

**Master Labor Agreement (MLA) - Appendix 33**  
**Agreement Between King County**  
**And**  
**Professional and Technical Employees, Local 17**  
**Transit Superintendents - Department of Transportation, Metro Transit Division**  
**[044]**

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1 **Preamble**

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

6 **Purpose**

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

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

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

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

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

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

21           **Section 1. Union Recognition**

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

27           **Section 2. Union Membership**

28           **A.** It is a condition of employment that, within 30 days of the effective date of this

1 Agreement, all Employees covered by this Agreement will become and remain members in good  
2 standing in the Union, or pay an agency fee to the Union in lieu of membership. Each Employee  
3 covered by this Agreement and hired into the bargaining unit on or after its effective date will, on the  
4 thirtieth day following the beginning of such employment, become and remain a member in good  
5 standing of the Union, or pay an agency fee to the Union in lieu of membership. Provided that unless  
6 otherwise required to do so, non-Local 17 employees working in an acting capacity shall not have to  
7 pay union dues until after ninety (90) days.

8           **B.** An Employee who holds bona fide religious tenets or teachings that prohibit union  
9 membership or the payment of dues or initiation fees to union organizations or for any other reason is  
10 eligible for a religious exemption under applicable law, will pay an amount of money equivalent to  
11 regular union dues and initiation fees to a charitable organization mutually agreed upon by the  
12 Employee and the Union. Such Employee will furnish the Union with written proof that such  
13 payments are being made.

14           **C.** Failure by an Employee to abide by the provisions of paragraph A and B will  
15 constitute cause for discharge. If an Employee has failed to fulfill the above obligation, the Union  
16 will provide the Employee and the County with 30 days notification of the Union's intent to initiate  
17 discharge action. During this period, the Employee may make restitution of the amount which is  
18 overdue.

19           **D.** Upon request, the County will provide the Union with a current list of all  
20 Employees in the bargaining unit. Such list will indicate the Employee's name, section and/or unit,  
21 employment status, job classification, date of hire and date of hire into his/her current classification.

22           **E.** The County will notify the Union whenever an Employee is moved into or out of a  
23 bargaining unit position. The notification will include the Employee's name, section and/or unit,  
24 employment status, job classification, date of hire and effective date of the personnel action.

25           **Section 3. Union Dues Deduction**

26           **A.** Upon receipt of written authorization individually signed by a bargaining unit  
27 Employee, the County will have deducted from the pay of such Employee the amount of dues or  
28 agency fees as certified by the Union.

1           **B.** The Union will indemnify and hold the County harmless against any claims made  
2 and against any suit instituted against the County on account of any collection of dues for the Union.  
3 The Union agrees to refund to the County any amounts paid to it in error on account of the collection  
4 provision upon presentation of proper evidence thereof.

5           **Section 4. Shop Stewards**

6           The Union has the right to appoint stewards at any location where members of the bargaining  
7 unit are employed.

8           **Section 5. Union Activities and Representation**

9           An Employee who is authorized to serve as a representative of the Union may visit the work  
10 location of other Employees at reasonable times for the purpose of administering the terms of this  
11 Agreement. If the Union representative is making a worksite visit during his or her regular work  
12 hours, s/he will obtain agreement from his/her supervisor. Before visiting the work location, a Union  
13 representative must contact the supervisor or manager of that work location to insure that the  
14 worksite visit will not unduly interfere with normal operations at the worksite.

15           **Section 6. Use of County Bulletin Boards and Electronic Devices**

16           MLA Article 23.

17           **Section 7. Retired Employees**

18           The County and the Union recognize the benefit of rehiring retired Employees on a temporary  
19 basis into classifications in which they were previously employed.

20           **Section 8. Non-Discrimination**

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

23           **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

24           Neither the County nor the Union will discriminate against any individual with respect to  
25 compensation, terms, conditions, or privileges of employment because of race, color, creed, religion,  
26 national origin, age, ancestry, marital status, gender, sexual orientation or a sensory, mental or  
27 physical disability, except as otherwise provided by law.

1 **ARTICLE 3: EMPLOYEE RIGHTS**

2 **Section 1. Review of Personnel Files**

3 Upon request, an Employee can schedule an appointment to review his/her personnel files.  
4 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.  
5 An Employee may also review, upon request, any files to which s/he has a legal right to access.

6 **Section 2. Union Representation**

7 An Employee, at his/her request, has a right to Union representation at any meeting which  
8 s/he reasonably believes may lead to disciplinary action against the Employee.

9 **ARTICLE 4: PERFORMANCE APPRAISALS**

10 Each Employee will receive regular performance appraisals.

11 **ARTICLE 5: PROBATION**

12 **Section 1. Length of Probation**

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

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

20 **Section 2. Credit for Temporary Acting Time**

21 If an Employee has been working in a job classification on a temporary, acting basis and is  
22 then hired into the same position as a regular Employee, any portion of the time spent in the position  
23 in an acting capacity may, at the discretion of the County, be counted towards satisfying the  
24 Employee's required probationary period.

25 **Section 3. Dispute resolution**

26 **A. Performance**

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

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

7                   **B. Discipline**

8                   1) An Employee on probation cannot access the grievance and arbitration  
9 provisions of Article 7.

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

16 **ARTICLE 6: DISCIPLINE**

17                  MLA Art. 28.

18 **ARTICLE 7: DISPUTE RESOLUTION PROCEDURES**

19                  MLA Art. 26.

20                  **Section 1. Non-Contractual Dispute Resolution and Mediation**

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

23                  B. An Employee who has a non-contractual dispute is encouraged to exercise his/her  
24 rights to pursue dispute resolution and, if appropriate, mediation to resolve the dispute. To initiate  
25 this process, the Employee will request a dispute resolution meeting with his/her immediate  
26 supervisor. The Employee and his/her supervisor will then meet in an attempt to resolve the dispute.  
27 The supervisor, if requested by the Employee, will provide the Employee with a written summary of  
28 the meeting and outcome within 20 days of the meeting.

1 C. If the dispute remains unresolved, the Union may, within 20 days of the  
2 Employee's receipt of the written summary, request mediation. The request for mediation will be  
3 made, in writing, to Transit Human Resources. Mediation will use a mutually acceptable mediator(s)  
4 and will be concluded within 30 days of the request for mediation.

5 **Section 2. Unfair Labor Practices**

6 The parties agree that 30 days prior to filing an unfair labor practice (ULP) complaint with the  
7 Public Employment Relations Commission (PERC), the complaining party will notify the other party,  
8 in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing  
9 with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as  
10 relief for the alleged ULP.

11 **ARTICLE 8: HOLIDAYS**

12 MLA Art. 10.

13 **Section 1. Work on a Holiday**

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

16 **Section 2. Holiday Accrual Bank**

17 An Employee may not exceed 40 hours of holiday time, including personal holidays, in  
18 his/her Holiday Accrual Bank on the pay period that includes September 15 of each year. Any  
19 amount in excess of 40 hours on the pay period that includes September 15 shall not be forfeited.

20 **Section 3. Holiday Cash-out**

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

23 **ARTICLE 9: VACATIONS**

24 MLA Art. 35.

25 **ARTICLE 10: SICK LEAVE**

26 MLA Art. 34.

27 **ARTICLE 11: OTHER LEAVE BENEFITS**

28 **Section 1. Bereavement Leave - MLA Art. 8.**

1 In addition to the bereavement leave benefit in the Master Labor Agreement, employees may  
2 use bereavement leave related to the death of the Employee's close relative or the close relative of the  
3 Employee's spouse/domestic partner. An additional day will be paid when round trip travel of 200 or  
4 more miles is required.

## 5 **Section 2. Executive Leave**

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

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

## 18 **Section 3. Other Leaves**

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

## 21 **ARTICLE 12: WAGES**

### 22 **Section 1. Wage Rates**

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

### 25 **Section 2. Wage Progression**

26 A. If a current County Employee is hired into a bargaining unit position, that  
27 Employee will be placed at a step which provides a minimum five percent increase over the  
28 Employee's former salary, not to exceed the established top step. The appointing authority may place



1 the promoted Employee at a higher step when the department director determines this action is  
2 warranted based on the criteria set forth in the 2005 King County Personnel Guidelines.

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

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

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

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

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

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

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

21 **Section 3. Acting Assignments - Salary Credit**

22 An Employee who is acting in a position and then receives a regular appointment to the same  
23 position will have the acting time credited for purposes of salary step placement and future salary  
24 step increases in the following circumstances: (1) all time in the acting position which is contiguous  
25 with the regular appointment will be credited day-for-day, and (2) any additional time spent in the  
26 acting position that is for a continuous period of three months or more and is within the 12 month  
27 period prior to the regular appointment will also be credited day-for-day.

28 **Section 4. Pay upon Personnel Action.** An employee who is promoted shall be placed at

1 the nearest step in the new salary range which provides at least a 5% increase above the employee's  
2 previous rate of pay in effect at the time of the personnel action.

3 **ARTICLE 13: BENEFITS**

4 MLA Art. 25.

5 **Section 1. Clothing Allowance**

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

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

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

14 **Section 2. Transit Passes**

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

17 **Section 3. Accidental Death Benefit - Criminal Assault**

18 The County provides special coverage in the event of a felonious assault. The maximum  
19 benefits payable is \$50,000 for death, dismemberment, loss of sight, or permanent total disability,  
20 less any amount payable under a group life or accidental death and dismemberment policy.

21 **ARTICLE 14: WORK ASSIGNMENTS**

22 **Section 1. Alternative Work Schedules**

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

1           B. If either the County or the Employee decides to cancel the Employee's alternative  
2 work schedule, written notice must be provided to the other party at least 10 working days prior to the  
3 effective date of the cancellation, except where a written agreement provides other requirements.

4           **Section 2. Work Outside of Classification**

5           A. Temporary Assignments: An Employee may be assigned to a higher level  
6 classification on a temporary basis. However, if the temporary assignment extends beyond 6 months,  
7 the County will review with the Union the reasons why the acting assignment is still required. A  
8 review will occur every six months, for the duration of the temporary assignment, unless specifically  
9 waived by the Union.

10 **ARTICLE 15: SUBCONTRACTING**

11           MLA Art. 16.

12 **ARTICLE 16: LAYOFF AND RECALL**

13           **Section 1. Layoff Process**

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

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

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

23           **Section 2. Notice**

24           When the elimination of a position will result in an Employee being laid off, the County will  
25 provide written notice to the Union and the affected Employee at least 90 calendar days prior to the  
26 effective date of the layoff.

27           **Section 3. Recall**

28           A. An Employee who is laid off will have general recall rights to other vacant County

1 positions, in accordance with the King County Personnel Guidelines, for a period of two years  
2 following the Employee's layoff. In addition, the Employee will retain specific recall rights to the  
3 position from which s/he was laid off for an additional one year period following the end of the two  
4 year general recall period. During the three year specific recall period, the Employee will retain  
5 specific recall rights to the position from which s/he was laid off regardless of whether the Employee  
6 has accepted a different position within the County.

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

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

15 **D.** An Employee who is recalled from layoff will have all unpaid sick leave balances  
16 restored.

#### 17 **Section 4. Outplacement Services**

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

#### 22 **Section 5. Layoff Seniority**

23 **A.** As of November 1, 2009, an employee who comes into this bargaining unit will  
24 have his or her seniority date established as the date he/she becomes a member of this bargaining  
25 unit. If two (2) Employees were hired on the same date, the Employee who has been employed by  
26 King County or its predecessor organizations, including Metro, Metropolitan Transit, and Seattle  
27 Transit, for the longest continuous period of time shall have higher seniority.

28 **B.** Seniority dates for current employees shall be determined by the parties

1 periodically and memorialized in a side letter.

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

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

9 **Section 6. Layoff Groups**

10 Layoff Groups are defined as follows:

11

12	Position Title
13	Transit Superintendent - Accessible Services
14	Transit Superintendent - Base Operations
15	Transit Superintendent - Commute Trip Reduction
16	Transit Superintendent - Customer Services
17	Transit Superintendent - Facilities Maintenance
18	Transit Superintendent - Fleet Engineering
19	Transit Superintendent - Operations Training
20	Transit Superintendent - Power
21	Transit Superintendent - Rideshare Operations
22	Transit Superintendent - Operations Control Center
23	Transit Superintendent - Marketing & Service Information
24	Transit Superintendent - Planning & Technical Support
25	Transit Superintendent - Service Quality
26	Transit Superintendent - Systems Operations
27	Transit Superintendent - Systems Development
28	Transit Superintendent - Vehicle Procurement
	Transit Superintendent - Safety
	Transit Superintendent - Vehicle Maintenance
	Transit Superintendent - Rail Control Center
	Transit Superintendent - Rail Operations

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Position Title
Transit Superintendent – Rail Facilities Maintenance
Transit Superintendent - Rail Vehicle Maintenance
Transit Superintendent - Rail Way, Power, & Signal
Transit Superintendent – Rail Training
Transit Superintendent - Market Development
Transit Superintendent - Research & Management Information
Transit Superintendent - Scheduling
Transit Superintendent - Route Facilities
Transit Superintendent - Service Planning
Transit Superintendent - Long Range Planning & Performance Management
Transit Superintendent - Streetcar

**ARTICLE 17: TRAINING**

**Section 1. Training Opportunities**

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

**Section 2. Reimbursement for Training Expenses**

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

**ARTICLE 18: DRUG FREE WORK PLACE**

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

1 **ARTICLE 19: RIGHTS OF MANAGEMENT**

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

7 **ARTICLE 20: LABOR MANAGEMENT RELATIONS COMMITTEE**

8 **Section 1. Labor Management Relations Committee**

9 The Union and County agree to establish a Labor-Management Relations Committee. Such  
10 committee will meet on an ad hoc basis, no more frequently than once per month, for the purpose of  
11 discussing issues or problems which may arise in contract or policy administration. The Union  
12 Business Representative and the County will co-chair the meeting and determine the appropriate  
13 participants, based on the issues to be discussed.

14 **Section 2. Safe Staffing Labor-Management Relations Committee**

15 King County and the Union form a standing labor-management relations committee specifically for  
16 the purpose of addressing safe staffing concerns. This committee is tasked with developing a charter  
17 and scheduling regular meetings on topics such as staffing levels, on-call work, rest between shifts,  
18 and safety. The first order of business of the new committee, after the development of a charter, will  
19 be to investigate and address issues relating to the time spent by Power Superintendents outside of  
20 regular work hours. The Committee will meet at least quarterly, and more often if agreed to by the  
21 parties. If the committee develops any mutually agreed upon recommendations to address staffing,  
22 King County and the Union shall convene a meeting to review the recommendations.

23 As a result of discussions with the Union, but outside of the collective bargaining process,  
24 King County has decided to redirect resources on a temporary basis for two employees to provide  
25 immediate staffing relief. Through the Committee described above, King County will work with the  
26 Union to determine the best long term solution to the safety and staffing concerns that the Union has  
27 raised, which will ultimately replace the temporary solution that has been created for immediate  
28 relief.

1 No later than one year after this agreement has been executed, the parties will meet to check  
2 in on whether the issues raised by the Union about Power staffing have been resolved.

3 **ARTICLE 21: WORK CONTINUATION**

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

10 **ARTICLE 22: SAVINGS, SUBORDINATION, WAIVER AND REOPENER**

11 MLA Art. 31.

12 **Section 1. Waiver**

13 The parties acknowledge that each has had the unlimited right within the law and the  
14 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
15 collective bargaining. The results of the exercise of that right and opportunity are set forth in this  
16 Agreement. The County and the Union, for the duration of this Agreement, each agrees to waive the  
17 right to oblige the other party to bargain with respect to any subject or matter not specifically referred  
18 to or covered in this Agreement.

19 MLA Art. 32.

20 **Section 2. Modification**

21 For the duration of this Agreement, the County and the Union may, with mutual consent,  
22 negotiate modifications, including additions, deletions and changes, to the terms of this Agreement.  
23 No modification will become effective without a written agreement, signed by both the County and  
24 the Union, that defines the specifics of the modification.



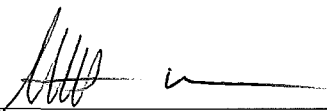
1 **ARTICLE 23: DURATION**

2 Pursuant to MLA.

3  
4 APPROVED this 15 day of MARCH, 2018.

5  
6  
7  
8 By:   
9 King County Executive

10  
11  
12  
13 For Professional and Technical  
14 Employees, Local 17

15   
16  
17 Cecilia Mena  
18 Union Representative

2  
3 Professional and Technical Employees

4 Local 17

5 Transit Division - Superintendents

6 Job Class Code	7 PeopleSoft Job Code	8 Classification Title	9 Pay Range	10 Steps
8712000	873101	Transit Superintendent - Base Operations	72	1-2-3-4-5 *
8712010	873110	Transit Superintendent - Control Center	72	1-2-3-4-5 *
8712020	873180	Transit Superintendent - Facilities Maintenance	72	1-2-3-4-5 *
8712030	873190	Transit Superintendent - Fleet Engineering	72	1-2-3-4-5 *
8712040	873120	Transit Superintendent - Operations Training	72	1-2-3-4-5 *
8712050	873130	Transit Superintendent - Planning and Technical Support	72	1-2-3-4-5 *
8712060	873140	Transit Superintendent - Power	72 + 11%	1-2-3-4-5 *
8712090	873150	Transit Superintendent - Vehicle Procurement	72	1-2-3-4-5 *
8712200	873310	Transit Superintendent - Rail Operations	72	1-2-3-4-5 *
8712210	873320	Transit Superintendent - Rail Vehicle Maintenance	72	1-2-3-4-5 *
8712240	873350	Transit Superintendent - Rail Facilities Maintenance	72	1-2-3-4-5 *
8712220	873330	Transit Superintendent - Rail Way, Power and Signal	72 + 11%	1-2-3-4-5 *
8712250	873360	Transit Superintendent - Rail Training	72	1-2-3-4-5 *
8712230	873340	Transit Superintendent - Streetcar	72	1-2-3-4-5 *
8712070	873160	Transit Superintendent - Service Quality	72	1-2-3-4-5 *
8712080	873170	Transit Superintendent - Vehicle Maintenance	72	1-2-3-4-5 *
8711000	871520	Transit Superintendent - Accessible Services	72	1-2-3-4-5 *
8711010	871530	Transit Superintendent - Commute Trip Reduction	72	1-2-3-4-5 *
8711020	871540	Transit Superintendent - Customer Services	72	1-2-3-4-5 *
8711030	871550	Transit Superintendent - Marketing and Service Information	72	1-2-3-4-5 *
8711040	871560	Transit Superintendent - Rideshare Operations	72	1-2-3-4-5 *
8711050	871570	Transit Superintendent - Safety	72	1-2-3-4-5 *
8711060	871580	Transit Superintendent - Service Development	72	1-2-3-4-5 *
8711090	871720	Transit Superintendent - Systems Operations	75	1-2-3-4-5 *
8711080	871710	Transit Superintendent - Systems Development	75	1-2-3-4-5 *
27 * These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule				