification in writing by the County to the Union that  
11 any of its members are engaged in work stoppage, the Union shall immediately, in writing, order such  
12 members to immediately cease engaging in such work stoppage and provide the County with a copy  
13 of such order. In addition, if requested by the County, a responsible official of the Union shall  
14 publicly order such employees to cease engaging in such a work stoppage.

1 **ARTICLE 15: MEDICAL, DENTAL AND LIFE PLAN**

2       The County will provide a medical, dental and life insurance plan for all benefit eligible  
3 employees; such plans, including any changes thereto, to be as negotiated by the County and the  
4 Union through the Joint Labor Management Insurance Committee.

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1 **ARTICLE 16: SAVINGS CLAUSE**

2           Should any part hereof or any provision in this Agreement be rendered or declared invalid by  
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within  
6 thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or  
7 provisions of this Agreement shall remain in full force and effect.

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1 **ARTICLE 17: WAGE RATES**

2 17.1 Wage adjustments under section 17.2 of this Agreement shall be retroactive to June 11,  
3 2008.

4 17.2 **2008 Wage Rate:** The salary ranges for employees in the bargaining unit are set forth in  
5 Addendum A, attached to this Agreement, which includes the 2008 cost of living adjustment of  
6 2.49%.

7 17.3 **2009 Wage Rate:** Effective January 1, 2009, the pay for all classifications in the  
8 bargaining unit shall be increased by 90% CPI-W U.S. All Cities, based on September-to-September  
9 figures of the preceding year. Such percentage increase will not be less than 2 percent, nor will it be  
10 greater than 6 percent.

11 17.4 **2010 Wage Rate:** Effective January 1, 2010, the pay for all classifications in the  
12 bargaining unit shall be increased by 90% CPI-W U.S. All Cities, based on September-to-September  
13 figures of the preceding year. Such percentage increase will not be less than 2 percent, nor will it be  
14 greater than 6 percent.

15 17.5 **2011 Wage Rate:** Effective January 1, 2011, the pay for all classifications in the  
16 bargaining unit shall be increased by 90% CPI-W U.S. All Cities, based on September-to-September  
17 figures of the preceding year. Such percentage increase will not be less than 2 percent, nor will it be  
18 greater than 6 percent.

19 17.6 **Step Increase and Merit Pay:** Existing County employees promoted into bargaining  
20 unit positions shall be placed into a step providing a rate of pay not less than approximately 5% above  
21 the previous rate of pay. Upon satisfactory completion of a six (6) month probationary period, regular  
22 employees shall receive one (1) step (as established in Addendum A) increase.

23 Every employee who received at least a satisfactory year-end evaluation and who is not at the  
24 top of his or her schedule will advance within his/her salary range one (1) step (as established in  
25 Addendum A) on January 1 of the following year. An employee at the top of his or her schedule shall  
26 be eligible for merit increases according to the existing practice.

27 17.7 **Licensing and Stamping:**

28 Employees who hold Professional Engineering licenses or American Institute of Architecture

1 licenses shall be eligible for the following monthly premiums:

2 1. \$50 for employees who have PE or AIA licenses.

3 2. An additional \$50 for employees who have PE or AIA licenses and whose positions  
4 require the stamping of engineering or architectural plans.

5 This benefit shall be effective on the first pay period after the ratification of this Agreement  
6 and shall not be paid retroactively.

7 **17.8 One Time Lump Sum Payment:** All employees in the bargaining unit will receive a  
8 one-time lump sum payment of one-thousand, five hundred dollars (\$1,500.00), which amount, if  
9 elected by the bargaining unit will be directed towards the retroactive pension contributions, if any, to  
10 the Western Conference of Teamsters Pension Trust.

11 **17.9 Reopener:** Once the arbitration award issues in the Technical Employees Association  
12 interest arbitration for the contract term 2004-2007, either party may, by giving notice to the other  
13 party within sixty (60) days of the arbitration decision, reopen the agreement to negotiate economic  
14 issues only, but excluding reconsideration of paying employees on County squared table salary  
15 ranges, and the prevailing cost of living formula.

1 **ARTICLE 18: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

2       **18.1** Upon implementation of payments by the County to the Western Conference of  
3 Teamsters Pension Trust Fund, retro and lump sum payments to Employees as described in Article 17.  
4 shall be applied by the County to back Pension payments. All back payments will be remitted to the  
5 Western Conference of Teamsters Pension Trust Fund. Back payments will be calculated from  
6 June 11, 2008 for each compensable hour.

7       **18.1.1**

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Effective Date	Basic Contribution
6/11/08	\$2.50
1/1/10	\$2.75
1/1/11	\$3.00

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13       **18.2 Contribution:** The County shall pay \$2.50 (two dollars and fifty cents) to the Western  
14 Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for  
15 every hour for which compensation was paid, commencing effective as of June 11, 2008, said  
16 amounts to be computed monthly, provided that the maximum contribution shall be limited to 2,080  
17 (two thousand eighty) hours per calendar year. The County will comply with the Uniformed Services  
18 Employment and Re-employment Rights Act (USERRA) of 1994 in defining eligibility and  
19 establishing contribution rates for employees who are eligible for pension contributions while absent  
20 from employment because of active military service.

21       **18.3 Wage Reduction:** All bargaining unit employees shall have their wage rate reduced by  
22 the amount of the County's contribution on the employee's behalf pursuant to Section 18.1, above.

23       **18.4 Payments and Trust Rules:** The total amount due for each calendar month shall be  
24 remitted in a lump sum not later than ten (10) business days after the close of the pay period that  
25 includes the last business day of the month. The County agrees to abide by the rules established by  
26 the Trustees of said Trust Fund to facilitate the accurate determination of hours for which  
27 contributions are due, prompt and orderly collection, and accurate reporting and recording of amounts  
28 paid.

1 **ARTICLE 19: EMPLOYEE RIGHTS**

2       **19.1 Review of Personnel Files:** The only personnel files will be the Department personnel  
3 file and the Section personnel file. Additionally, supervisors may keep a “working file” which may  
4 be used for the purpose of developing an annual evaluation. Such materials will be purged from this  
5 working file when the evaluation is finalized. Notes taken for such purpose may be added to the  
6 personnel file.

7       A copy of material placed into an employee’s personnel file(s) shall be provided to the  
8 employee at the time of its placement in the file.

9       Upon request, an Employee can schedule an appointment to review his/her personnel files.  
10 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.  
11 An Employee may also review and copy, upon request, any files to which s/he has a legal right to  
12 access. Employees who challenge material included in their personnel files are permitted to insert  
13 material relating to the challenge.

14       **19.2 Union Representation:** An Employee, at his/her request has the right to Union  
15 representation at any meeting which s/he reasonably believes may lead to disciplinary action against  
16 the Employee. If the employee requests Union representation in such a matter, the Employee will be  
17 provided reasonable time to arrange for Union representation. The parties acknowledge that in  
18 certain instances a reasonable time may be as little as that same day.

19       **19.3 Release Time and Facilities Access:**

20       **19.3.1 Workplace Access:** Any person authorized by the Union to serve as its representative  
21 may visit the work location of other employees at reasonable times for purpose of administering the  
22 terms of this Agreement. The Union shall regularly submit a list of its designated representatives to  
23 the Manager of Design and Construction. Before visiting the work location, the Union representative  
24 must contact the supervisor or manager of that location to ensure that the worksite visit will not  
25 unduly interfere with normal operations at the worksite.

26       **19.3.2 Release Time:** When it is necessary during a Union representative’s work hours for  
27 that Union representative to participate in County meetings (*i.e.*, investigatory interviews, Labor-  
28 management meetings, negotiations, or grievance hearings) the Union representative shall be on paid

1 time. In no instance shall the release of the Union representative for this purpose interfere with  
2 County operations. Release time shall be permitted for contract negotiations for a total of up to two  
3 (2) people from the transit Supervisors' bargaining unit to bargain the contract for the Supervisors'  
4 bargaining unit.

5 **19.3.3 Bulletin Boards:** The County will permit the union to post or distribute, in the  
6 Employees work locations announcement of meetings, elections of officers and other Union  
7 materials, provided there is sufficient space beyond what is required by the County for normal  
8 operations. Only recognized officers, stewards and authorized representatives of the Union will be  
9 entitled to post Union materials.

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1 **ARTICLE 20: CONTRACTING OUT**

2           20.1 The County agrees not to contract out the work typically performed by bargaining unit  
3 members to outside employers if such contracting out would result in a reduction in force of Union  
4 employees in regular full-time positions.

5           20.2 The County agrees not to utilize the services of a consulting firm for the purpose of  
6 providing consultants to perform work traditionally and historically conducted by Union bargaining  
7 unit members, unless the consultants' work is limited to specific project-specific or work order  
8 contracts, or used to augment the workforce on a short-term, temporary basis. This provision does  
9 not preclude the County from hiring contract workers or consultants to augment work performed by  
10 the bargaining unit in a manner that is consistent with the past practice of Design & Construction.

11           20.3 The County agrees that it will not utilize individuals employed by consulting firms in  
12 situations where the individuals are placed under the principal supervision of a County employee who  
13 has authority to direct and assign their work.

14           20.4 The County agrees that work performed by consultants will be limited to providing the  
15 specific work product or service set forth within the terms of the consultant contracts.

16           20.5 If, in order to adhere to County policies and procedures or state, local, and federal grant  
17 conditions for a specific project, the County is required to contract all or part of the work to be  
18 performed due to the limitations imposed by the funding agreement, such contracting, which shall be  
19 limited as to what is required in each agreement, shall not be considered a violation of this Article;  
20 provided that such contracting complies with Article 19.1.

1 **ARTICLE 21: BUS PASSES**

2       21.1 Employees eligible for leave and insured benefits and eligible retirees as defined in this  
3 section shall be issued a transit bus pass entitling the holder to ride without payment of fare on public  
4 transportation services operated by or under the authority of the County. In addition, such employees  
5 shall be entitled to use the transit bus pass to ride without payment of fare on public transportation  
6 services operated by or under the authority of Pierce Transit, Kitsap Transit and Community Transit,  
7 subject to agreements with such agencies as may be entered into by the executive. Use of transit bus  
8 passes shall be restricted to such employees and retirees, and any unauthorized use shall, at a  
9 minimum, result in forfeiture of the passes. Employees not eligible for leave and insured benefits  
10 under this chapter shall not receive transit passes or any transit bus pass subsidy.

11       21.2 For purposes of this section, "eligible retiree" means an employee eligible for leave and  
12 insured benefits under this chapter who (1) separates from employment with the County while  
13 holding a position determined by the director of the Department of Transportation to be dedicated  
14 exclusively to the public transportation function, and (2) on the date of said separation is eligible to  
15 receive benefits from a retirement system established pursuant to state law.

16       21.3 **Automobile Reimbursement:** No employee shall be required as a condition of  
17 employment to provide a personal automobile for use on County business. Any use of a personal  
18 automobile for County business shall be mutually agree to by the County and the employee and shall  
19 be reimbursed at the rate established by the Internal Revenue Service.

1 **ARTICLE 22: WORK OUT-OF-CLASSIFICATION**

2       **22.1 General:** Employees are to be properly paid for their assigned body of work, except in  
3 the case of incidental assignment as described below. No employee may assume the duties of a  
4 higher paid position without formal assignment, except in a bona fide emergency. Employees are not  
5 entitled to classification changes or compensation for work that is not assigned.

6       **22.2 Incidental Assignment:** Nothing in this article shall limit management from assigning  
7 an employee incidental work outside of the employee's current classification; such incidental work  
8 assignment shall not constitute the basis for an out-of-class assignment.

9       **22.3 Special Duty Assignment:** Employees may be assigned work out of their regular  
10 classification on a temporary basis by Special Duty Assignment. Restrictions on the length of the  
11 assignment are governed by County policy and the Personnel Guidelines. If this assigned work is to a  
12 lower classification, the employee will receive his/her normal rate of pay. Compensation for such  
13 special duty assignment shall begin on the day identified in the written assignment.

14       **22.4 Pay on Special Duty:**

15           A. Pay for a special duty assignment shall be to the first step of the pay range of the  
16 existing higher-level job classification or to a pay step in the existing higher classification that  
17 provides at least the equivalent of two steps (approximately 5 percent) increase over the employee's  
18 current rate of pay, whichever is greater.

19           B. Special duty compensation may not exceed the top step of the new range unless the  
20 employee was receiving above-Step-10 merit pay. In those instances, the pay may exceed the  
21 maximum of the new pay range by no more than five percent and shall continue only as long as the  
22 merit pay would have remained in effect.

23           C. When the special duty assignment is completed, the employee's pay shall revert to  
24 the pay rate the employee would have received if the employee had not been assigned to special duty.

25           D. Special duty pay shall not be considered part of an employee's base pay rate for  
26 purposes of placement within a pay range as a result of promotion or reclassification.

27           E. While on Special Duty pension contributions will be made for all hours  
28 compensated in accordance with Article 18.

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2           **22.5 Accretion and other work-out-of-classification:** Incidental assignments can have the  
3 cumulative effect of creating out-of-classification work by accretion when assigned work out of the  
4 employee's current classification becomes the preponderance of the work performed by the employee.  
5 Reorganization, changes in job content or council actions may likewise cause the duties of a position  
6 to change, or a position may be otherwise incorrectly classified. Under these circumstances,  
7 employees may request the Human Resources Director (or designee) to review their job duties to  
8 determine if the duties and responsibilities performed by the employee are more accurately described  
9 in another, more appropriate, job classification.

10           **A. County Classification Review Procedure.** Employees will submit their request  
11 for reclassification by completing a Position Description Questionnaire and forwarding it to the  
12 applicable Human Resources Services Delivery Manager (SDM), who will forward it to the  
13 supervisor for review and comment. After the supervisor has reviewed and commented upon the  
14 PDQ, the PDQ will be returned to the employee for review and comment, and then submitted to the  
15 section manager and the division director before being returned to the applicable SDM for  
16 finalization. Once the PDQ has been finalized, it will be delivered to King County Human Resources  
17 Division for a classification analyst to review the request according to their policies and procedures  
18 and notify the employee of their findings when the review is completed.

19           **B. Effective Date.** The effective date of the reclassification under this article will be  
20 the date the employee submits the PDQ to applicable SDM after review and comment by the  
21 supervisor, or 30 days from the initial submission of the a fully completed PDQ to applicable SDM,  
22 whichever is less (incomplete PDS's will not be considered as received if the applicable HR analyst  
23 returns the PDQ to the employee for further completion).

24           **C. Classification and Compensation.** Classification and compensation shall be in  
25 accordance with this Agreement. If a reclassification results in assignment to a higher paid  
26 classification, then the employee shall receive at least step one of the new pay range or two steps  
27 above the employee's current rate of pay, whichever is highest.

28           **D. Appeal.** The County and the Union agree that disputes relating to the

1 classification of a position will be submitted to the Division Director/designee of Human Resources  
2 Department of Executive Services for reconsideration. If the Union disagrees with the Division  
3 Director's/designee's decision it may, within thirty (30) days, submit the issue to a neutral third party.  
4 The neutral party will be selected in accordance with the grievance procedure in this Agreement. The  
5 decision of the neutral party shall be binding upon all parties. The classification issue (other than  
6 jurisdictional and pay-related) shall be presented to the neutral party and will not be subject to the  
7 King County Personnel Board or binding arbitration.

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1 **ARTICLE 23: SAFETY AND STANDARDS**

2           The County and its employees value a safe working environment and recognize their mutual  
3 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance  
4 with applicable state and federal laws and regulations. The County may create and enforce safety  
5 standards above those required by law, provided that nothing in this Article waives the Union's rights  
6 to collectively bargain. The County shall supply and maintain safety-related items and equipment as  
7 required by law or Department or Division policy or directive.

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1 **ARTICLE 24: PROMOTIONS**

2 The County and the Union agree to develop and maintain a promotional system that will allow  
3 employees to be promoted to job classifications in the bargaining unit depending on their  
4 demonstrated skills, knowledge, and the availability of higher level work and funding. The benefits  
5 to the employees and the organization include the following:

- 6 • Increases efficiency and effectiveness by retaining trained and qualified employees
- 7 • Promotes a productive, high quality work environment
- 8 • Provides employees with career growth opportunities in Design and Construction
- 9 • Enhances employee morale

10 The County and the Union have the following shared interests for filling vacancies of  
11 positions represented by the Union:

- 12 • Hiring the most qualified candidate to fill the position
- 13 • A quick and fair process
- 14 • Promoting from within

15 Management will determine staffing requirements based on an analysis of the business needs.  
16 When new staffing positions are created or vacant positions are to be filled, it will be advertised to the  
17 bargaining unit members. Members shall complete and submit all requested application materials by  
18 the required application deadline.

19 Vacancies may be advertised simultaneously to the Union and outside the Union in the  
20 interest of efficiency. Application materials will be reviewed to identify those bargaining unit  
21 candidates who meet the minimum qualifications of the positions based on the “qualifications” and  
22 “special necessary requirements” listed on the job bulletin. The highly qualified candidates are those  
23 who meet the “highly desirable” and/or “desirable” qualifications listed on the job bulletin. If there  
24 are at least three (3) highly qualified internal applicants, management will interview a minimum of  
25 three (3) highly qualified internal candidates before considering outside candidates. One of these  
26 highly qualified candidates will be selected for the job. If there are fewer than three (3) highly  
27 qualified Union candidates, management may also consider the outside candidates. The most  
28 qualified candidate will be selected. Management’s decision on who is the most qualified applicant is

1 solely within its discretion and is not grievable under this Agreement.

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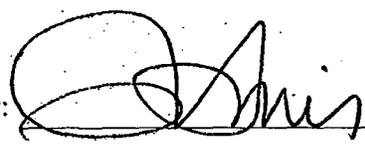
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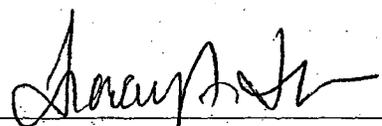
1 ARTICLE 25: DURATION

2 This Agreement shall be effective through December 31, 2011. This Agreement is subject to  
3 ratification by the King County Council.

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APPROVED this 24 day of NOVEMBER, 2008.

By:   
King County Executive

  
Tracey A. Thompson  
Secretary-Treasurer  
International Brotherhood of Teamsters Local 117

cba Code: 153

**ADDENDUM A**

**International Brotherhood of Teamsters Local 117  
Transit Design and Construction Supervisors; Interest Arbitration - DOT  
Wages Effective June 11, 2008**

Union Code: F7

Job Class Code	Peoplesoft Job Class Code	Class Title	King County Squared Table Range	Steps*
7115100	712805	Capital Projects Managing Supervisor	74	1-2-3-4-5
2635100	263303	Real Estate, Land Use & Environ Planning Supervisor	74	1-2-3-4-5
7140500	714604	Transit Engineer V	70	1-2-3-4-5
7140600	714704	Transit Engineer VI	74	1-2-3-4-5

\*These steps equate to Steps 2-4-6-8-10 on the King County "Squared" Table Pay Schedule.

**ADDENDUM B  
AGREEMENT BETWEEN  
KING COUNTY  
AND  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117  
Transit Design and Construction Supervisors  
Interest Arbitration - Department of Transportation**

**3.12.220 Sick leave and time off for medical and family reasons.**

A. Except for employees covered by K.C.C. 3.12.220.G, employees eligible for leave benefits shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight hours per month; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

B. During the first six months of service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave must be reimbursed to the county upon termination.

C. For employees covered by the overtime requirements of the Fair Labor Standards Act, sick leave may be used in one-half hour increments, at the discretion of the appointing authority.

D. There shall be no limit to the hours of sick leave benefits accrued by an eligible employee.

E. Separation from or termination of county employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for nondisciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for nondisciplinary medical reason or be laid off, and return to county employment within two years, accrued sick leave shall be restored, but the restoration shall not apply where the former employment was in a term-limited temporary position.

F.1. Except for employees covered by K.C.C. 3.12.220.G, employees eligible to accrue sick leave and who have successfully completed at least five years of county service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by Title 11 RCW, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving county employment less mandatory withholdings. This provision is predicated on the requirement that, except with the written approval of the executive, the position, if vacated by a nonrepresented employee, shall not be filled until salary savings for such position are accumulated in an amount sufficient to pay the cost of the cashout. For the purposes of this subsection F.1, "retire as a result of length of service" means an employee is eligible, applies for and begins drawing a pension from the Law Enforcement Officers and Firefighters (LEOFF), Public Employees' Retirement System (PERS), Public Safety Employees' Retirement System (PSERS) or the city of Seattle Retirement plan immediately upon terminating county employment.

2.a. In lieu of the remuneration for unused sick leave at retirement, the manager of the human resources division, or the manager's designee, may, with equivalent funds, provide eligible employees with a voluntary employee beneficiary association plan that provides for reimbursement of retiree and other qualifying medical expenses.

b. The manager shall adopt procedures for the implementation of all voluntary employee beneficiary association plans. At a minimum, the procedures shall provide that:

(1) each group of employees hold an election to decide whether to implement a voluntary employee beneficiary association plan for a defined group of employees. The determination of the majority of voting employees in a group shall bind the remainder. Elections for represented employees shall be conducted by the appropriate bargaining representative. Elections for non-represented employees shall be conducted in accordance with procedures established by the manager;

(2) the manager has discretion to determine the scope of employee groups voting on whether to adopt a voluntary employee beneficiary association plan. The manager shall consult with bargaining representatives and elected officials in determining the scope of voting groups;

(3) any voluntary employee beneficiary association plan implemented in accordance with

this subsection F.2. complies with federal tax law. Disbursements in accordance with this subsection F.2. shall be exempt from withholdings, to the extent permitted by law; and

(4) employees shall forfeit remuneration under subsections F.1. and 2. of this section if the employee belongs to a group that has voted to implement a voluntary employee beneficiary association plan and the employee fails to execute forms that are necessary to the proper administration of the plan within twelve months of retirement by reason of length of service, as defined in subsection F.1. of this subsection.

G. Uniformed employees covered under the LEOFF Retirement System-Plan I shall apply for disability retirement under RCW 41.26.120.

H. An employee must use all of his or her accrued sick leave and any donated sick leave before taking unpaid leave for his or her own health reasons. If the injury or illness is compensable under the county's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave. For a leave for family reasons, the employee shall choose at the start of the leave whether the particular leave would be paid or unpaid; but when an employee chooses to take paid leave for family reasons he or she may set aside a reserve of up to eighty hours of accrued sick leave. An employee who has exhausted all of his or her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his or her appointing authority. Sick leave shall be used for the following reasons

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

2. The employee's incapacitating injury, but:

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

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

c. an employee may not collect sick leave and workers' compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the county;

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

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

5. The employee's medical or dental appointments, provided that the employee's appointing authority has approved the use of sick leave for such appointments;

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

7. To care for other family members, if:

a. the employee has been employed by the county for twelve months or more and has worked a minimum of nine hundred ten hours (thirty-five-hour employee) or one thousand forty hours (forty-hour employee) in the preceding twelve months;

b. the family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and

c. the reason for the leave is one of the following:

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

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

(3) care of a family member who suffers from a serious health condition.

I. An employee may take a total of up to eighteen work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in K.C.C. 3.12.220.H.6. and K.C.C.

3.12.220.H.7, combined, within a twelve-month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

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

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

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

J. Use of donated leave shall run concurrently with the eighteen work week family medical leave entitlement.

K. The county shall continue its contribution toward health care benefits during any unpaid leave taken under K.C.C. 3.12.220.I.

L. Department management is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be required to substantiate the health condition of the employee or family member for leave requests.

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

1.a. the same position he or she held when the leave commenced; or

b. a position with equivalent status, benefits, pay and other terms and conditions of employment; and

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

N. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from county service. (Ord. 15557 § 1, 2006: Ord. 13377 § 3, 1998: Ord. 12943 § 7, 1997: Ord. 12422 § 2, 1996: Ord. 12014 § 21, 1995).

**ADDENDUM C**  
**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117**  
**Transit Design and Construction Supervisors**  
**Interest Arbitration - Department of Transportation**

**RCW 49.12.270**

**Sick leave, time off — Care of family members.**

(1) If, under the terms of a collective bargaining agreement or employer policy applicable to an employee, the employee is entitled to sick leave or other paid time off, then an employer shall allow an employee to use any or all of the employee's choice of sick leave or other paid time off to care for: (a) A child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take advance leave until it has been earned. The employee taking leave under the circumstances described in this section must comply with the terms of the collective bargaining agreement or employer policy applicable to the leave, except for any terms relating to the choice of leave.

(2) Use of leave other than sick leave or other paid time off to care for a child, spouse, parent, parent-in-law, or grandparent under the circumstances described in this section shall be governed by the terms of the appropriate collective bargaining agreement or employer policy, as applicable.

[2002 c 243 § 1; 1988 c 236 § 3.]

**Notes:**

**Effective date -- 2002 c 243:** See note following RCW 49.12.265.

**Legislative findings -- 1988 c 236:** "The legislature recognizes the changing nature of the work force brought about by increasing numbers of working mothers, single parent households, and dual career families. The legislature finds that the needs of families must be balanced with the demands of the workplace to promote family stability and economic security. The legislature further finds that it is in the public interest for employers to accommodate employees by providing reasonable leaves from work for family reasons. In order to promote family stability, economic security, and the public interest, the legislature hereby establishes a minimum standard for family care. Nothing contained in this act shall prohibit any employer from establishing family care standards more generous than the minimum standards set forth in this act." [1988 c 236 § 1.]

**Effective date -- 1988 c 236:** "This act shall take effect on September 1, 1988." [1988 c 236 § 12.]

**Implementation -- 1988 c 236:** "Prior to September 1, 1988, the department of labor and industries may take such steps as are necessary to ensure that chapter 236, Laws of 1988 is implemented on September 1, 1988." [1988 c 236 § 10.]

**Severability -- 1988 c 236:** "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [1988 c 236 § 11.]



King County

## Checklist and Summary of Changes for the attached Memorandum of Agreement

<b>Name of Agreement</b>
<b>International Brotherhood of Teamsters Local 117 (Transit Design and Construction Supervisors - Department of Transportation, Interest Arbitration), Memorandum of Agreement. Subject: Wage Rate For Transit Engineer V</b>
<b>Labor Negotiator</b>
<b>David Levin</b>

<b>Prosecuting Attorney's Review</b>	<b>Yes</b>
<b>Document Tracking System Routing Form; Motion or Ordinance</b>	<b>Yes</b>
<b>Executive Letter</b>	<b>Yes</b>
<b>Fiscal Note</b>	<b>Yes</b>
<b>Six Point Summary</b>	<b>Yes</b>
<b>King County Council Adopted Labor Policies Contract Summary</b>	<b>Yes</b>
<b>Ordinance</b>	<b>Yes</b>
<b>Original Signed Agreement(s)</b>	<b>Yes</b>
<b>Does transmittal include MOU/MOA? Only MOA</b>	<b>Yes</b>

<b>Six Point Summary of changes to the attached agreement:</b>
1. This agreement adjusts the rates of pay of the Transit Engineer V's in the Transit Design and Construction Supervisors bargaining unit. This agreement was reached as a result of a reopener in the collective bargaining agreement to discuss the effects of an interest arbitration decision in another bargaining unit. There are three Transit Engineer V's in who will receive a salary range increase as a result of this agreement.
2. This agreement provides for a one-time lump-sum payment to the three Transit Engineer V's in the bargaining unit.
3. This agreement concludes the negotiations under the reopener provision of the collective bargaining agreement.
4.
5.
6.



**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** International Brotherhood of Teamsters Local 117  
(Transit Design and Construction Supervisors -  
Department of Transportation, Interest Arbitration)

**TERM OF CONTRACT:** June 11, 2008 through December 31, 2011.

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** Supervisory work in the Transit Design and Construction Section

**NEGOTIATOR:** David Levin

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Pre-layoff process, notice, and recall rights are specified by the underlying contract.
➤ <b>INTEREST-BASED BARGAINING:</b>	The parties conducted bargaining in a manner that attempted to satisfy the parties' interests.
➤ <b>VACATION ACCRUAL &amp; SICK LEAVE CASHOUT:</b>	The underlying contract's accruals and cashout provisions are consistent with King County Code.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The underlying contract includes a comprehensive equal employment opportunity clause.
➤ <b>CONTRACTING OUT OF WORK:</b>	The underlying contract contains a provision about the contracting out of work that strikes a balance between the bargaining unit's preservation of its work jurisdiction and the county's need to perform its services.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The underlying contract allows for employee release time to participate in Labor-Management Committees.
➤ <b>DISCIPLINE &amp; GRIEVANCES:</b>	The underlying contract has just cause protection and binding arbitration for grievances. Parties are encouraged to try alternative dispute resolution before filing formal claims.
➤ <b>MEDIATION:</b>	The underlying contract does not address mediation, although the parties may jointly agree to resolve disputes through mediation. The parties have previously used mediation to resolve disputes.
➤ <b>CONTRACT CONSOLIDATION:</b>	N/A
➤ <b>BENEFITS TRUST PLAN:</b>	The underlying contract has a provision whereby the employees contribute to the Western Conference of Teamsters Pension Trust.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** International Brotherhood of Teamsters Local 117  
(Transit Design and Construction Supervisors -  
Department of Transportation, Interest Arbitration)

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>HEALTH BENEFITS COST SHARING:</b>	The underlying contract states that health insurance is provided through the Joint Labor Management Insurance Committee Agreement.
➤ <b>RELEASE TIME:</b>	Release time was consistent with county policy.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	Bargaining was a product of a reopener in the underlying contract. No timelines were specified under the reopener for the completion of negotiations. The parties negotiated for several months to reach this agreement.
➤ <b>TIMELINESS OF IMPLEMENTATION:</b>	This agreement will be timely implemented.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The underlying contract is consistent with county policy on the use of temporary and part-time employees.
➤ <b>USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:</b>	The underlying contract's leave provisions are consistent with county policy and state and federal law.

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	All employees are paid on a biweekly basis.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	Yes.
➤ <b>NO STRIKE PROVISION:</b>	The underlying contract contains a standard no strike provision.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	None specified in the underlying contract.
➤ <b>HOURS OF WORK:</b>	The standard workweek for this bargaining unit is 40 hours.
➤ <b>PERFORMANCE EVALUATIONS:</b>	Annual performance evaluations are provided to the unit.

October 26, 2009

The Honorable Dow Constantine  
Chair, King County Council  
Room 1200  
COURTHOUSE

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the International Brotherhood of Teamsters Local 117 (Transit Design and Construction Supervisors, Interest Arbitration) Memorandum of Agreement for the period of June 11, 2008, through December 31, 2011. This agreement covers three employees in the Department of Transportation.

Employees in this bargaining unit perform supervisory-level work in the Design and Construction Section of the Metro Transit Division. This agreement only affects the Transit Engineer V classification in the bargaining unit. There are three employees in this job classification.

Both the Technical Employees Association (TEA) Transit Design and Construction Staff unit and the International Brotherhood of Teamsters Local 117 (Teamsters) Transit Design and Construction Supervisors unit contain Transit Engineer V's and VI's. When the Teamsters' Supervisors bargaining unit settled its collective bargaining agreement with the county for the term of June 11, 2008, through December 31, 2011, bargaining was still underway with the TEA. The county agreed to reopen negotiations with the Teamsters when the TEA bargaining concluded, in order to address any wage disparities. The TEA bargaining concluded with an interest arbitration decision being issued which increased the wages of the Transit Engineer V classification. The Teamsters then reopened negotiations. This Memorandum of Agreement adjusts the wages of the three Transit Engineer V's in the bargaining unit and provides for a one-time lump-sum payment to each of the three employees.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our

The Honorable Dow Constantine  
October 26, 2009  
Page 2

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

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

Sincerely,

Kurt Triplett  
King County Executive

Enclosures

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