

**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**TECHNICAL EMPLOYEES' ASSOCIATION**  
**Metro Transit Department, Capital Division - Transit Staff**  
**01/01/19 - 12/31/24**

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**AGREEMENT BETWEEN****KING COUNTY****AND****TECHNICAL EMPLOYEES' ASSOCIATION****Metro Transit Department, Capital Division - Transit Staff****ARTICLE 1: PREAMBLE**

These Articles constitute an Agreement between King County (County) and the Technical Employees' Association (hereinafter referred to as the "Association" or "TEA"). The intent and purpose of this Agreement is to promote a collaborative relationship between the parties and to set forth the wages, hours and working conditions of such employees as covered by this Agreement.

**ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

**2.1 Recognition:** The County recognizes the Association as the exclusive bargaining representative with respect to wages, hours and working conditions of employment for all employees in the Design and Construction section of the Transit Division of the Department of Transportation, excluding supervisors, managers, confidential employees, short term temporary employees and all other employees of the employer. **2.2 Association Membership:** All employees covered under the terms of this Agreement may voluntarily join the Association as a member and receive all rights, privileges and benefits of Association membership.

**2.3 Dues Deduction Procedure and Indemnification:** The County shall deduct regular monthly dues and fees from the Association member employee's paycheck when voluntarily authorized in writing by the Association member employee. A copy of the legally compliant employee signed authorization will be provided to the County before deductions are made. The deductions will be transferred to TEA monthly. TEA shall refund any amounts paid to it in error upon presentation of proper evidence thereof. TEA will indemnify, defend, and hold the County harmless against any claims made and any suit instituted against the County on account of the application of any provision of this article as it relates to the collection of TEA dues and assessments. The County shall notify TEA of changes in employment and membership status on a monthly basis.

1           **2.4 Union Notification:** The County will supply the Association with the following  
2 information within five (5) working days of a new employee's date of hire or date when the employee  
3 becomes newly eligible to join the Association:

- 4           1. First and last name
- 5           2. Home address
- 6           3. Home phone number (if the member wants to provide it)
- 7           4. Work e-mail address
- 8           5. Job classification/title
- 9           6. Department
- 10          7. Division
- 11          8. Work location
- 12          9. Date of hire
- 13          10. Hourly or salary pay status
- 14          11. Rate of pay
- 15          12. FTE status

16           **2.5 Release Time for New Employees:** The County shall provide each new bargaining unit  
17 member thirty (30) minutes of release time to meet with the Association within the first month of  
18 employment.

19           **2.6 Maintenance of Working Conditions:** The County recognizes its obligation to negotiate  
20 wages, hours and working conditions with TEA.

21           **2.7 Application of Personnel Guidelines:** As set forth below, the 2005 King County  
22 Personnel Guidelines shall apply to members of this bargaining unit where the Collective Bargaining  
23 Agreement is silent or ambiguous. The 2005 Personnel Guidelines (except those identified below to  
24 have no application) shall replace any pre-existing practice between the parties, provided that nothing  
25 in those Guidelines will be interpreted or applied to circumvent the parties' collective bargaining  
26 obligations. However, should any genuine established practice arise subsequent to January 1, 2005,  
27 and such practice conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a  
28 matter on which the Agreement is either silent or ambiguous), then the practice shall govern. Should

the Guidelines be invoked to interpret the contract, the arbitrator reserves the right to determine what weight should be given alongside those other interpretive factors that an arbitrator might conclude appropriate.

Except as expressly noted, definitions in the Personnel Guidelines shall apply to the interpretation of the Personnel Guidelines only.

The parties agree that the following provisions of the King County Personnel Guidelines (2005) are preempted by the terms of the parties' Collective Bargaining Agreement:

Preamble/Disclaimer

Section 1.3

Chapter 4

Chapter 5

Sections 6.5, 6.6, 6.9, and 6.13 - 6.15

Chapter 9

Sections 11.1, 11.2, and 11.4

Sections 12.4, 12.5

Sections 14.1-14.6 and 14.9-14.15

Section 15.3

Chapter 16

Chapter 17

Chapter 18

Section 19.4

Chapter 22

### **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

1           **4.2** The parties acknowledge that during the negotiations which resulted in this Agreement,  
2 each had the unlimited right and opportunity to make demands and proposals with respect to any  
3 subject or matter appropriate for collective bargaining, and that the understanding and agreements  
4 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.  
5 Therefore, the County and TEA, for the life of this Agreement, each voluntarily and unqualifiedly  
6 waive the right and each agrees that the other shall not be obligated to bargain collectively with  
7 respect to any subject or matter.

8           **4.3 Modification:** Should the parties agree to amend or supplement the terms of this  
9 Agreement, such amendments or supplements shall be in writing and effective when signed by the  
10 parties.

## 11 **ARTICLE 5: DISCIPLINE AND PROBATION**

12           **5.1 Discipline:** The County may discipline an employee for just cause. Discipline may  
13 include, but is not limited to, verbal or written reprimands, delay or withholding of a salary step  
14 increase, reduction of pay, demotion, disciplinary transfers, and suspensions without pay and/or  
15 discharge of the Employee.

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

23           **5.2 Probation:** New Employees, including those new to a position, shall be subject to a six  
24 (6) month probationary period. Employees who have been assigned to a position as an acting or TLT  
25 shall be provided credit for such time toward this period, at the discretion of the appointing authority.  
26 A probationary period may be extended beyond six (6) months, but no more than 12 months, upon  
27 agreement of the County, the employee, and the TEA.

28           **5.3 Probationary Period Upon Promotion:** An employee who does not successfully

complete the probationary period in a position to which the employee has been promoted shall be restored to the employee's former position, former salary, and all other benefits to which the employee would have been entitled if the promotion had not occurred if the former position is still vacant (has not been offered and accepted by an applicant), and the position still exists. If the former position is unavailable, the individual will be offered any vacant Transit TEA represented position for which they meet the essential qualifications for the classification and the specific qualifications for the position. If they refuse to accept an offered position in a lower pay range than the position they initially vacated, they will be laid off. If they accept a lower range position, they will have recall rights to the next available position of the classification they had at the time of the initial promotion. If they refuse to accept a position of equal range and similar duties (to the position originally vacated) for which they meet the essential qualifications, they will be placed on the recall list for two years. Provided further, there are no reversion rights if the employee is discharged for cause.

#### **ARTICLE 6. GRIEVANCE PROCEDURE**

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

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

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

Unless otherwise indicated, days in this Article will mean calendar days. Any time limits stipulated in the grievance procedure may be extended by mutual agreement of the parties in writing. If either party fails to respond within the designated time frames, the grieving party may, at its option, continue to demand a response, or pursue the grievance to the next step of the resolution process within the required time limit.

1           **6.2 Grievance Steps:** A grievance in the interest of a majority of the employees in the  
2 bargaining unit shall be reduced to writing by TEA and may, at its discretion, be introduced at Step 2  
3 of the grievance procedure within twenty-one (21) days of the alleged violation or within twenty-one  
4 (21) days of when TEA reasonably should have known of the alleged violation. A grievance filed on  
5 behalf of the County will be introduced at Step 3 of the grievance within twenty-one (21) days of  
6 when the County should have reasonably known of the alleged violation.

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

8           **Step 1:** A grievance shall be submitted in writing by TEA or the employee, within twenty  
9 (21) days of the alleged contract violation or within twenty-one (21) days of when TEA reasonably  
10 should have known of the alleged violation to the grieving employee's immediate supervisor. The  
11 grievance shall include a description of the incident, the date it occurred and the applicable  
12 provision(s) of the collective bargaining agreement that is alleged to have been violated. The parties  
13 agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor  
14 shall answer the grievance in writing to TEA within fourteen (14) days after being notified of the  
15 grievance.

16           **Step 2:** If the grievance is not resolved at Step 1, TEA may forward the grievance to the  
17 Capital Division Director or designee within twenty-one (21) days of the Step 1 written response.  
18 The Capital Division Director or designee shall convene a meeting with TEA within fourteen (14)  
19 days after receipt of the grievance. The meeting may include the aggrieved employee(s) at their  
20 option. The Capital Division Director or designee shall answer the grievance in writing to TEA  
21 within twenty-one (21) days after the meeting.

22           **Step 3:** TEA shall have fourteen (14) days from the issuance of the Step 2 response to  
23 advance the grievance to Step 3, otherwise the grievance shall be presumed to be resolved. TEA's  
24 request to advance the grievance to Step 3 must be made in writing to the Director of the King  
25 County Office of Labor Relations or designee copying the Labor Negotiator. The TEA representative  
26 must sign the request to advance a grievance to Step 3.

27           The Director of the King County Office of Labor Relations or designee will schedule a  
28 meeting with the TEA staff representative and employee, if desired, within thirty (30) days of the

1 referral to Step 3. The Director or designee shall issue a written decision within fourteen (14)  
2 calendar days of the Step 3 meeting.

3 A grievance filed by the County shall be filed with the TEA President. The grievance shall  
4 include a description of the incident, the date it occurred, and the applicable provision(s) of the  
5 collective bargaining agreement alleged to have been violated.

6 **Step 4:** If the grievance is not resolved at Step 3, either of the signatory parties to this  
7 agreement may submit the grievance to binding arbitration. Within thirty (30) days of the Step 3  
8 response either party may file a Demand for Arbitration. TEA's demand will be filed with the  
9 Director of the Office of Labor Relations or designee. The County's demand will be filed with the  
10 TEA President.

11 After the Demand for Arbitration is filed, the County and TEA will meet to select by mutual  
12 agreement an arbitrator. If the parties are unable to arrive at an agreement, either party may petition  
13 for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC), after  
14 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 **A.** 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 **B.** The decision of the arbitrator shall be final, conclusive and binding upon the  
23 County, TEA and the employee involved.

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

27 **D.** 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 to the arbitrator.

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

**6.4 Mediation:** At any step in the process by mutual agreement the parties may submit the dispute to mediation. If the mediation is not successful, the grievance will be reinstated at the step it was prior to submission to mediation.

## **ARTICLE 7: HOLIDAYS**

### **7.1 Celebrated Holidays:**

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

| <i><b>Holiday</b></i>            | <i><b>Date Celebrated</b></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            |
| Juneteenth                       | June 19th                     |
| Independence Day                 | July 4th                      |
| Labor Day                        | First Monday in September     |
| Indigenous Peoples' Day          | Second Monday in October      |
| Veteran's Day                    | November 11th                 |
| Thanksgiving Day                 | Fourth Thursday in November   |
| Day after Thanksgiving           | Day Following Thanksgiving    |
| Christmas Day                    | December 25th                 |

B. And, any special or limited holidays as declared by the president of the United States or governor as approved by the State of Washington, and as approved by the Council.

1 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a holiday, and  
2 any holiday falling on a Saturday shall be observed on the preceding Friday. To receive holiday pay,  
3 an eligible employee must be in pay status the scheduled workday before and the scheduled workday  
4 after the holiday. However, an employee who has successfully completed at least five (5) years of  
5 County service and who retires at the end of a pay period in which the last regularly scheduled  
6 working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay  
7 status the day before the day observed as a holiday. Holiday pay for non-exempt employees shall not  
8 exceed eight (8) hours of pay in a work unit that has a standard forty-hour (40-hour) work week  
9 schedule.

10 **7.2 Personal Holidays:** Effective following implementation of this Agreement, regular,  
11 probationary, provisional and term-limited temporary employees shall receive two (2) personal  
12 holidays to be added to their vacation bank. Personal holidays will be awarded in the first full pay  
13 period of the year or upon hire. In no event shall there be more than two (2) personal holidays  
14 awarded per year. These days may be used in the same manner as any vacation day earned.

15 **7.3 Part-time Scheduled Employees:** Regular, probationary, provisional and part-time term-  
16 limited temporary employees who work a part-time schedule receive paid holidays prorated based on  
17 their work schedule consistent with 7.1 and 7.2.

18 **7.4 Holiday Compensation:**

19 **A.** Full-time non-exempt employees who are eligible for holiday pay shall receive  
20 time and one-half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in 7.1.A.  
21 above. This holiday compensation for hours actually worked on a holiday shall be in addition to the  
22 eight (8) straight time hours of holiday pay. Employees who work the holiday shall either receive an  
23 additional day's pay at their regular, straight-time hourly rate or shall at their option receive a  
24 substitute holiday, use of which must be scheduled like vacation leave. Substitute holidays not taken  
25 within the calendar year in which they are earned shall be compensated for in cash.

26 **B.** Non-exempt part-time employees who are eligible for holiday pay and are assigned  
27 to work on a holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual  
28 hours worked. In addition to the holiday compensation for actual hours worked, the employees shall

1 receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay  
2 shall be pro-rated based on the employees regularly scheduled working hours. Employees will not be  
3 compensated for holidays falling on days that they are not regularly scheduled to work.

4 C. For those non-exempt employees whose normal shift is longer than eight (8) hours  
5 in order to receive their normal salary, shall be provided an option to either work additional hours in  
6 the pay period that does not result in overtime or deduct hours from their annual leave bank.

7 **7.5 Holiday Staffing:** The County may use reduced staffing on holidays consistent with  
8 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating  
9 through the list of employees by classification and seniority. If there are insufficient volunteers,  
10 employees will be selected by the County using a rotation process. Employees may exchange  
11 assigned holidays so long as the County incurs no additional costs. Employees proposing the  
12 exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the  
13 holiday. Any exchange of holiday assignments will obligate both employees to work those days that  
14 they have exchanged.

## **ARTICLE 8: VACATIONS**

### **8.1 *Vacation Leave Accrual Schedule:***

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

| <b>Beginning with Year</b> | <b>Ending With Year</b> | <b>Months of Service</b> | <b>Vacation Accrual Rate</b> | <b>Approximate Days Accrued Per Year (based on 2080 hours)</b> |
|----------------------------|-------------------------|--------------------------|------------------------------|----------------------------------------------------------------|
| 0                          | 5                       | 000 thru 060             | 0.0462 X Basis Hours         | 12                                                             |
| 6                          | 8                       | 061 thru 096             | 0.0577 X Basis Hours         | 15                                                             |
| 9                          | 10                      | 097 thru 120             | 0.0616 X Basis Hours         | 16                                                             |
| 11                         | 16                      | 121 thru 192             | 0.0770 X Basis Hours         | 20                                                             |
| 17                         | 17                      | 193 thru 204             | 0.0808 X Basis Hours         | 21                                                             |
| 18                         | 18                      | 205 thru 216             | 0.0847 X Basis Hours         | 22                                                             |
| 19                         | 19                      | 217 thru 228             | 0.0885 X Basis Hours         | 23                                                             |
| 20                         | 20                      | 229 thru 240             | 0.0924 X Basis Hours         | 24                                                             |
| 21                         | 21                      | 241 thru 252             | 0.0962 X Basis Hours         | 25                                                             |
| 22                         | 22                      | 253 thru 264             | 0.1001 X Basis Hours         | 26                                                             |
| 23                         | 23                      | 265 thru 276             | 0.1039 X Basis Hours         | 27                                                             |
| 24                         | 24                      | 277 thru 288             | 0.1078 X Basis Hours         | 28                                                             |
| 25                         | 25                      | 289 thru 300             | 0.1116 X Basis Hours         | 29                                                             |
| 26                         | n/a                     | 301 and beyond           | 0.1154 X Basis Hours         | 30                                                             |

**8.2 *Part-time Employees:*** comprehensive leave benefit eligible employees who work a part-time schedule shall accrue vacation leave in accordance with the leave schedule set forth in 8.1; provided, however, such accrual rates shall be prorated to reflect their normally scheduled work week.

1           **8.3 Vacation Accrual:** Comprehensive leave eligible employees shall accrue vacation leave  
2 from their date of hire in a leave eligible position. Employees who work less than a full-time  
3 schedule shall receive a pro-rated leave to reflect their normally scheduled workweek.

4           **8.4 Vacation Eligibility:** Comprehensive leave eligible employees shall not be eligible to  
5 take or be paid for vacation leave until they have successfully completed their first six (6) months of  
6 County service in a leave eligible position, and if they leave County employment prior to successfully  
7 completing their first six (6) months of County service, shall forfeit and not be paid for accrued  
8 vacation leave. Vacation may not be used until earned.

9           **8.5 Vacation Payout:** Comprehensive leave eligible employees shall be paid for accrued  
10 vacation leave to their date of separation up to the applicable maximum accrual amount, as provided  
11 in Article 8.7, if they have successfully completed their first six (6) months of County service.  
12 Payment shall be the accrued vacation leave multiplied by the employee's rate of pay in effect upon  
13 the date of leaving County employment less mandatory withholdings. If an employee leaves prior to  
14 successful completion of the six months of County service, they shall forfeit and not be paid for  
15 accrued vacation leave.

16           **8.6 Vacation Schedules:** The manager/designee will be responsible for scheduling vacation  
17 of employees in such a manner as to achieve the greatest vacation opportunity for the employees  
18 while maintaining the efficient functioning of the work unit. No employee shall work for  
19 compensation for the County in any capacity during the time that the employee is on vacation.

20           **8.7 Maximum Accrual:** Employees eligible for vacation leave may accrue up to 480 hours  
21 vacation prorated to reflect their normally scheduled workday. Comprehensive leave eligible  
22 employees hired into a TEA represented position after December 31, 2024, may accrue up to 320  
23 hours vacation, unless they are eligible for the 480 hour cap in their position immediately prior to hire  
24 into a TEA represented position, prorated to reflect their normally scheduled workday. Employees  
25 eligible for vacation leave shall use vacation leave beyond the maximum accrual amount prior to the  
26 end of the pay period that includes December 31<sup>st</sup> of each year. Failure to use vacation leave beyond  
27 the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum  
28 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.

**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 their first six (6) months of County service in a comprehensive leave benefit eligible position, payment of unused vacation leave up to the applicable maximum accrual amount, as provided under Article 8.7, shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

**8.9 Vacation Rate on Return:** If a comprehensive leave eligible employee 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.

**8.10 Partial Payments:** Employees who are FLSA overtime eligible may use vacation leave in whole hours and fractions of an hour up to two decimal places. FLSA-exempt employees may use vacation in increments of not less than one (1) day.

**8.11 Vacation Donation:** Any comprehensive leave eligible employee may donate to any other comprehensive leave eligible employee a portion of their 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.

**A. Approval Required:** A comprehensive leave benefit eligible employee may donate a portion of their accrued vacation leave to another comprehensive leave eligible employee. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

**B. Limitations:** The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed their maximum vacation accrual.

1                   **C. Return of Unused Donations:** Donated vacation leave hours must be used within  
2 ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90)  
3 days or due to the death of the receiving employee will revert to the donor. Donated vacation leave  
4 hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes  
5 of this Article, the first hours used by an employee will be accrued vacation leave hours.

6 **ARTICLE 9: SICK LEAVE**

7                   **9.1 Sick Leave:** Regular, probationary, provisional and term-limited temporary employees,  
8 (herein “comprehensive leave eligible employees”) will accrue sick leave benefits at the rate of 0.04616  
9 hours for each hour in pay status exclusive of overtime up to a maximum of 3.6928 hours per biweekly  
10 pay period (which is usually 96 hours per year); except that if an hourly employee works in excess of  
11 seventy-four (74) hours in one week, the employee shall accrue sick leave at the rate of 0.025 hours for  
12 each hour worked in excess of seventy-four (74) hours. Employees shall accrue sick leave from their  
13 date of hire in a leave eligible position. Employees are not entitled to sick leave if not previously  
14 earned. Employees who are FLSA overtime eligible may use sick leave in whole hours and fractions  
15 of an hour up to two decimal places at the discretion of their immediate supervisor. FLSA-exempt  
16 employees may use sick leave in increments of not less than one (1) day.

17                   **9.2 Donation of Sick Leave Hours:**

18                   **A. Written Notice Required:** A comprehensive leave eligible employee may donate  
19 a portion of their accrued sick leave to another employee eligible for leave benefits upon written  
20 notice to the donating and receiving employee’s department director(s).

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

25                   **C. Return of Unused Donations:** Donated sick leave hours must be used within  
26 ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the  
27 receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick  
28 leave payoff cashout provisions contained in this Agreement, and sick leave restoration provisions

1 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be  
2 accrued sick leave hours.

3 **D. 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 **E. 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. Unused donated vacation and sick leave will be reconverted based on the donor's  
10 straight time hourly rate at the time of re-conversion. An employee eligible for paid leave benefits  
11 may donate accrued vacation and/or sick leave in accordance with procedures set forth under Chapter  
12 3.12.223 of the King County Code (K.C.C.).

13 **9.3 Unlimited Accrual:** There will be no limit to the hours of sick leave benefits accrued by  
14 employees eligible for comprehensive leave benefits.

15 **9.4 Restoration following Separation:** Should a regular employee resign in good standing, be  
16 laid off or separated for non-disciplinary medical reasons and return to County employment within two  
17 (2) years, their accrued sick leave will be restored.

18 **9.5 Pay upon Separation/Retirement:** An employee who is eligible for comprehensive leave  
19 benefits who has successfully completed at least five (5) years of County service and who retires as a  
20 result of length of service or who separates by reason of death will be paid, or their estate as provided  
21 for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their unused,  
22 accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving  
23 County employment, less mandatory withholdings.

24 **9.6 Leave Without Pay for Health Reasons:** An employee must use all of their sick leave  
25 before taking unpaid leave for their own health reasons. If the injury can be compensated under the  
26 County's workers compensation program, then the employee has the option to augment or not  
27 augment time loss payments with the use of their accrued sick leave.

28 **9.7 Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of their sick

1 leave may use accrued vacation leave before going on leave of absence without pay.

2 **9.8 Leave Without Pay for Family Reason:** For a leave for family reasons, the employee  
3 will choose at the start of the leave whether the particular leave would be paid or unpaid (see 9.11);  
4 but, when an employee chooses to take paid leave for family reasons they may set aside a reserve of  
5 up to eighty (80) hours of accrued sick leave.

6 **9.9 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

7 **A. An absence:**

8 1. resulting from the employee's mental or physical illness, injury, or health  
9 condition;

10 2. to accommodate the employee's need for medical diagnosis, care or  
11 treatment of a mental or physical illness, injury or health condition; or

12 3. for the employee's need for preventive medical care;

13 **B. To allow the employee to provide care:**

14 1. for a family member with a mental or physical illness, injury or health  
15 condition;

16 2. for a family member who needs medical diagnosis, care or treatment of a  
17 mental or physical illness, injury or health condition; or

18 3. for a family member who needs preventive medical care;

19 **C. When a King County facility is closed by order of public official for any health-**  
20 **related reason, or when an employee's child's school or place of care is closed by order of a public**  
21 **official for a health-related reason;**

22 **D. For absences that qualify for leave under the domestic violence leave act, chapter**  
23 **49.76 RCW; and**

24 **E. For family and medical leave available under federal law, state law or King County**  
25 **ordinance.**

26 **F. For purposes of sick leave, "family member" means any of the following:**

27 1. A child, including a biological, adopted or foster child, a stepchild or a child  
28 to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of

age or dependency status, or the child of the employee's domestic partner;

2. The parent of an employee, employee's spouse or employee's domestic partner. Parent includes:

(a) a biological parent;

(b) an adoptive parent;

(c) a de facto parent;

(d) a foster parent;

(e) a stepparent;

(f) a legal guardian; or

(g) a person who stood or stands in loco parentis to the employee, employee's spouse or employee's domestic partner.

3. A spouse;

4. A domestic partner;

5. A grandparent;

6. A grandchild; or

7. A sibling.

G. The employee's incapacitating injury, provided that:

1. 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.

2. An employee may not collect sick leave and worker's compensation wage replacement pay for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

**9.10 Provider Certification:** The manager/designee and employee are responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests, subject to the limitations contained in RCW 49.46.

**ARTICLE 10: FMLA/KCFML**

**10.1 Federal Family and Medical Leave Act:**

A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12 month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury or illness.

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved.

C. In order to be eligible for FMLA, an employee must have been employed by the County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior to the commencement of leave.

**10.2 King County Family and Medical Leave:**

A. As provided by King County Code, an eligible employee may take up to 18 weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the FMLA or other family and medical leaves available under federal or state law.

1                    **B.** The leave may be continuous or intermittent, when medically necessary.

2 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster  
3 care child may only be taken when approved. KCFML shall run concurrently with other federal,  
4 state, and County leaves to the extent allowed, including but not limited to the FMLA, Washington  
5 State Paid Family and Medical Leave Act (PFML), and the Washington State Family Care Act.

6                    **C.** In order to be eligible for KCFML leave under this Article, an employee must have  
7 been employed by the County for at least 12 months and have worked at least 1,040 hours in the  
8 preceding 12 month period for a 40 week employee or 910 hours in the preceding 12 month period  
9 for a 35 hour week employee.

10                   **D.** An employee who returns from KCFML within the time provided under this  
11 Article is entitled to the same position the employee occupied when the leave commenced or a  
12 position with equivalent pay, benefits, and conditions of employment.  
13

14                   **10.3** Failure of an employee to return to work by the expiration date of leave under this  
15 Article may be cause for termination of the employee from County service.  
16

## 17 **ARTICLE 11: PAID PARENTAL LEAVE**

18                   **11.1** Paid Parental Leave (PPL) supplements a comprehensive leave eligible employee's  
19 accrued paid leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a new  
20 child.  
21

22                   **11.2. Benefit Amount:** An employee's supplemental parental leave benefit is calculated  
23 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt  
24 placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be  
25 taken within one year of the child's birth or placement in the home. The employee will receive the  
26 equivalent of their full salary for up to a total of 12 weeks, when combined with the employee's  
27 accrued leave (except for one week of sick leave and one week of vacation leave, or the equivalent  
28

1 for Benefit Time). The employee is permitted to use the supplemental leave first. Additionally, the  
2 employee may choose to take less than 12 weeks of leave. PPL is not subject to cash out. An  
3 employee who does not return to work for at least six months of continuous service following the  
4 leave, will be required to reimburse the County for the PPL funds received.

5 **11.3. Eligibility:** The PPL benefit is available to all comprehensive leave eligible employees  
6 who have been employed with the County for at least six months of continuous service at the time of  
7 the qualifying event. If both parents work for the County, then each employee is entitled to up to 12  
8 weeks of PPL.  
9

10 **11.4. Benefit Period:** PPL must be used within 12 months of the qualifying event. An  
11 employee may use PPL on an intermittent or part-time basis, so long as it is consistent with the  
12 department's operational needs, and it is approved in writing by the employee's supervisor prior to  
13 the leave.  
14

15 **11.5. Concurrency:** PPL will run concurrently with the County's family and medical leave,  
16 as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

17 **11.6. Job Protection:** PPL is protected leave. Barring layoffs, an employee's job cannot be  
18 eliminated while the employee is on leave. Further, no retaliatory action may be taken against an  
19 employee for participating or planning to participate in the program.  
20

21 **11.7. Health and Leave Benefits:** The employee will continue to receive all health benefits  
22 and shall continue to accrue vacation and sick leave during the period of PPL. For purposes of  
23 overtime calculations, PPL shall be considered the equivalent of sick leave.

## 24 **ARTICLE 12: OTHER LEAVES**

25 **12.1 Organ Donation Leave:** The manager/designee shall allow all employees eligible for  
26 comprehensive leave benefits who are voluntarily participating as donors in life-giving or life-saving  
27 procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood  
28

1 transfusions to take five (5) days paid leave, which shall not be charged to sick or vacation leave,  
2 provided that:

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

7  
8           B. The employee provides written proof from an accredited medical institution,  
9 organization or individual as to the need for the employee to donate bone marrow, a kidney, or other  
10 organs or tissue or to participate in any other medical procedure where the participation of the donor  
11 is unique or critical to a successful outcome.

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

14  
15           **12.2 Bereavement Leave:**

16           A. Employees eligible for leave benefits shall be granted up to five days, maximum  
17 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the  
18 employee's immediate family.

19           B. Immediate family shall be defined as the employee's spouse or domestic partner,  
20 and the parent, grandparent, child, son or daughter-in law, grandchild, sibling of the employee,  
21 employee's spouse or the employee's domestic partner, or an employee's legal guardian, ward or any  
22 person over whom the employee has legal custody.

23  
24           C. Employees who are not eligible for comprehensive leave benefits may be granted  
25 leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

26           D. When a holiday or regular day off falls during the leave, it shall not be charged as  
27 bereavement leave.  
28

1 E. Any additional paid leave may be approved by mutual agreement between the  
2 County and the employee.

3 **12.3 Examination Leave:** Employees eligible for comprehensive leave benefits shall be  
4 entitled to necessary time off with pay for the purpose of participating in County qualifying or  
5 promotional examinations. This shall include time required to complete any required interviews.

6 **12.4 Jury Duty Leave:** Employees eligible for comprehensive leave benefits who are  
7 ordered on a jury shall be entitled to their regular County pay; provided, that fees for such jury duty  
8 are deposited, exclusive of mileage, with the Finance and Business Operations Division of the  
9 Department of Executive Services. Employees shall report back to their supervisor on their next  
10 scheduled workday when dismissed from jury service.

11 **12.5 Leave for Volunteer Service:** Employees may use up to three days of their accrued sick  
12 leave each year to perform volunteer services at a local school, or at a non-profit on the approved list  
13 for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall  
14 submit such request in writing, per collective bargaining and department leave request procedures,  
15 specifying the name of the school and/or organization and the nature of the volunteer services to be  
16 performed. Additionally, the employee's supervisor may request in advance that the employee obtain  
17 written proof of the service from the volunteer organization or school.

18 **12.6 Military Leave:** Employees shall receive military leave in accordance with King  
19 County policy, state, and federal law, as amended.

20 **12.7 Executive Leave:** Employees who are exempt from the overtime provisions of the  
21 FLSA shall be eligible for up to ten (10) days of Executive Leave annually. All employees who are  
22 exempt from overtime shall receive at least three (3) days of Executive Leave annually.

23 **12.8 Leave Without Pay:**

24 **A. Short-Term Leaves of Absence:** A leave of absence without pay, not covered by  
25  
26  
27  
28

1 any other provision of this Agreement, for a period not exceeding 30 consecutive days may be  
2 granted to a leave eligible employee by the employee's Department Director or designee.

3 **B. Long-Term Leaves of Absence:** The Department Director or designee may grant  
4 a leave of absence without pay, not covered by any other provision of this Agreement, for  
5 nonmedical reasons for a period longer than 30 days. Requests for leaves of absence without pay that  
6 are for medical/health reasons for a period longer than 30 days must be approved by the Director of  
7 Human Resources or the Director's designee. Long-term leaves may be unconditional, or conditional  
8 with any conditions set forth in writing at the time that the leave is approved with the understanding  
9 that barring required budget cuts or layoffs, the employer shall reinstate the employee to the same  
10 position or a position with equivalent status, pay, benefits and other employment terms upon the  
11 employee's return with no loss of seniority.  
12

13 **C. Early Return:** An employee who is on a leave of absence without pay, not  
14 covered by any other provision of this Agreement, may return from the leave before its expiration  
15 date if the employee provides the director with advance written notice to that effect at least 15 days  
16 before the date of return for leaves without pay that were granted for non-medical related purposes.  
17

## 18 **12.9 Closure of County Facilities:**

### 19 **A. Pay for employees in case of facility closure:**

20 **1.** If a facility is closed by order of the County Executive, regular, provisional,  
21 probationary and term limited temporary employees scheduled to work will be paid their normal  
22 salary or hourly wage until such time as the facility is reopened, alternative worksites are arranged, or  
23 a reduction in force is implemented. If the shutdown extends for more than one week, the status of  
24 displaced workers may be reviewed by the Executive to determine whether a reduction in force due  
25 to either lack of funds or lack of work is in order. This applies to affected overtime exempt as well as  
26 hourly employees.  
27  
28

1 Employees who previously request and have been approved for time off (e.g., vacation, sick  
2 leave, compensatory time off, executive leave, leaves of absence) will have hours deducted from their  
3 accruals as approved.

4 Employees designated as first responders and mission critical employees who are unable to  
5 report to work will have their time charged to vacation, comp-time (hourly), Executive Leave  
6 (salaried) or leave without pay unless the agency director determines that regular pay is warranted  
7 and waives the charging of the time missed.  
8

9 2. Where a department or division director or agency administrator closes  
10 operations in their agency during the workday or orders employees to leave the premises because of  
11 safety concerns, employees (regular, provisional, probationary and term limited temporary) scheduled  
12 to work will be paid for the normally scheduled work day.  
13

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

17 **B. Pay for employees where facilities remain open for business:**

18 Where a department, office or facility remains open, but conditions prevent an employee from  
19 reporting to work:  
20

21 1. The employee will notify their supervisor as soon as possible.

22 2. The employee may request, and the supervisor may approve, the use of  
23 compensatory time, executive leave, vacation time, or leave without pay to cover absences resulting  
24 from a county emergency, critical incident, or inclement weather. Sick leave may not be used in such  
25 instances except where appropriate under sick leave provisions of the King County Code, Personnel  
26 Guidelines and this collective bargaining agreement.  
27  
28

## **ARTICLE 13: HOURS OF WORK AND OVERTIME**

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

**13.2 Overtime Payment:** Employees covered by this bargaining unit who are FLSA-exempt are expected to work the hours necessary to satisfactorily perform their jobs. These employees are not eligible for overtime payments.

A. FLSA non-exempt employees shall be paid at an overtime rate of one and one half times their regular rate of pay for all hours worked in excess of their regularly scheduled work day or work week. Unworked hours in a paid status (e.g., vacation, sick leave) shall be counted toward the overtime eligibility threshold.

B. All overtime shall be authorized in advance by the division manager/designee in writing, except in emergencies.

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

A. Employee participation shall be on a voluntary basis unless the Section Manager

1 determines that an alternative schedule is essential to the business needs of the organization. The  
2 establishment of and approval for alternative work schedules is vested solely within the purview of  
3 the County and may be changed from time to time. Such changes will normally require at least two  
4 (2) weeks' notice to the employee.

5           **B.** If a holiday designated pursuant to Section 7.1 falls on a Saturday or on a Friday  
6 that is the normal day off, then the holiday will be taken on the last normal workday before the  
7 holiday. If a designated holiday falls on a Monday that is the normal day off or on a Sunday, then the  
8 holiday will be taken on the next normal workday after the holiday. This schedule will be followed  
9 unless the employee and their supervisor determine that some other day will be taken for the holiday;  
10 provided, however, that in such case the holiday time must be used no later than the end of the  
11 following pay period.  
12

13           **C.** If multiple employees in a work group desire an alternative work schedule with the  
14 same days off, the County may, upon written notice to TEA, subject requests for alternative  
15 schedules to a bidding process, with priority given to employees in order of decreasing seniority.  
16

17           **D.** Employees who currently work on an alternative work schedule shall be permitted  
18 to retain that work schedule, subject to the management approval requirements in Section A.  
19

20           **13.4 Compensatory Time:** An overtime eligible employee may request, and with approval of  
21 the manager/designee, may receive compensatory time off in lieu of overtime pay. Such time shall  
22 be earned at the rate of one and one-half (1.5X) hours for each hour worked.

23           **13.5 Emergency Call Back:**

24           An FLSA non-exempt employee covered by this Agreement who is called to duty after  
25 completion of their regular shift or work week shall be granted a minimum of four (4) hours pay at  
26 the applicable overtime rates.  
27

28           An Emergency Call Back shall be defined as a circumstance where an employee has left the

1 work premises at the completion of their regular work shift and is required to report to duty prior to  
2 the start of their next regularly scheduled work shift. An employee who is called back to report to  
3 work before the commencement of their regular work shift shall be compensated in accordance with  
4 the Emergency Call Back provisions of this Collective Bargaining Agreement.

5 **13.6 Telecommuting:** TEA and the County mutually recognize the importance of regularly  
6 reporting to the assigned work site for the purposes of accomplishing work, however, consistent with  
7 past practice, an employee may occasionally request, and a supervisor may occasionally approve, an  
8 alternative telecommuting work schedule for a limited period of time for the purpose of  
9 accommodating and balancing the individual needs of an employee and the business needs of the  
10 organization. Additionally, employees are covered by the Department of Human Resources  
11 Telecommuting Policy, and any amendments thereto.

12 **13.7 Home Free Guarantee:** The County will operate a program to provide employees with  
13 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,  
14 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated  
15 overtime that day which requires the employee to leave work at other than the employee's regularly  
16 scheduled quit time. Determination of what constitutes a qualified emergency will be made at each  
17 worksite by the employee designated by the County. Employees can exercise their home free  
18 guarantee a maximum of eight (8) times per calendar year.

## 19 **ARTICLE 14: REDUCTION IN FORCE**

20 **14.1 Order of layoff:** In the event of a reduction in force due to lack of work, lack of funds  
21 or considerations of efficiency, the order of layoff will be determined by classification on the basis of  
22 seniority. Where two or more regular employees within a classification are of equal seniority,  
23 bargaining unit seniority shall determine the order of layoff between those employees. If the  
24 employees are still tied after consideration of bargaining unit seniority, total County service shall

break the tie. If the employees are still tied, the County shall break the tie by considering merit.

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

**14.3 Classification Series:** The classification series shall be as follows:

1. Transit Engineers
2. Transit Designers
3. Transit Construction Management
4. Transit Project Control Engineer
5. Project/Program Manager
6. Administrative Specialist
7. Administrator
8. Business and Finance Officer
9. Real Property Agent
10. Transit Environmental Planner
11. Database Administrator

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

**14.4** Employees may only bump into lower-level classifications within the same classification series or into another classification in the bargaining unit in which they obtained regular status.

1           **14.5 Example:**

- 2                   1. Employer decides to layoff an Engineer III.
- 3                   2. There are 3 Engineer IIIs. One with 2 years as an Engineer III, one with 4 years,
- 4 one with 6 years.
- 5                   3. The Engineer III with 2 years will be laid off.
- 6                   4. The laid off Engineer III may try to bump into a lower classification in the series or
- 7 into another classification in the bargaining unit in which they obtained regular status. If the
- 8 Engineer III had 2 prior years as an Engineer II, the Engineer III has 4 years for purpose of bumping
- 9 into the Engineer II classification.

10           **14.6 Qualifications:** No employee may bump another employee in a classification unless the

11 bumping employee meets the essential qualifications for the classification and the specific

12 qualifications for the position to which they intend to bump.

13           **14.7 Re-call Rights:** A regular employee who is laid off will have recall rights to their

14 previous position for two (2) years from the date of layoff. An employee retains their recall rights if

15 they accept a lesser position with the County. An employee who is laid off shall forfeit their recall

16 rights if they refuse a recall.

17           **14.8 Notice of Recall:** A regular employee will have ten (10) days from the date the notice

18 of recall is sent by certified mail in which to notify the County of whether they will accept the

19 position. The County will consider the employee's failure to notify the County within ten (10) days a

20 refusal; however, if the County determines that there are warranting circumstances, it may accept a

21 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep

22 the County informed of their current address.

23           **14.9 Reinstatement:** A regular employee recalled within two (2) years from the time of

24 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of

25 layoff, and vacation leave accrual rate restored.

26           **ARTICLE 15: NON-DISCRIMINATION**

27                   The County shall not unlawfully discriminate against any employee with respect to

28 compensation, terms, conditions or privileges of employment because of race, color, creed, religion,

1 national origin, age, sex, sexual orientation, TEA activities, marital status, physical, mental or  
2 sensory disability.

3 The County and the Association shall not unlawfully discriminate against any individual  
4 employee with respect to compensation, terms, conditions or privileges of employment by reason of  
5 sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or  
6 expression, age except by minimum age and retirement provisions, status as a family caregiver,  
7 military status or status as a veteran who was honorably discharged or who was discharged solely as a  
8 result of the person's sexual orientation or gender identity or expression.

## 9 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

10 **16.1 No Work Stoppages:** The County and the Association agree that the public interest  
11 requires efficient and uninterrupted performance of County services and to this end pledge their best  
12 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association  
13 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform  
14 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
15 County functions by employees under this Agreement and, should same occur, the Association agrees  
16 to take appropriate steps to end such interference. Any concerted action by employees shall be  
17 deemed a work stoppage if any of the above activities occurs.

18 **16.2 Association's Responsibilities:** Upon notification in writing by the County to the  
19 Association that any of its bargaining unit members are engaged in work stoppage, the Association  
20 shall immediately, in writing, order such members to immediately cease engaging in such work  
21 stoppage and provide the County with a copy of such order. In addition, if requested by the County,  
22 a responsible official of the Association shall publicly order such employees to cease engaging in  
23 such a work stoppage.

## 24 **ARTICLE 17: MEDICAL, DENTAL AND LIFE PLAN**

25 The County will provide medical, dental and life insurance plans for all benefits-eligible  
26 employees in accordance with Addendum B of this Agreement.

## 27 **ARTICLE 18: SAVINGS CLAUSE**

28 Should any part hereof or any provision in this Agreement be rendered or declared invalid by

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

## **ARTICLE 19: WAGE RATES**

**19.1** Wage rates under this Agreement are set forth in Addendum A of this agreement.

**19.2** General Wage Increases shall be ninety-five percent (95%) of the Seattle CPI-U June/June with a two percent (2%) floor and a six percent (6%) ceiling as follows:

A. Effective January 1, 2019, employees shall be eligible to receive a 2.41 percent wage increase.

B. Effective January 1, 2020, employees shall be eligible to receive a 2.00 percent wage increase.

C. Effective January 1, 2021, employees shall be eligible to receive a 4.75 percent wage increase.

D. Effective January 1, 2022, employees shall be eligible to receive a 6.00 percent wage increase.

E. Effective January 1, 2023, employees shall be eligible to receive a 5.02 percent wage increase.

F. Effective January 1, 2024, employees shall be eligible to receive a percentage-based wage increase equal to ninety-five percent (95%) of the Seattle CPI-U June/June with a two percent (2%) floor and a six percent (6%) ceiling.

**19.3 Step Increase and Merit Pay:** Upon satisfactory completion of a six (6) month probationary period, regular employees shall be advanced to Step 2, if the rate currently held is Step 1. A one-step increase for completion of probation for regular employees at Step 2 or above is permissive, and may be given at the discretion of the appointing authority.

Every employee who received at least a satisfactory year-end evaluation and who is not at the top of their schedule will advance one step on January 1 of the following year. An employee at the

top of their schedule shall be eligible for merit increases according to the existing practice.

**19.4 Licensing and Stamping:** Employees who hold Professional Engineering licenses or American Institute of Architecture licenses shall be eligible for the following monthly premiums:

1. \$50 for employees who have PE or AIA licenses.
2. An additional \$50 for employees who have PE or AIA licenses and whose positions require the stamping of engineering or architectural plans.

## **ARTICLE 20: EMPLOYEE RIGHTS**

### **20.1 Review of Personnel Files:**

The only personnel files will be the Department personnel file and the Section personnel file. Additionally, supervisors may keep a “working file” which may be used for the purpose of developing an annual evaluation. Such materials will be purged from this working file when the evaluation is finalized. Notes taken for such purpose may be added to the personnel file.

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

Upon request, an Employee can schedule an appointment to review their personnel files. An Employee may authorize their Association representative to obtain a copy of their personnel files. An Employee may also review and copy, upon request, any files to which they have a legal right to access. Employees who challenge material included in their personnel files are permitted to insert material relating to the challenge.

**20.2 Association Representation:** An Employee, at their request has the right to Association representation at any meeting which they reasonably believe may lead to disciplinary action against the Employee. If the employee requests TEA representation in such a matter, the Employee will be provided reasonable time to arrange for TEA representation. The parties acknowledge that in certain instances a reasonable time may be as little as that same day.

### **20.3 Release Time and Facilities Access:**

**A. Workplace Access:** An employee authorized by TEA to serve as its representative may visit the work location of other employees at reasonable times for purpose of administering the terms of this Agreement. TEA shall regularly submit a list of its designated representatives to the

County. If the TEA representative is making a worksite visit during their regular work hours, they will obtain agreement from their supervisor. Before visiting the work location, the TEA representative must contact the supervisor or manager of that location to ensure that the worksite visit will not unduly interfere with normal operations at the worksite.

**B. Release Time:** When it is necessary during a TEA representative's work hours for that TEA representative to participate in County meetings (i.e., investigatory interviews, Labor-management meetings, negotiations, or grievance hearings) the TEA representative shall be on paid time. In no instance shall the release of the TEA representative for this purpose interfere with County operations. Release time shall be permitted for contract negotiations for a total of three (3) employees unless the parties agree to permit more. Other representation activities (i.e., preparation for collective bargaining, preparation for grievance hearings or arbitrations, advice on completing forms or reports requested by the County, etc.) by TEA representatives must be conducted outside of regular work hours.

**C. Bulletin Boards:** The County will permit the Association to post or distribute, in the Employees' work locations announcement of meetings, elections of officers, and other Association materials, provide there is sufficient space beyond what is required by the County for normal operations. Only recognized officers, stewards and authorized representatives of the TEA will be entitled to post TEA materials.

**D. Email, photocopies, and faxes:** The County recognizes that certain minimal use by the Association of County equipment and facilities is consistent with County business needs. Employees who are designated by TEA as representatives may make limited use of County telephones, fax machines, copiers, and similar equipment for the use of contract administration. Use of phones or fax machines shall not be for long distance calls. In addition, such employee representatives may use the County electronic mail system for communications relating to contract administration. Any use of county equipment or facilities must be use which is brief in duration and accumulation, and which does not interfere with or impair the conduct of official County business. The contours of this right are meant to parallel the County policy as regards the use of county telephones for personal calls. The Association understands that any communication sent on County

1 equipment may be monitored by the County to the extent permitted by law. Any communication  
2 must adhere to any and all County policies relating to proper communication in the workplace.

### 3 **ARTICLE 21: CONTRACTING OUT**

4       **21.1** The County agrees not to contract out the work typically performed by TEA members to  
5 outside employers if such contracting out would result in a reduction in force of Association  
6 employees in regular full-time positions.

7       **21.2** The County agrees not to utilize the services of a consulting firm for the purpose of  
8 providing consultants to perform work traditionally and historically conducted by TEA bargaining  
9 unit members, unless the consultants' work is limited to specific project-specific or work order  
10 contracts, or used to augment the workforce on a short-term, temporary basis. This provision does  
11 not preclude the County from hiring contract workers or consultants to augment work performed by  
12 the bargaining unit in a manner that is consistent with the past practice of Design & Construction.

13       **21.3** The County agrees that it will not utilize individuals employed by consulting firms in  
14 situations where the individuals are placed under the principal supervision of a County employee who  
15 has authority to direct and assign their work.

16       **21.4** The County agrees that work performed by consultants will be limited to providing the  
17 specific work product or service set forth within the terms of the consultant contracts.

18       **21.5** If, in order to adhere to County policies and procedures or state, local, and federal grant  
19 conditions for a specific project, the County is required to contract all or part of the work to be  
20 performed due to the limitations imposed by the funding agreement, such contracting, which shall be  
21 limited as to what is required in each agreement, shall not be considered a violation of this Article;  
22 provided that such contracting complies with Article 19.1.

### 23 **ARTICLE 22: BUS PASSES**

24       **22.1** Eligible employees and retirees will receive the transportation benefits provided in King  
25 County Code. The County will provide employees who retire with bus passes at no cost in  
26 accordance with current practice and County ordinance.

27       **22.2** For purposes of this section, "eligible retiree" means an employee eligible for leave and  
28 insured benefits under this chapter who (1) separates from employment with the County while

1 holding a position determined by the director of the Department of Transportation to be dedicated  
2 exclusively to the public transportation function, and (2) on the date of said separation is eligible to  
3 receive benefits from a retirement system established pursuant to state law.

4 **22.3 Automobile Reimbursement:** No employee shall be required as a condition of  
5 employment to provide a personal automobile for use on County business. Any use of a personal  
6 automobile for County business shall be mutually agreed to by the County and the employee and  
7 shall be reimbursed at the rate established by the Internal Revenue Service.

#### 8 **ARTICLE 23: WORK-OUT-OF-CLASSIFICATION**

9 **23.1 General:** Employees are to be properly paid for their assigned body of work, except in  
10 the case of incidental assignment as described below. No employee may assume the duties of a  
11 higher paid position without formal assignment, except in a bona fide emergency. Employees are not  
12 entitled to classification changes or compensation for work that is not assigned.

13 **23.2 Incidental Assignment:** Nothing in this article shall limit management from assigning  
14 an employee incidental work outside of the employee's current classification; such incidental work  
15 assignment shall not constitute the basis for an out-of-class assignment.

16 **23.3 Special Duty Assignment:** Employees may be assigned work out of their regular  
17 classification on a temporary basis by Special Duty Assignment. Restrictions on the length of the  
18 assignment are governed by County policy and the Personnel Guidelines. If this assigned work is to  
19 a lower classification, the employee will receive their normal rate of pay. Compensation for such  
20 special duty assignment shall begin on the day identified in the written assignment.

#### 21 **23.4 Pay on Special Duty:**

22 A. Pay for a special duty assignment shall be to the bottom of the pay range of the  
23 existing higher-level job classification or to a pay step in the existing higher classification that  
24 provides the step equivalent of approximately 5 percent increase over the employee's current rate of  
25 pay, whichever is greater.

26 B. Special duty compensation may not exceed the top step of the new range unless the  
27 employee was receiving above top of range merit pay. In those instances, the pay may exceed the  
28 maximum of the new pay range by no more than five percent and shall continue only as long as the

merit pay would have remained in effect.

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

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

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

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

**B. Effective Date:** The effective date of reclassification under this article will be the date the employee submits the PDQ to applicable SDM after review and comment by the supervisor,

1 or 30 days from the initial submission of a fully completed PDQ to applicable SDM, whichever is  
2 less (incomplete PDQ's will not be considered as received if the applicable HR analyst returns the  
3 PDQ to the employee for further completion).

4 **C. Classification and Compensation:** Classification and compensation shall be in  
5 accordance with this Agreement. If a reclassification results in assignment to a higher paid  
6 classification, then the employee shall receive at least the bottom of the new pay range or the step  
7 equivalent of approximately 5 percent above the employee's current rate of pay, whichever is highest.  
8

9 **D. Appeal:** The County and the Association agree that disputes relating to the  
10 classification of a position will be submitted to the Division Director/designee of Human Resources  
11 Department for reconsideration. If the Association disagrees with the Division Director's/designee's  
12 decision it may, within thirty (30) days, submit the issue to a neutral third party. The neutral party  
13 will be selected in accordance with the grievance procedure in this Agreement. The decision of the  
14 neutral party shall be binding upon all parties. The classification issue (other than jurisdictional and  
15 pay-related) shall be presented to the neutral party and will not be subject to the King County  
16 Personnel Board or binding arbitration.  
17

#### 18 **ARTICLE 24: SAFETY AND STANDARDS**

19 The County and its employees value a safe working environment and recognize their mutual  
20 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance  
21 with applicable state and federal laws and regulations. The County may create and enforce safety  
22 standards above those required by law, provided that nothing in this Article waives TEA's rights to  
23 collectively bargain. The County shall supply and maintain safety-related items and equipment as  
24 required by law or Department or Division policy or directive.  
25  
26  
27  
28

## **ARTICLE 25: PROMOTIONS**

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

- Increases efficiency and effectiveness by retaining trained and qualified employees
- Promotes a productive, high quality work environment
- Provides employees with career growth opportunities within the Capital Division
- Enhances employee morale

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

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

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

Vacancies may be advertised simultaneously to the Association and outside the Association in the interest of efficiency. Application materials will be reviewed to identify those bargaining unit candidates who meet the minimum qualifications of the positions based on the “qualifications” and “special necessary requirements” listed on the job bulletin. The highly qualified candidates are those who meet the “highly desirable” and/or “desirable” qualifications listed on the job bulletin. If there are at least three (3) highly qualified internal applicants, management will interview a minimum of

three (3) highly qualified candidates before considering outside candidates. One of these highly qualified candidates will be selected for the job. If there are fewer than three (3) highly qualified Association candidates, management may also consider the outside candidates. The most qualified candidate will be selected. Management's decision on who is the most qualified applicant is solely within its discretion and is not grievable under this Agreement.

#### **ARTICLE 26: DURATION**

This Agreement and each of its provisions shall be in full force and effect, applied retroactively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2019, through December 31, 2024.

Either party may initiate negotiations upon written notice to the other within one hundred eighty (180) days of the expiration of this Agreement or at a mutually agreed time.

**APPROVED** this 5th day of October, 2023.

By:



King County Executive

Technical Employees' Association:

DocuSigned by:



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Alton Gaskill, President

**2023 Wage Table**

| <b>Classification Title</b>         | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> | <b>Step 10</b> |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Administrative Office Assistant     | 23.6957       | 24.8467       | 25.4430       | 26.0536       | 26.6789       | 27.3192       | 27.9749       | 28.6463       | 29.3338       | 30.0378        |
| Administrative Specialist I         | 26.0498       | 27.3152       | 27.9708       | 28.6421       | 29.3295       | 30.0334       | 30.7542       | 31.4923       | 32.2481       | 33.0221        |
| Administrative Specialist II        | 28.6248       | 30.0153       | 30.7357       | 31.4734       | 32.2288       | 33.0023       | 33.7944       | 34.6055       | 35.4360       | 36.2865        |
| Administrative Specialist III       | 31.4885       | 33.0181       | 33.8105       | 34.6220       | 35.4529       | 36.3038       | 37.1751       | 38.0673       | 38.9809       | 39.9164        |
| Business and Finance Officer I      | 35.1976       | 36.9074       | 37.7932       | 38.7002       | 39.6290       | 40.5801       | 41.5540       | 42.5513       | 43.5725       | 44.6182        |
| Business and Finance Officer II     | 41.6451       | 43.6681       | 44.7161       | 45.7893       | 46.8882       | 48.0135       | 49.1658       | 50.3458       | 51.5541       | 52.7914        |
| Business and Finance Officer III    | 46.1516       | 48.3935       | 49.5549       | 50.7442       | 51.9621       | 53.2092       | 54.4862       | 55.7939       | 57.1330       | 58.5042        |
| Business and Finance Officer IV     | 51.9650       | 54.4893       | 55.7970       | 57.1361       | 58.5074       | 59.9116       | 61.3495       | 62.8219       | 64.3296       | 65.8735        |
| Database Administrator- Senior      | 51.9650       | 54.4893       | 55.7970       | 57.1361       | 58.5074       | 59.9116       | 61.3495       | 62.8219       | 64.3296       | 65.8735        |
| Database Administrator-Journey      | 43.8551       | 45.9854       | 47.0890       | 48.2191       | 49.3764       | 50.5614       | 51.7749       | 53.0175       | 54.2899       | 55.5929        |
| Project/Program Manager I           | 41.8660       | 43.8997       | 44.9533       | 46.0322       | 47.1370       | 48.2683       | 49.4267       | 50.6129       | 51.8276       | 53.0715        |
| Project/Program Manager II          | 47.1029       | 49.3910       | 50.5764       | 51.7902       | 53.0332       | 54.3060       | 55.6093       | 56.9439       | 58.3106       | 59.7101        |
| Project/Program Manager III         | 53.0411       | 55.6176       | 56.9524       | 58.3193       | 59.7190       | 61.1523       | 62.6200       | 64.1229       | 65.6619       | 67.2378        |
| Project/Program Manager IV          | 59.7099       | 62.6104       | 64.1131       | 65.6518       | 67.2274       | 68.8409       | 70.4931       | 72.1849       | 73.9173       | 75.6913        |
| Real Property Agent I               | 33.4583       | 35.0836       | 35.9256       | 36.7878       | 37.6707       | 38.5748       | 39.5006       | 40.4486       | 41.4194       | 42.4135        |
| Real Property Agent II              | 43.8551       | 45.9854       | 47.0890       | 48.2191       | 49.3764       | 50.5614       | 51.7749       | 53.0175       | 54.2899       | 55.5929        |
| Real Property Agent III             | 48.5058       | 50.8620       | 52.0827       | 53.3327       | 54.6127       | 55.9234       | 57.2656       | 58.6400       | 60.0474       | 61.4885        |
| Real Property Agent IV              | 54.6268       | 57.2804       | 58.6551       | 60.0628       | 61.5043       | 62.9804       | 64.4919       | 66.0397       | 67.6247       | 69.2477        |
| Special Project Manager I           | 57.4999       | 60.2930       | 61.7400       | 63.2218       | 64.7391       | 66.2928       | 67.8838       | 69.5130       | 71.1813       | 72.8896        |
| Special Project Manager II          | 60.2961       | 63.2250       | 64.7424       | 66.2962       | 67.8873       | 69.5166       | 71.1850       | 72.8934       | 74.6428       | 76.4342        |
| Transit Construction Management I   | 33.4583       | 35.0836       | 35.9256       | 36.7878       | 37.6707       | 38.5748       | 39.5006       | 40.4486       | 41.4194       | 42.4135        |
| Transit Construction Management II  | 39.6078       | 41.5318       | 42.5286       | 43.5493       | 44.5945       | 45.6648       | 46.7608       | 47.8831       | 49.0323       | 50.2091        |
| Transit Construction Management III | 46.1516       | 48.3935       | 49.5549       | 50.7442       | 51.9621       | 53.2092       | 54.4862       | 55.7939       | 57.1330       | 58.5042        |
| Transit Construction Management IV  | 54.6268       | 57.2804       | 58.6551       | 60.0628       | 61.5043       | 62.9804       | 64.4919       | 66.0397       | 67.6247       | 69.2477        |
| Transit Construction Management V   | 60.4402       | 63.3761       | 64.8971       | 66.4546       | 68.0495       | 69.6827       | 71.3551       | 73.0676       | 74.8212       | 76.6169        |
| Transit Construction Management VI  | 63.6111       | 66.7011       | 68.3019       | 69.9411       | 71.6197       | 73.3386       | 75.0987       | 76.9011       | 78.7467       | 80.6366        |

**2023 Wage Table**

| <b>Classification Title</b>          | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> | <b>Step 10</b> |
|--------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Transit Designer I                   | 27.0588       | 28.3732       | 29.0542       | 29.7515       | 30.4655       | 31.1967       | 31.9454       | 32.7121       | 33.4972       | 34.3011        |
| Transit Designer II                  | 31.7961       | 33.3406       | 34.1408       | 34.9602       | 35.7992       | 36.6584       | 37.5382       | 38.4391       | 39.3616       | 40.3063        |
| Transit Designer III                 | 37.0135       | 38.8115       | 39.7430       | 40.6968       | 41.6735       | 42.6737       | 43.6979       | 44.7467       | 45.8206       | 46.9203        |
| Transit Designer IV                  | 39.6078       | 41.5318       | 42.5286       | 43.5493       | 44.5945       | 45.6648       | 46.7608       | 47.8831       | 49.0323       | 50.2091        |
| Transit Designer V                   | 43.8551       | 45.9854       | 47.0890       | 48.2191       | 49.3764       | 50.5614       | 51.7749       | 53.0175       | 54.2899       | 55.5929        |
| Transit Designer VI                  | 51.9650       | 54.4893       | 55.7970       | 57.1361       | 58.5074       | 59.9116       | 61.3495       | 62.8219       | 64.3296       | 65.8735        |
| Transit Engineer I                   | 37.0135       | 38.8115       | 39.7430       | 40.6968       | 41.6735       | 42.6737       | 43.6979       | 44.7467       | 45.8206       | 46.9203        |
| Transit Engineer II                  | 43.8551       | 45.9854       | 47.0890       | 48.2191       | 49.3764       | 50.5614       | 51.7749       | 53.0175       | 54.2899       | 55.5929        |
| Transit Engineer III                 | 51.9650       | 54.4893       | 55.7970       | 57.1361       | 58.5074       | 59.9116       | 61.3495       | 62.8219       | 64.3296       | 65.8735        |
| Transit Engineer IV                  | 57.4999       | 60.2930       | 61.7400       | 63.2218       | 64.7391       | 66.2928       | 67.8838       | 69.5130       | 71.1813       | 72.8896        |
| Transit Engineer V                   | 60.4402       | 63.3761       | 64.8971       | 66.4546       | 68.0495       | 69.6827       | 71.3551       | 73.0676       | 74.8212       | 76.6169        |
| Transit Engineer VI                  | 63.6111       | 66.7011       | 68.3019       | 69.9411       | 71.6197       | 73.3386       | 75.0987       | 76.9011       | 78.7467       | 80.6366        |
| Transit Environmental Planner I      | 37.0135       | 38.8115       | 39.7430       | 40.6968       | 41.6735       | 42.6737       | 43.6979       | 44.7467       | 45.8206       | 46.9203        |
| Transit Environmental Planner II     | 43.8551       | 45.9854       | 47.0890       | 48.2191       | 49.3764       | 50.5614       | 51.7749       | 53.0175       | 54.2899       | 55.5929        |
| Transit Environmental Planner III    | 51.9650       | 54.4893       | 55.7970       | 57.1361       | 58.5074       | 59.9116       | 61.3495       | 62.8219       | 64.3296       | 65.8735        |
| Transit Project Control Engineer I   | 37.0135       | 38.8115       | 39.7430       | 40.6968       | 41.6735       | 42.6737       | 43.6979       | 44.7467       | 45.8206       | 46.9203        |
| Transit Project Control Engineer II  | 43.8551       | 45.9854       | 47.0890       | 48.2191       | 49.3764       | 50.5614       | 51.7749       | 53.0175       | 54.2899       | 55.5929        |
| Transit Project Control Engineer III | 51.9650       | 54.4893       | 55.7970       | 57.1361       | 58.5074       | 59.9116       | 61.3495       | 62.8219       | 64.3296       | 65.8735        |
| Transit Project Control Engineer IV  | 57.4999       | 60.2930       | 61.7400       | 63.2218       | 64.7391       | 66.2928       | 67.8838       | 69.5130       | 71.1813       | 72.8896        |

**2024 Wage Table**

| <b>Classification Title</b>         | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> | <b>Step 10</b> |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Administrative Office Assistant     | 24.7360       | 25.9376       | 26.5601       | 27.1975       | 27.8502       | 28.5186       | 29.2030       | 29.9039       | 30.6216       | 31.3565        |
| Administrative Specialist I         | 27.1935       | 28.5145       | 29.1988       | 29.8996       | 30.6172       | 31.3520       | 32.1044       | 32.8749       | 33.6639       | 34.4718        |
| Administrative Specialist II        | 29.8818       | 31.3333       | 32.0853       | 32.8553       | 33.6438       | 34.4512       | 35.2780       | 36.1247       | 36.9917       | 37.8795        |
| Administrative Specialist III       | 32.8709       | 34.4676       | 35.2948       | 36.1419       | 37.0093       | 37.8975       | 38.8070       | 39.7384       | 40.6921       | 41.6687        |
| Business and Finance Officer I      | 36.7426       | 38.5274       | 39.4521       | 40.3990       | 41.3686       | 42.3614       | 43.3781       | 44.4192       | 45.4853       | 46.5769        |
| Business and Finance Officer II     | 43.4733       | 45.5851       | 46.6791       | 47.7994       | 48.9466       | 50.1213       | 51.3242       | 52.5560       | 53.8173       | 55.1089        |
| Business and Finance Officer III    | 48.1778       | 50.5181       | 51.7305       | 52.9720       | 54.2433       | 55.5451       | 56.8782       | 58.2433       | 59.6411       | 61.0725        |
| Business and Finance Officer IV     | 54.2462       | 56.8813       | 58.2465       | 59.6444       | 61.0759       | 62.5417       | 64.0427       | 65.5797       | 67.1536       | 68.7653        |
| Database Administrator- Senior      | 54.2462       | 56.8813       | 58.2465       | 59.6444       | 61.0759       | 62.5417       | 64.0427       | 65.5797       | 67.1536       | 68.7653        |
| Database Administrator-Journey      | 45.7803       | 48.0041       | 49.1562       | 50.3359       | 51.5440       | 52.7811       | 54.0478       | 55.3449       | 56.6732       | 58.0334        |
| Project/Program Manager I           | 43.7040       | 45.8270       | 46.9268       | 48.0530       | 49.2063       | 50.3872       | 51.5965       | 52.8348       | 54.1028       | 55.4013        |
| Project/Program Manager II          | 49.1708       | 51.5593       | 52.7967       | 54.0638       | 55.3613       | 56.6900       | 58.0506       | 59.4438       | 60.8705       | 62.3314        |
| Project/Program Manager III         | 55.3697       | 58.0593       | 59.4527       | 60.8796       | 62.3407       | 63.8369       | 65.3690       | 66.9379       | 68.5444       | 70.1895        |
| Project/Program Manager IV          | 62.3311       | 65.3589       | 66.9275       | 68.5338       | 70.1786       | 71.8629       | 73.5876       | 75.3537       | 77.1622       | 79.0141        |
| Real Property Agent I               | 34.9272       | 36.6238       | 37.5028       | 38.4029       | 39.3246       | 40.2684       | 41.2348       | 42.2244       | 43.2378       | 44.2755        |
| Real Property Agent II              | 45.7803       | 48.0041       | 49.1562       | 50.3359       | 51.5440       | 52.7811       | 54.0478       | 55.3449       | 56.6732       | 58.0334        |
| Real Property Agent III             | 50.6352       | 53.0949       | 54.3692       | 55.6741       | 57.0103       | 58.3785       | 59.7796       | 61.2143       | 62.6834       | 64.1878        |
| Real Property Agent IV              | 57.0250       | 59.7950       | 61.2301       | 62.6996       | 64.2044       | 65.7453       | 67.3232       | 68.9390       | 70.5935       | 72.2877        |
| Special Project Manager I           | 60.0241       | 62.9398       | 64.4504       | 65.9972       | 67.5811       | 69.2030       | 70.8639       | 72.5646       | 74.3062       | 76.0895        |
| Special Project Manager II          | 62.9431       | 66.0006       | 67.5846       | 69.2066       | 70.8676       | 72.5684       | 74.3100       | 76.0934       | 77.9196       | 79.7897        |
| Transit Construction Management I   | 34.9272       | 36.6238       | 37.5028       | 38.4029       | 39.3246       | 40.2684       | 41.2348       | 42.2244       | 43.2378       | 44.2755        |
| Transit Construction Management II  | 41.3468       | 43.3553       | 44.3958       | 45.4613       | 46.5524       | 47.6697       | 48.8138       | 49.9853       | 51.1849       | 52.4133        |
| Transit Construction Management III | 48.1778       | 50.5181       | 51.7305       | 52.9720       | 54.2433       | 55.5451       | 56.8782       | 58.2433       | 59.6411       | 61.0725        |
| Transit Construction Management IV  | 57.0250       | 59.7950       | 61.2301       | 62.6996       | 64.2044       | 65.7453       | 67.3232       | 68.9390       | 70.5935       | 72.2877        |
| Transit Construction Management V   | 63.0935       | 66.1583       | 67.7461       | 69.3720       | 71.0369       | 72.7418       | 74.4876       | 76.2753       | 78.1059       | 79.9804        |
| Transit Construction Management VI  | 66.4036       | 69.6292       | 71.3003       | 73.0115       | 74.7638       | 76.5581       | 78.3955       | 80.2770       | 82.2036       | 84.1765        |
| Transit Designer I                  | 28.2467       | 29.6188       | 30.3296       | 31.0575       | 31.8029       | 32.5662       | 33.3478       | 34.1481       | 34.9677       | 35.8069        |
| Transit Designer II                 | 33.1920       | 34.8043       | 35.6396       | 36.4949       | 37.3708       | 38.2677       | 39.1861       | 40.1266       | 41.0896       | 42.0757        |
| Transit Designer III                | 38.6384       | 40.5153       | 41.4877       | 42.4834       | 43.5030       | 44.5471       | 45.6162       | 46.7110       | 47.8321       | 48.9801        |
| Transit Designer IV                 | 41.3468       | 43.3553       | 44.3958       | 45.4613       | 46.5524       | 47.6697       | 48.8138       | 49.9853       | 51.1849       | 52.4133        |

**2024 Wage Table**

| <b>Classification Title</b>          | <b>Step 1</b> | <b>Step 2</b> | <b>Step 3</b> | <b>Step 4</b> | <b>Step 5</b> | <b>Step 6</b> | <b>Step 7</b> | <b>Step 8</b> | <b>Step 9</b> | <b>Step 10</b> |
|--------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Transit Designer V                   | 45.7803       | 48.0041       | 49.1562       | 50.3359       | 51.5440       | 52.7811       | 54.0478       | 55.3449       | 56.6732       | 58.0334        |
| Transit Designer VI                  | 54.2462       | 56.8813       | 58.2465       | 59.6444       | 61.0759       | 62.5417       | 64.0427       | 65.5797       | 67.1536       | 68.7653        |
| Transit Engineer I                   | 38.6384       | 40.5153       | 41.4877       | 42.4834       | 43.5030       | 44.5471       | 45.6162       | 46.7110       | 47.8321       | 48.9801        |
| Transit Engineer II                  | 45.7803       | 48.0041       | 49.1562       | 50.3359       | 51.5440       | 52.7811       | 54.0478       | 55.3449       | 56.6732       | 58.0334        |
| Transit Engineer III                 | 54.2462       | 56.8813       | 58.2465       | 59.6444       | 61.0759       | 62.5417       | 64.0427       | 65.5797       | 67.1536       | 68.7653        |
| Transit Engineer IV                  | 60.0241       | 62.9398       | 64.4504       | 65.9972       | 67.5811       | 69.2030       | 70.8639       | 72.5646       | 74.3062       | 76.0895        |
| Transit Engineer V                   | 63.0935       | 66.1583       | 67.7461       | 69.3720       | 71.0369       | 72.7418       | 74.4876       | 76.2753       | 78.1059       | 79.9804        |
| Transit Engineer VI                  | 66.4036       | 69.6292       | 71.3003       | 73.0115       | 74.7638       | 76.5581       | 78.3955       | 80.2770       | 82.2036       | 84.1765        |
| Transit Environmental Planner I      | 38.6384       | 40.5153       | 41.4877       | 42.4834       | 43.5030       | 44.5471       | 45.6162       | 46.7110       | 47.8321       | 48.9801        |
| Transit Environmental Planner II     | 45.7803       | 48.0041       | 49.1562       | 50.3359       | 51.5440       | 52.7811       | 54.0478       | 55.3449       | 56.6732       | 58.0334        |
| Transit Environmental Planner III    | 54.2462       | 56.8813       | 58.2465       | 59.6444       | 61.0759       | 62.5417       | 64.0427       | 65.5797       | 67.1536       | 68.7653        |
| Transit Project Control Engineer I   | 38.6384       | 40.5153       | 41.4877       | 42.4834       | 43.5030       | 44.5471       | 45.6162       | 46.7110       | 47.8321       | 48.9801        |
| Transit Project Control Engineer II  | 45.7803       | 48.0041       | 49.1562       | 50.3359       | 51.5440       | 52.7811       | 54.0478       | 55.3449       | 56.6732       | 58.0334        |
| Transit Project Control Engineer III | 54.2462       | 56.8813       | 58.2465       | 59.6444       | 61.0759       | 62.5417       | 64.0427       | 65.5797       | 67.1536       | 68.7653        |
| Transit Project Control Engineer IV  | 60.0241       | 62.9398       | 64.4504       | 65.9972       | 67.5811       | 69.2030       | 70.8639       | 72.5646       | 74.3062       | 76.0895        |

**ADDENDUM B: MEDICAL BENEFITS**

|                                                                                           |                                                                                                                                           |
|-------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| <b>KingCare:</b>                                                                          |                                                                                                                                           |
| Annual deductible                                                                         | \$300/person<br>\$900/family                                                                                                              |
| Coinsurance paid by member                                                                | 15% in network<br>35% out of network                                                                                                      |
| Annual out-of-pocket maximum for medical services<br>(total for deductible + coinsurance) | In network:<br>\$1,100/person<br>\$2,500/family<br>Out-of-network:<br>\$1,900/person<br>\$4,100/family<br>Does not apply to prescriptions |
| Copay for prescription drugs<br>30-day supply                                             | \$7 generic<br>\$30 preferred brand<br>\$60 non preferred brand                                                                           |
| Copay for prescription drugs<br>90-day supply mail order                                  | \$14 generic<br>\$60 preferred brand<br>\$120 non preferred brand                                                                         |
| Annual out-of-pocket maximum for prescription drugs                                       | \$1,500/person<br>\$3,000/family                                                                                                          |
| Emergency Room Co-pay                                                                     | \$100                                                                                                                                     |
| Benefit Access Fee                                                                        | \$90/month                                                                                                                                |
| Premium Share                                                                             | \$40/month employee-only<br>\$75/month for full family                                                                                    |

|                                                                |                                                                  |
|----------------------------------------------------------------|------------------------------------------------------------------|
| <b>Kaiser Permanente:</b>                                      |                                                                  |
| Annual deductible                                              | \$0                                                              |
| Copay paid by member                                           | \$20                                                             |
| Annual out-of-pocket maximum<br>(medical + Prescription drugs) | \$1,000/person<br>\$2,000/family                                 |
| Copay for prescription drugs<br>30-day supply (network only)   | \$10 generic<br>\$20 preferred brand<br>\$30 non preferred brand |
| Copay for prescription drugs                                   | \$20 generic<br>\$40 preferred brand                             |

|                                         |                                                        |
|-----------------------------------------|--------------------------------------------------------|
| 90-day supply mail order (network only) | \$60 non preferred brand                               |
| Benefit Access Fee                      | \$0/month                                              |
| Premium Share                           | \$40/month employee-only<br>\$75/month for full family |

|                             |                                                |
|-----------------------------|------------------------------------------------|
| <b>Life Insurance:</b>      |                                                |
| Basic Life Insurance        | 1x Base Annual Salary (maximum of \$200,000)   |
| Supplemental Life Insurance | 1-4x Base Annual Salary (maximum of \$400,000) |