

**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117**  
**REPRESENTING THE SECTION MANAGERS**  
**BARGAINING UNIT IN THE**  
**TRANSIT DIVISION OF THE**  
**KING COUNTY DEPARTMENT OF TRANSPORTATION**

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1 standing in the Union, or pay an agency fee to the Union in lieu of membership dues. This  
2 requirement will apply to employees who are temporarily appointed to work in a job classification  
3 covered by this Agreement if the appointment is expected to last thirty days or more, however, they  
4 will not be required to pay initiation fees and become a “member in good standing” if such action is  
5 based solely upon an “acting” position status.

6           **2.2.2** An employee covered by this Agreement who qualifies for an exemption from  
7 the requirement for Union membership based on his/her bona fide religious belief shall contribute an  
8 amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the  
9 Union. Such employee shall furnish the Union with written proof each month that such payments are  
10 being made.

11           **2.2.3** Failure by an employee to abide by the provisions of Sections 2.2.1 and 2.2.2  
12 will constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in  
13 Sections 2.2.1 and 2.2.2, the Union will provide the employee and the County with 72 hours notice of  
14 intent to seek the discharge of the employee. During this period the employee may bring the amount  
15 in arrears current to avoid discharge.

16           **2.2.4** Upon request, the County will provide the Union with a current list of all  
17 employees in the bargaining unit. Such list will indicate each employee’s name, section, employment  
18 status, job classification, and date of hire into his/her current classification.

19           **2.2.5** The County will notify the Union of all new hires, and will notify the Union  
20 whenever an employee is moved into or out of a bargaining unit position. The notification will  
21 include the employee’s name, section, employment status, job classification, date of hire and effective  
22 date of the personnel action.

### 23           **2.3 Union Dues Deduction**

24           **A.** Upon receipt of written authorization individually signed by a bargaining unit  
25 member, the County will deduct from the pay of such employee the amount of dues, initiation fees,  
26 assessments, and agency fees as certified by the Union.

27           **B.** The Union will indemnify and hold the County harmless against any claims made  
28 and any suit instituted against the County on account of any collection of the dues for the Union. The

1 Union agrees to refund to the County any amounts paid to it in error on account of the collection  
2 provision, upon presentation of proper evidence thereof.

3 **2.4 The following govern Union activities and representation:**

4 **2.4.1** Union representatives (Local 117 staff) may visit the work location of  
5 employees covered by the Agreement at any reasonable time. They shall report to the appropriate  
6 manager/designee upon arrival at the work site being visited.

7 **2.4.2** The County agrees to recognize employees appointed and identified by the  
8 Union as shop stewards. When contract administration business is conducted during working hours,  
9 the employee is responsible for clearing the time taken away from work with his/her manager, as  
10 appropriate.

11 **2.4.3** The Union shall be allowed use of bulletin board space to post Union notices.  
12 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and  
13 remove Union materials, and only materials originating from the Union office and bearing the Union  
14 logo or signed by a staff representative of the Union may be posted on the Union bulletin board space.  
15 The Union shall be allowed to post electronic mail notices on the County system if the notices meet  
16 the same requirements, provided they comply with King County policies governing electronic mail  
17 and internet use.

18 **2.4.4** Employees who are designated by the Union as stewards and/or representatives  
19 of the bargaining unit may make limited use of County telephones, FAX machines, copiers and  
20 similar equipment for the purposes of contract administration. In addition, such employee  
21 representatives may use the County electronic mail system for communications related to contract  
22 administration, provided they comply with King County policies governing electronic mail and  
23 internet use. In no circumstances shall use of the County equipment interfere with County operations.

24 **ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY**

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

1 **ARTICLE 4: NO STRIKES OR LOCKOUTS**

2           During the term of this Agreement, neither the Union nor the employees covered by this  
3 Agreement shall cause, engage in, sanction, or in any way encourage employees covered by this  
4 bargaining unit to slowdown or strike. The County shall not institute any lockout of its employees  
5 during the life of this Agreement.

6 **ARTICLE 5: PROBATION**

7           5.1 Upon appointment as a regular employee to a job classification covered by this  
8 Agreement, the employee will serve six months probation. An employee returning to a job  
9 classification in which s/he has already satisfactorily completed probation will not be required to  
10 serve a new probation unless s/he has been out of the job classification for three or more years, or s/he  
11 is returning to the position due to a disciplinary demotion.

12           5.2 An employee's probation may be extended by the County, with the concurrence of the  
13 Union.

14           5.3 If an employee has been working in a job classification on a temporary, acting basis and is  
15 then hired into the same position as a regular employee, any portion of the time spent in the position  
16 in an acting capacity may, at the discretion of the County, be counted towards satisfying his/her  
17 required probationary period.

18 **ARTICLE 6: DISCIPLINE**

19           No employee who has completed the probationary period shall be disciplined except for just  
20 cause. The County and the Union agree with the principle of progressive discipline, which may  
21 include oral reprimands, written reprimands, suspension and discharge, or alternative forms of  
22 discipline as supported by just cause.

1 **ARTICLE 7: HOLIDAYS**

2 **7.1 Holidays.** All employees shall be granted the following designated holidays with pay:

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HOLIDAYS	
New Year's Day	January 1st
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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17 and any special or limited holidays as declared by the President of the United States or the Governor  
18 of the State of Washington, and as approved by the Council.

19 **7.2 Day of Observance.** For holidays falling on a Saturday, the Friday before shall be  
20 observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as  
21 the holiday.

22 **7.3 Personal Holidays.** Personal holidays shall be administered through the vacation plan.  
23 One day shall be credited to the Employee on the pay period that includes October 1 and one day shall  
24 be credited to the Employee on the pay period that includes November 1 of each year. These days  
25 shall be used in the same manner as any vacation day earned.

26 **ARTICLE 8: VACATIONS**

27 **8.1 Accrual.** Employees shall be eligible for vacation leave benefits as described in this  
28 Article except in those instances expressly provided. Employees shall accrue vacation leave from

1 their date of hire in a leave-eligible position per the following table:

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782	783	784	785
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814	815	816	817
818	819	820	821
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838	839	840	841
842	843	844	845
846	847	848	849
850	851	852	853
854	855	856	857
858	859	860	861
862	863	864	865
866	867	868	869
870	871	872	873
874	875	876	877
878	879	880	881
882	883	884	885
886	887	888	889
890	891	892	893
894	895	896	897
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998	999	1000	1001

17 An employee who is eligible for vacation leave and who works less than a full-time schedule  
18 shall receive pro-rated leave to reflect his/her normally scheduled workweek.

19 **8.2 Accrual Maximum and Payout.** The maximum vacation which an employee may have  
20 in his/her vacation balance on the last day of the payroll year is 480 hours. An employee's appointing  
21 authority may approve a temporary carryover of excess vacation leave. At the time of separation, no  
22 employee will be paid for more than 480 hours. Upon termination, the employee will be paid for  
23 unused vacation, up to a maximum of 480 hours. In the case of separation by death, payment of  
24 unused vacation, up to a maximum of 480 hours, will be made to the employee's estate or, in  
25 applicable cases, as provided by R.C.W. 49.48.

26 **ARTICLE 9: SICK LEAVE**

27 **9.1 Accrual.** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for each  
28 hour in pay status commencing with the first day of employment. There is no limit to the amount of

1 sick leave that an employee can accrue.

2           **9.2 Use.** Sick leave may be used in accordance with Section 14.4.3 of the King County  
3 Personnel Guidelines and applicable laws. An employee may choose to use vacation or other accrued  
4 leave time as an extension of sick leave when sick leave has been exhausted.

5           **9.3 Separation.** Separation from or termination of County employment except by reason of  
6 retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary  
7 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or  
8 termination. Should the employee resign in good standing, be separated for a non-disciplinary  
9 medical reason or be laid off, and return to County employment within two years, accrued sick leave  
10 shall be restored; but the restoration shall not apply where the former employment was in a term-  
11 limited temporary position. This provision does not apply to retirees. If a retiree is rehired, s/he is  
12 not entitled to have the un-cashed 65% of his/her former sick leave balance reinstated.

13           **9.4 Cashout.** An employee who has at least five years of service and retires as a result of  
14 length of service, or who terminates by reason of death, will receive (or the employee's estate will  
15 receive) a cash payment equal to 35% of the employee's accrued sick leave multiplied by the  
16 employee's salary rate in effect on the date of separation.

17           **9.5 VEBA.** VEBA benefits will be made available to this bargaining unit to the extent,  
18 terms, and duration that they are offered through the Joint Labor Management Insurance Committee.

## 19 **ARTICLE 10: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

### 20           **10.1 Leaves of Absence With Pay**

21           **10.1.1 Bereavement Leave.** In the event of death of a member of the employee's  
22 family, s/he will be granted two days bereavement leave to attend the funeral. An additional day off  
23 will be granted when total travel to attend the funeral is 200 miles or more. In addition to the  
24 bereavement leave granted herein, a maximum of three days sick leave may be used with approval of  
25 the employee's manager. For purposes of this section, employee's family is defined as:

- 26                   • Employee's spouse or domestic partner
- 27                   • Children of the employee, employee's spouse or domestic partner
- 28                   • Parents of the employee, employee's spouse or domestic partner

- 1 • Siblings
- 2 • Grandchildren
- 3 • Grandparents
- 4 • Son-in-law, daughter-in-law

5 **10.1.2 Jury Duty/Subpoena.** An employee called for jury duty or subpoenaed may  
6 be allowed the necessary leave with pay not to exceed 40 hours per week. The employee should  
7 notify his/her manager immediately upon receiving notification of jury duty or subpoena. As the  
8 employee will be paid by the County, compensation received from a jury function shall be submitted  
9 to the County. Any payment for travel expenses will be reimbursed to the employee. The employee  
10 shall make every effort to report to work in case of early excusal. This section does not apply when  
11 the employee is a plaintiff or defendant.

12 **10.1.3 Military Duty/Training Leave.** Leaves of absence for military leave shall be  
13 administered in accordance with the King County Personnel Guidelines.

14 **10.1.4 Executive Leave.** FLSA exempt Employees may receive up to ten days of  
15 executive leave each calendar year at the discretion of the Transit General Manager in accordance  
16 with the King County Personnel Guidelines.

17 **10.2 Family and Medical Leave:**

18 **10.2.1** Up to 18 weeks of unpaid leave shall be granted to eligible employees for their  
19 own serious health condition, or for family care, as provided by King County Code 3.12.220  
20 (Substitute Ordinance No. 13377), as amended.

21 **10.2.2** The employee must exhaust all accrued sick leave prior to using unpaid leave  
22 for the employee's own health condition. Donated leave shall run concurrently with unpaid leave.

23 **10.2.3** For a leave for family reasons, the employee shall choose at the beginning of  
24 the leave whether it will be paid or unpaid; when an employee chooses to take paid leave for family  
25 reasons, the employee may reserve up to 80 hours of accrued sick leave.

26 **10.2.4** The County shall continue its contribution to health insurance during the period  
27 of unpaid leave.

1           **10.3 Leaves of Absence Without Pay**

2           Employees may request a leave of absence without pay by presenting a written request to their  
3 immediate supervisor along with any supporting documentation. The decision to grant a leave of  
4 absence without pay shall be at the discretion of the County.

5           **10.4 Return from Leave of Absence**

6           Employees wanting to return from a medical leave of absence, or who need to extend the  
7 leave of absence beyond the original return date, may be required to be examined by a physician of  
8 the County's choice at the County's cost to determine the employee's right to either a continuing  
9 leave or work status.

10           **10.5** Employees will be re-employed in their former classification at the end of the leave,  
11 provided the employee is able to perform the work. Seniority and leave accrual rates based upon  
12 seniority established at the time of departure on leave of absence shall be restored when the employee  
13 returns to work. No seniority or benefits will accrue while on a leave of absence without pay. In the  
14 case of Union business, employees granted leave will continue to earn seniority.

15           **10.6 State Law**

16           To the extent that the Washington State Family Care Act (RCW 49.12.295) provides a greater  
17 benefit than the provisions of this Agreement, the Washington State law will apply.

18           **ARTICLE 11: LEAVE DONATION**

19           Donated sick leave or vacation hours accrue to the donee's sick leave or vacation leave banks  
20 and do not expire or return to the donor once accrued.

21           **ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE**

22           The County presently participates in group medical, dental and life insurance programs. The  
23 County agrees to maintain the level of benefits as currently provided by these plans and pay  
24 premiums as currently practiced, during the life of this Agreement unless modified by the Joint Labor  
25 Management Insurance Committee ("JLMIC").

26           The County agrees to continue the JLMIC comprised of representatives from the County and  
27 its labor unions. The function of the Committee shall be to review, study and make recommendations  
28 relative to existing medical, dental and life insurance programs.

1 The Union and County agree to incorporate changes to employee insurance benefits which the  
2 County may implement as a result of the agreement of the JLMIC.

3 **ARTICLE 13: WAGE RATES AND OTHER ECONOMICS**

4 **13.1 Wage Rates.** Employees in the bargaining unit shall be paid according to the King  
5 County Squared Table at the salary ranges listed in Addendum A.

6 **13.2 Total Compensation Agreement.** Upon full ratification of the Memorandum of  
7 Agreement titled: Addressing “Total Compensation” Coalition Bargaining; 2015-2016 Budget; And  
8 Cost-of-Living Wage Adjustments For King County Coalition of Labor Unions Bargaining Unit  
9 Members 2015-2016 (“Agreement”) by King County, the full terms and conditions of the Agreement  
10 are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as  
11 Addendum B.

12 **13.3 New Employees.** Existing County employees who are hired into positions in the  
13 bargaining unit shall be placed on a step of the King County Squared Salary Table in the negotiated  
14 salary range according to the rules set forth in the King County Personnel Guidelines.

15 **13.4 Wage Rates (Step Progression.)** Employees shall progress up the steps of the King  
16 County Squared Table on steps 1-2-4-6-8-10, per the rules of step advancement that are set forth in  
17 the King County Personnel Guidelines.

18 **13.5 Merit Pay.** Employees who have reached Step 10 of the King County Squared Salary  
19 Table shall be eligible for Merit Pay consistent with the rules set forth in the King County Personnel  
20 Guidelines.

21 **ARTICLE 14: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

22 **14.1 Contribution.** The County will contribute \$2.50 for every hour for which compensation  
23 is paid (exclusive of amounts paid while the employee is on worker’s compensation time loss) to the  
24 Western Conference of Teamsters Pension Trust (Pension Trust) on behalf of each member of the  
25 bargaining unit, said amounts to be computed monthly. The County will comply with the Uniformed  
26 Services Employment and Re-employment Rights Act (USERRA) of 1994 in defining eligibility and  
27 establishing contribution rates for employees who are eligible for pension contributions while absent  
28 from employment because of active military service.

1           **14.2 Wage Reduction.** In order to participate in the Pension Trust, all bargaining unit  
2 employees shall have their wage rate reduced by the amount of the County's contribution on the  
3 employee's behalf pursuant to Section 14.1. The parties agree and understand that this contribution  
4 shall not be reported as part of the employees' wage to the State Department of Retirement Systems  
5 or the Internal Revenue Service, nor shall this contribution be part of the employees' wage for  
6 computation of overtime or any salary-based premium pay.

7           **14.3 Payments and Trust Rules.** The total amount due for each calendar month shall be  
8 remitted in a lump sum not later than ten business days after the close of the pay period that includes  
9 the last business day of the month. The County agrees to abide by the rules established by the  
10 Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions  
11 are due, prompt and orderly collection, and accurate reporting and recording of amounts paid.

12           **14.4 Rate Increases.** The bargaining unit may also specify a salary reduction/contribution  
13 rate increase on January 1 of any year, provided that the total salary reduction/contribution rate shall  
14 not be more than \$5.00 per hour at any point during the agreement.

#### 15 **ARTICLE 15: HOURS OF WORK**

16           The establishment of work schedules is vested solely within the purview of the County and  
17 may be changed from time to time. An employee may request an alternative work schedule, which  
18 may include flexible work hours, compressed work weeks, telecommuting and/or job share  
19 arrangements. Approval for an alternative work schedule must be received from the employee's  
20 manager. The decision to allow an alternative work schedule is solely within the County's discretion  
21 and approval may be revoked at any time. The employee may also choose to return to the standard  
22 work schedule at any time. If either the County or the employee decides to cancel the employee's  
23 alternative work schedule, written notice must be provided to the other party at least ten working days  
24 prior to the effective date of the cancellation, except where a written agreement provides other  
25 requirements.

#### 26 **ARTICLE 16: RIGHTS OF MANAGEMENT**

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

1 including but not limited to, the right to hire, appoint, promote, discipline and discharge regular  
2 employees for cause, improve efficiency, train, assign and direct the work force, develop and modify  
3 classification specifications, allocate positions to those classifications, determine work schedules,  
4 determine location of facilities, contracting out of work, and determine methods, processes and means  
5 for providing services, may be administered for its duration by the County in accordance with such  
6 policy or procedures as from time to time may be determined.

7 **ARTICLE 17: CONTRACTING OUT**

8 The Employer shall not contract out work performed and consistent with work performed by  
9 members of the bargaining unit if the contracting of such work eliminates, reduces, or limits the  
10 normal work load of the bargaining unit.

11 If, in order to secure funding for a specific project, the Employer is required to contract all or  
12 part of the work to be performed due to limitations imposed by the funding agreement, such  
13 contracting shall not be considered as a violation of the Agreement. In such instances, the Union  
14 shall be officially notified in advance.

15 **ARTICLE 18: LAYOFF AND RECALL**

16 **18.1** When a reduction in force is anticipated, the County and Union will meet and jointly  
17 endeavor to find ways to minimize, or eliminate, the actual reduction of positions. When a reduction  
18 of positions is required, the County and Union will meet and jointly endeavor to find ways to  
19 minimize, or eliminate, the number of employees who must be laid off.

20 **18.2.** When the elimination of a position will result in an employee being laid off, the County  
21 will provide written notice to the Union and the affected employee at least 90 calendar days prior to  
22 the effective date of the layoff.

23 **18.3.** An employee who is laid off will have general recall rights to other vacant County  
24 positions, in accordance with the King County Personnel Guidelines, for a period of two years  
25 following the employee's layoff. In addition, the employee will retain specific recall rights to the  
26 position from which s/he was laid off for an additional one year period following the end of the two  
27 year general recall period. During the three year specific recall period, the employee will retain  
28 specific recall rights to the position from which s/he was laid off regardless of whether the employee

1 has accepted a different position within the County, provided s/he is qualified for the reopened  
2 position.

3 **ARTICLE 19: DISPUTE RESOLUTION PROCEDURES**

4       **19.1** The Union and County recognize that prompt and diligent review of employee disputes  
5 and grievances is vital to the development and continuance of good employee relations and morale.  
6 To accomplish this objective, the Union and County will make every effort to settle disputes and  
7 grievances quickly.

8       **19.2** Time limits for the dispute resolution processes described below may be extended upon  
9 written agreement between the Union and the County. If the County fails to respond within the  
10 designated time frames, the Union may pursue the dispute to the next step of the resolution process.  
11 If the Union does not pursue the dispute to the next process within the time frames noted, it will be  
12 presumed resolved.

13       **19.3** An employee may use the following grievance process only for disputes regarding the  
14 interpretation and/or application of the express written terms of this Agreement.

15       **19.3.1** The employee may, within 20 days of meeting with his/her manager regarding a  
16 specific contractual concern, present a written grievance to his/her manager. The grievance must  
17 include a description of the action or alleged action which is being grieved, identification of the  
18 provision of this Agreement which has been violated and the remedy being sought.

19       **19.3.2** Upon receipt of a grievance, the Transit General Manager/designee will meet with the  
20 employee in an attempt to resolve the employee's grievance. The County shall issue a written  
21 decision to the employee and Union within 20 days following such meeting.

22       **19.3.3** If the grievance is not resolved at the level of the Transit General Manager/designee, it  
23 may be referred in writing within ten workdays following the date of the General Manager's written  
24 response to the Director of the Office of Labor Relations ("OLR")/designee. If the grievance is not  
25 pursued to the Director of OLR/designee within the ten workdays, it shall be presumed resolved.

26       **19.3.4** If the decision of the OLR/designee is not satisfactory to the Union or not timely  
27 issued, the Union may, within 20 days of the receipt of the response or, if no timely response was  
28 issued, within 20 days from the date the response was due, submit a written request for mediation.

1 The process will use a mutually acceptable mediator and will conclude within 30 days of the  
2 agreement to pursue mediation.

3       **19.3.5** If the mediator is unsuccessful at resolving the dispute, the Union may submit a  
4 request for arbitration to Transit Human Resources. The request for arbitration must be received by  
5 Transit Human Resources within 30 days from the date of the mediation. The County and the Union  
6 will select an impartial third party to serve as arbitrator. If the parties are unable to agree upon an  
7 arbitrator, then the arbitrator will be selected from a list provided by the Federal Mediation and  
8 Conciliation Services through a mutually acceptable process.

9       **19.3.6** The power and authority of the arbitrator will be strictly limited to determining the  
10 meaning and interpretation of this Agreement. The arbitrator will not have the authority to modify  
11 this Agreement, nor to limit or impair any common law right of the County or the Union. The  
12 arbitrator's decision will be in accordance with federal and state laws and will be final and binding on  
13 all parties.

14       **19.3.7** The expense of the arbitration will be borne equally by the County and the Union. The  
15 County and the Union will each bear their own expense, including attorney fees, for the preparation  
16 and presentation of the arbitration regardless of the outcome of the case.

17 **ARTICLE 20: SAVINGS CLAUSE**

18       Should any section of this Agreement or any addenda thereto be held invalid by operation of  
19 law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any  
20 provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be  
21 affected thereby. If the Employer and the Union are unable to mutually agree upon language to  
22 replace that held invalid by law or tribunal, the parties agree to resolve their disagreement through the  
23 mediation and arbitration steps of the Dispute Resolution Procedures in Article 19.

24       It is intended that this Agreement and the Employer's established personnel policies, rules,  
25 and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in  
26 conflict with this Agreement, their provisions shall be applicable to employees in the bargaining unit.  
27 Wherever a conflict may arise between said personnel policies, rules, and regulations, and this  
28 Agreement, the provisions of the Agreement shall control.

1 **ARTICLE 21: WAIVER AND COMPLETE AGREEMENT**

2           21.1 The Agreement expressed herein in writing constitutes the entire Agreement between the  
3 parties and no express or implied or oral statements shall add to or supersede any of its provisions.

4           21.2 The parties acknowledge that during the negotiations which resulted in this Agreement,  
5 each had the unlimited right and opportunity to make demands and proposals with respect to any  
6 subject or matter appropriate for collective bargaining, and that the understanding and agreements  
7 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.  
8 Therefore, the County and Union, for the life of this Agreement, each voluntarily and unqualifiedly  
9 waive the right and each agrees that the other shall not be obligated to bargain collectively with  
10 respect to any subject or matter, even though such subjects or matters may not have been within the  
11 knowledge of contemplation of either or both of the parties at the time that they negotiated or signed  
12 this Agreement.

13           21.3 Should the parties agree to amend or supplement the terms of this Agreement, such  
14 amendments or supplements shall be in writing. No binding agreements, including but not limited to  
15 memorandums of understanding, side letters, etc., involving the day-to-day administration of the  
16 collective bargaining agreement or the bargaining relationships will be entered into with the  
17 bargaining representative without the authorization of the King County Labor Relations Director or  
18 his/her designee.

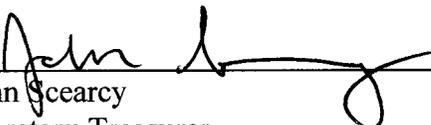
1 **ARTICLE 22: DURATION**

2 This agreement shall be valid from April 1, 2014 through March 31, 2016.

3  
4  
5 APPROVED this 23<sup>rd</sup> day of July, 2015.

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8  
9 By:   
10 \_\_\_\_\_  
11 King County Executive

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14 For International Brotherhood of Teamsters Local 117:

15  
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17 \_\_\_\_\_  
18 John Searcy  
19 Secretary-Treasurer  
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2 **cba Code: 152**

**Union Code: F8**

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4 **Addendum A - Wage Rates**

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<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Salary Range on the King County Squared Table</b>
1132100	113002	Transit Operations Manager	82
1132800	114502	Transit Light Rail Manager	82
1132400	113302	Transit Vehicle Maintenance Manager	79
1132300	113202	Transit Power and Facilities Manager	79
1132600	113502	Transit Service Development Manager	79
1132500	113403	Transit Design and Construction Manager	77
1137100	114402	Paratransit/Rideshare Operations Manager	77
1132700	113602	Transit Customer Communications and Services Manager	77
1132110	113011	Transit Operations Manager - Assistant	75
1132410	113331	Transit Vehicle Maintenance Manager - Assistant	75

## **ADDENDUM B**

### **MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS**

#### **ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

##### **Introduction:**

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

## ADDENDUM B

### Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

#### **January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements (“wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits”) of current collective bargaining agreements (CBAs) are “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a “Total Compensation” agreement that will be effective January 1, 2017 or later, as agreed to by the parties. “Total Compensation” elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these “Total Compensation” elements as well as county initiatives that include but are not limited to “Employer of the Future” and “Standards.” It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of “Total Compensation”) is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

#### **January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers**

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

#### **Lump Sum Coalition Participation Premium Payment**

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

## ADDENDUM B

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

### Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

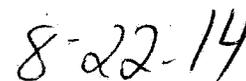
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director  
Office of Labor Relations  
King County Executive Office



Date

**ADDENDUM B**  
**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**KING COUNTY AND**  
**THE UNDERSIGNED UNIONS**

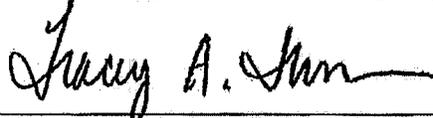
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

**Labor Organization: International Brotherhood of Teamsters Local 117**

**Ratified by the Members covered by the Contracts listed below:**

<b>cba code</b>	<b>Labor Organization</b>	<b>Contract</b>
412	Teamsters Local 117	Administrator I - Transit, Department of Transportation
456	Teamsters Local 117	Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments
461	Teamsters Local 117	Joint Units Agreement
454	Teamsters Local 117	Legislative Analysts - King County Council
230	Teamsters Local 117	Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)
154	Teamsters Local 117	Professional & Technical and Administrative Employees
155	Teamsters Local 117	Prosecuting Attorney's Office
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office
152	Teamsters Local 117	Transit Section Managers - Department of Transportation
159	Teamsters Local 117	Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources & Parks
156	Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources & Parks
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks

For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson  
 Secretary-Treasurer

08/21/14

Date

**ADDENDUM B  
ADDENDUM A**

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**KING COUNTY**

**AND**

**COALITION OF LABOR UNIONS**

**REPRESENTING**

**KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS**

**Subject: Coalition bargaining for employees in specified administrative support classifications**

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4  
Administrative Specialist 1 – 4  
Customer Service Specialist 1 – 4  
Technical Information Processing Specialist 1 – 4  
Administrative Office Assistant  
Public Health Administrative Support Supervisor  
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

## ADDENDUM B ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

## ADDENDUM B ADDENDUM A

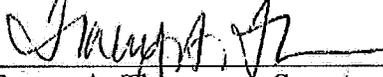
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

**ADDENDUM B  
ADDENDUM A**

6. This Agreement shall remain in effect through December 31, 2013.

**For International Brotherhood of Teamsters Local 117:**

  
\_\_\_\_\_  
Tracey A. Thompson, Secretary-Treasurer

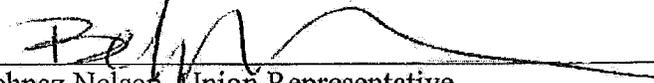
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**For Office & Professional Employees International Union, Local 8:**

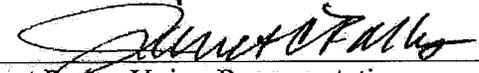
  
\_\_\_\_\_  
Amanda Saylor, Union Representative

4/25/11  
\_\_\_\_\_  
Date

**For Professional and Technical Employees, Local 17:**

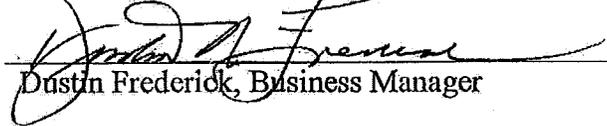
  
\_\_\_\_\_  
Behnaz Nelson, Union Representative

4/26/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Janet Parks, Union Representative

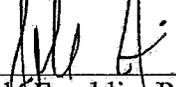
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Date

**For Public Safety Employees Union:**

  
\_\_\_\_\_  
Dustin Frederick, Business Manager

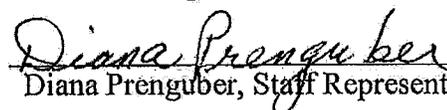
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**For Technical Employees Association:**

  
\_\_\_\_\_  
Ade Franklin, President

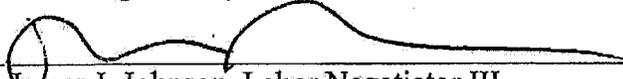
4.27.11  
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Date

**For Washington State Council of County and City Employees, Council 2:**

  
\_\_\_\_\_  
Diana Prenguber, Staff Representative

4-25-11  
\_\_\_\_\_  
Date

**For King County:**

  
\_\_\_\_\_  
James J. Johnson, Labor Negotiator III

4/28/11  
\_\_\_\_\_  
Date

**ADDENDUM B  
ADDENDUM A  
EXHIBIT A**

**GROUND RULES FOR KING COUNTY  
ADMINISTRATIVE SUPPORT COALITION BARGAINING**

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
  - Fiscal Specialist 1-4
  - Administrative Specialist 1-4
  - Customers Service Specialist 1-4
  - Technical Information Processing Specialist 1-4
  - Administrative Office Assistant
  - Medical Application Specialist (Health)
  - Administrative Specialist Supervisor (Health)
  - Administrative Staff Assistant
  - ~~(Application Worker/ Social Services Specialist)~~and any other classification that the parties may agree to include during the course of negotiations.

**ADDENDUM B  
ADDENDUM A**

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
  
7. **Negotiation Process.**
  - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
  
  - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
  
  - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
  
  - D. **Location.** Bargaining sessions will be held at downtown County facilities.
  
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

**ADDENDUM B  
ADDENDUM A**

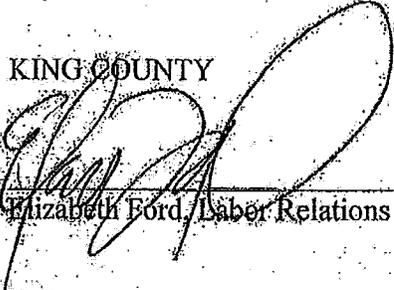
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
  - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
  - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

**ADDENDUM B  
ADDENDUM A**

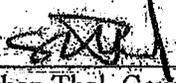
10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30<sup>th</sup> day of September, 2008.

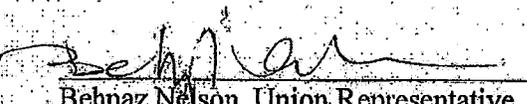
KING COUNTY

  
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117

  
Spencer Nathan Thal, General Counsel

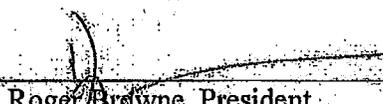
IFPTE, LOCAL 17

  
Behnaz Nelson, Union Representative

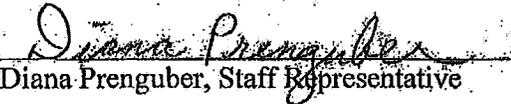
IFPTE, LOCAL 17

  
Janet Parks, Union Representative

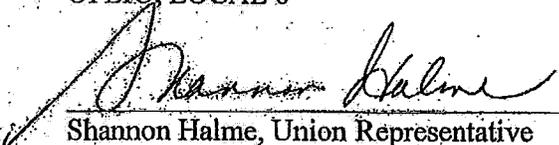
TECHNICAL EMPLOYEES ASSOCIATION

  
Roger Browne, President

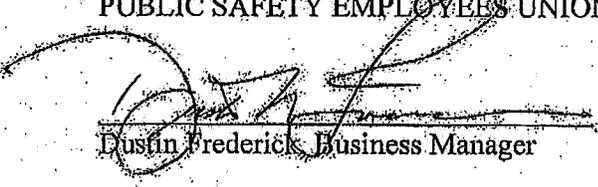
WSCCCE, Council 2

  
Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

  
Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

  
Dustin Frederick, Business Manager