



King County

Transportation, Economy, and Environment Committee

STAFF REPORT

Agenda Item:	5	Name:	Nick Wagner
Proposed No.:	2012-0340	Date:	4 Sep 2012
Invited:	David Levin, Labor Negotiator, Office of Labor Relations, King County Executive Office Whitney Hupf, Union Representative, Professional and Technical Employees, Local 17		

SUMMARY

Proposed Ordinance 2012-0340 (pp. 5-6 of these materials¹) would approve a collective bargaining agreement (CBA) between King County and the Professional and Technical Employees, Local 17. The CBA (pp. 7-32) covers about 40 Transit Supervisors and Transit Superintendents in the Department of Transportation (DOT).

1. Term of the CBA

The CBA covers the three-year period from 1 March 2011 through 28 February 2014. (CBA Article 23, p. 31)

2. The Bargaining Unit

As described in the Executive's transmittal letter (pp. 37-39), Transit Supervisors and Transit Superintendents are responsible for:

- Management and direction of Transit Division facilities in the Operations, Vehicle Maintenance, Facilities Maintenance, and Rail Sections of the Transit Division;
- Direction of work groups of professional staff members in areas such as Service Development, Paratransit and Rideshare, and Sales and Customer Services;
- Supervision and management of the employees who directly provide transit services to the public;
- Management of the transit bases throughout the County; and
- Providing high level guidance and technical expertise to the functions of the Metro Transit Division that are housed in King Street Center.

¹ All page number references are to the meeting materials.

CHANGED CONTRACT PROVISIONS

The proposed CBA is largely a three-year rollover, or continuation, of the previous CBA. The most important substantive changes are described below.

1. COLAs

Article 12, Section 3, of the CBA (pp. 22-23) provides for the following cost of living adjustments (COLAs), which are the same as those agreed to by the vast majority of the County's represented employees:

Year	COLA Formula	COLA²
2011	No COLA	Zero
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, ³ with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	1.96%

Article 12, Section 3, also provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the vast majority of the county's represented employees have agreed to.

2. No changes in pay range

The CBA includes no changes in the pay ranges for the bargaining unit.

3. Changes in job classification titles

The Human Resources Division has drafted new classification specifications for the entire bargaining unit. Title changes associated with that project are reflected throughout the collective bargaining agreement (in the wage addendum, layoff list, and seniority list).

² The COLA percentages are based on the updated fiscal note (p. 41 of these materials). The COLA percentage listed for 2014 is based on a projection by the Office of Economic and Financial Analysis.

³ More specifically: "the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year)."

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the updated Fiscal Note (p. 41) and is summarized in the table below.

	2012	2013	2014
Increase over previous year	\$96,980	\$186,842	\$122,177
Cumulative increase over 2011	\$96,980	\$283,822	\$405,999

The fiscal impact is attributable entirely to the COLAs.

CONSISTENCY WITH LABOR POLICIES

The proposed CBA is consistent with the County's labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 38)

ATTACHMENTS

Page

1. Proposed Ordinance 2012-0340.....	5
Att. A (Collective Bargaining Agreement)	7
2. Checklist and Summary of Changes	33
3. Contract Summary.....	35
4. Transmittal letter.....	37
5. Updated Fiscal Note	41

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 30, 2012

Ordinance

Proposed No. 2012-0340.1

Sponsors Phillips

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

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

12 SECTION 2. Terms and conditions of said agreement shall be effective from
13 March 1, 2011, through and including February 28, 2014.

14

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, ____.

Dow Constantine, County Executive

Attachments: A. Agreement - Professional and Technical Employees - Local 17 Transit Supervisors

Agreement between
King County
and
Professional and Technical Employees, Local 17
Transit Supervisors
March 1, 2011 to February 28, 2014

INDEX

1

2

3

4

5

6

7 ARTICLE 1: UNION RECOGNITION, MEMBERSHIP AND REPRESENTATION 1

8 ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY..... 4

9 ARTICLE 3: EMPLOYEE RIGHTS..... 4

10 ARTICLE 4: PERFORMANCE APPRAISALS 4

11 ARTICLE 5: PROBATION..... 4

12 ARTICLE 6: DISCIPLINE..... 5

13 ARTICLE 7: DISPUTE RESOLUTION PROCEDURES 6

14 ARTICLE 8: HOLIDAYS 10

15 ARTICLE 9: VACATIONS 11

16 ARTICLE 10: SICK LEAVE 12

17 ARTICLE 11: OTHER LEAVE BENEFITS 13

18 ARTICLE 12: WAGES 14

19 ARTICLE 13: BENEFITS..... 16

20 ARTICLE 14: WORK ASSIGNMENTS 17

21 ARTICLE 15: SUBCONTRACTING 18

22 ARTICLE 16: LAYOFF AND RECALL..... 18

23 ARTICLE 17: TRAINING 22

24 ARTICLE 18: DRUG FREE WORK PLACE 22

25 ARTICLE 19: RIGHTS OF MANAGEMENT 22

26 ARTICLE 20: LABOR MANAGEMENT RELATIONS COMMITTEE 22

27 ARTICLE 21: WORK CONTINUATION..... 23

28 ARTICLE 22: SAVINGS, SUBORDINATION, WAIVER AND REOPENER 23

ARTICLE 23: DURATION AND MODIFICATIONS..... 24

ADDENDUM A - JOB CLASSIFICATIONS, PAY RANGES, AND PAY STEPS 25

1 **Preamble**

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

5 **Purpose**

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

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

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

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

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

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

20 **Section 1. Union Recognition**

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

26 **Section 2. Union Membership**

27 A. It is a condition of employment that, within 30 days of the effective date of this
28 Agreement, all Employees covered by this Agreement will become and remain members in good

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

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

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

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

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

24 **Section 3. Union Dues Deduction**

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

28 **B.** The Union will indemnify and hold the County harmless against any claims made

1 and against any suit instituted against the County on account of any collection of dues for the Union.
2 The Union agrees to refund to the County any amounts paid to it in error on account of the collection
3 provision upon presentation of proper evidence thereof.

4 **Section 4. Shop Stewards**

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

7 **Section 5. Union activities and representation**

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

14 **Section 6. Union Postings**

15 The County will permit the Union to post or distribute, in Employees' work locations,
16 announcements of meetings, election of officers, and other Union materials, provided there is
17 sufficient space beyond what is required by the County for normal operations. Only recognized,
18 officers, stewards and staff representatives of the Union will be entitled to post and remove Union
19 materials, and only materials originating from the Union office and bearing the Union logo or
20 letterhead may be posted on the Union bulletin board space.

21 **Section 7. Retired Employees**

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

24 **Section 8. Non-Discrimination**

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

1 **ARTICLE 2: EQUAL EMPLOYMENT OPPORTUNITY**

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

6 **ARTICLE 3: EMPLOYEE RIGHTS**

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

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

11 **Section 2. Union Representation**

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

14 **ARTICLE 4: PERFORMANCE APPRAISALS**

15 Each Employee will receive regular performance appraisals.

16 **ARTICLE 5: PROBATION**

17 **Section 1. Length of Probation**

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

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

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

26 If an Employee has been working in a job classification on a temporary, acting basis and is
27 then hired into the same position as a regular Employee, any portion of the time spent in the position
28 in an acting capacity may, at the discretion of the County, be counted towards satisfying the

1 Employee's required probationary period.

2 **Section 3. Dispute resolution**

3 **A. Performance**

4 1) The County may terminate a probationary Employee for unsatisfactory job-
5 performance.

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

12 **B. Discipline**

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

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

21 **ARTICLE 6: DISCIPLINE**

22 **A.** An Employee may be disciplined for just cause. Discipline may include, but is not
23 limited to, verbal or written reprimands, delayed salary step increases (except those delays caused by
24 performance improvement plans), demotion, suspension without pay and/or discharge of the
25 Employee.

26 **B.** Prior to any disciplinary action being taken, an investigation will be conducted. The
27 Employee will be advised of the basis for any disciplinary action and given the opportunity to respond
28 prior to the implementation of the discipline. The type and severity of disciplinary action will be

1 consistent with the nature and severity of the behavior that led to the disciplinary action. In
2 determining appropriate disciplinary action, the County will also consider mitigating circumstances,
3 which may include the Employee's work record. Probationary employees are not subject to the
4 definitions or processes in this Article.

5 **ARTICLE 7: DISPUTE RESOLUTION PROCEDURES**

6 **Section 1. Purpose**

7 The Union and County recognize that prompt and diligent review of Employee disputes and
8 grievances is vital to the development and continuance of good employee relations and morale. To
9 accomplish this objective, the Union and County will make every effort to settle disputes and
10 grievances quickly and at the lowest possible level of supervision.

11 **Section 2. Time limits**

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

17 **Section 3. Employee Responsibility**

18 This Agreement provides an Employee with two dispute resolution options, described in
19 Sections 4 and 5 below, so that both contractual and non-contractual issues can be effectively
20 resolved. Prior to deciding which option to follow, the Employee will confer with his/her union
21 representative to determine the appropriate process for the Employee's specific concern.

22 **Section 4. Non-Contractual Dispute Resolution and Mediation**

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

25 **B.** An Employee who has a non-contractual dispute is encouraged to exercise his/her
26 rights to pursue dispute resolution and, if appropriate, mediation to resolve the dispute. To initiate
27 this process, the Employee will request a dispute resolution meeting with his/her immediate
28 supervisor. The Employee and his/her supervisor will then meet in an attempt to resolve the dispute.

1 The supervisor, if requested by the Employee, will provide the Employee with a written summary of
2 the meeting and outcome within 20 days of the meeting.

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

7 **Section 5. Contractual Disputes**

8 A. The parties agree that an Employee may use the following grievance process only
9 for disputes regarding the interpretation and/or application of the express written terms of this
10 Agreement.

11 B. **Pre-Grievance Meeting:** Before an Employee may file a grievance, the Employee
12 must, within 20 days of the act or knowledge of the act being grieved, submit to his/her supervisor a
13 written request for a pre-grievance meeting outlining the date and specific events of concern. The
14 Employee and his/her supervisor will meet in an attempt to resolve the issue(s) raised by the
15 Employee. Representatives from the Union and/or the County may attend this meeting if requested.
16 Within 20 days of receipt of the request, the supervisor will provide the Employee with a written
17 summary of the meeting, including a statement of the outcome.

18 C. **Step One:**

19 1) If the Employee and his/her supervisor are unable to resolve the issue(s) to
20 the Employee's satisfaction, the Employee may, within 20 days of receipt of the pre-grievance dispute
21 resolution meeting summary or, if no timely summary was issued, within 20 days from the date the
22 summary was due, present a written grievance to his/her supervisor. The grievance must include:

- 23 (a) Description of the action or alleged action which is being grieved.
- 24 (b) A copy of the Pre-grievance dispute resolution summary, if issued.
- 25 (c) Identification of the provision of this Agreement, which has been
26 violated.
- 27 (d) The remedy being sought.

28 2) Upon receipt of a Step One grievance request, a Transit Manager/designee

1 will meet with the Employee in an attempt to resolve the Employee's grievance. The County must
2 issue a written decision to the Employee and Union within 20 days following receipt of the Step One
3 grievance request.

4 **D. Step Two:**

5 1) If the Step One decision is not satisfactory to the Union or not timely
6 issued, the Union may, within 20 days of the receipt of the Step One response or, if no timely
7 response was issued, within 20 days from the date the response was due, submit a written request for
8 a Step Two hearing of the grievance to Transit Human Resources.

9 2) Upon receipt of the Step Two grievance request, the Supervisor of Transit
10 Employee Relations/designee and the Transit General Manager/designee will meet with the Employee
11 and the Union in an attempt to resolve the Employee's grievance. The County must issue a written
12 decision to the Employee and the Union within 20 days of receipt of the Step Two request. This
13 decision will have the concurrence of the Director/designee of the Office of Labor Relations of the
14 King County Executive Office.

15 **E. Mediation:**

16 1) For disputes regarding the discipline of an Employee other than a
17 suspension, demotion or discharge, Mediation is the next and final dispute resolution step. All non-
18 disciplinary disputes and disputes regarding the suspension, demotion or discharge of an Employee
19 may be taken to Mediation with an additional review available through arbitration, or they may be
20 taken directly to arbitration.

21 2) Should the parties agree that the next appropriate step for the grievance is
22 mediation, the Union may submit a request for mediation to Transit Human Resources. Such request
23 must be received by Transit Human Resources within 20 days of receipt of the Step Two response or,
24 if no timely response was issued, within 20 days from the date the response was due. The process
25 will use a mutually acceptable mediator(s) and will conclude within 30 days of the agreement to
26 pursue Grievance Mediation.

27 **F. Arbitration:**

28 1) All non-disciplinary disputes and disputes regarding the suspension,

1 demotion or discharge of an Employee may be taken to arbitration if the Step Two decision is not
2 satisfactory or not timely issued, or if the mediator is unsuccessful at resolving the dispute. To
3 initiate the Arbitration process, the Union must submit a request for arbitration to Transit Human
4 Resources. The request for arbitration must be received by Transit Human Resources within 20 days
5 of receipt of the Step Two response or, if no timely response was issued, within 20 days from the date
6 the response was due, or, if mediation was attempted, 20 days from the date of the mediation. The
7 County and the Union will select an impartial third party to serve as arbitrator. In the event the
8 parties are unable to agree upon an arbitrator, then the arbitrator will be selected from a list provided
9 by the Federal Mediation and Conciliation Services (FMCS) through a mutually acceptable process.

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

15 3) The expense of the arbitration will be borne equally by the County and the
16 Union. The County and the Union will each bear their own expense (including attorney fees) for the
17 preparation and presentation of the arbitration regardless of the outcome of the case.

18 **Section 6. Unfair Labor Practices**

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

1 **ARTICLE 8: HOLIDAYS**

2 **Section 1. Approved Holidays**

3 All Employees, except temporary Employees, will be granted the following designated
4 holidays with pay:

5

6 New Year's Day	January 1st
7 Martin Luther King, Jr. Day	Third Monday in January
8 President's Day	Third Monday in February
9 Memorial Day	Last Monday in May
10 Independence Day	July 4th
11 Labor Day	First Monday in September
12 Veteran's Day	November 11th
13 Thanksgiving Day	Fourth Thursday in November
14 Day after Thanksgiving	
15 Christmas Day	December 25th
16 Two Personal Holidays	

17

18 Employees will also be granted any day designated by public proclamation of the Governor of
19 Washington State as a legal holiday. When a designated holiday occurs on a Sunday, the following
20 Monday will be observed as the holiday. When a holiday occurs on a Saturday, the preceding Friday
21 will be observed as the holiday.

22 **Section 2. Personal Holidays**

23 Eight hours of holiday time will be credited to each Employee's holiday accrual bank on
24 October 1 and on November 1 of each year.

25 **Section 3. Work on a Holiday**

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

28 **Section 4. Holiday Accrual Bank**

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

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

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

6 **ARTICLE 9: VACATIONS**

7 **Section 1. Accrual Rates**

8 Regular, full-time and regular, part-time (prorated) Employees will receive vacation accrual as
9 indicated in the following table:

10	11	12	13
Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)	
14	000 thru 060	0.0462 X Basis Hours	12
15	061 thru 096	0.0577 X Basis Hours	15
16	097 thru 120	0.0616 X Basis Hours	16
17	121 thru 192	0.0770 X Basis Hours	20
18	193 thru 204	0.0808 X Basis Hours	21
19	205 thru 216	0.0847 X Basis Hours	22
20	217 thru 228	0.0885 X Basis Hours	23
21	229 thru 240	0.0924 X Basis Hours	24
22	241 thru 252	0.0962 X Basis Hours	25
23	253 thru 264	0.1001 X Basis Hours	26
24	265 thru 276	0.1039 X Basis Hours	27
25	277 thru 288	0.1078 X Basis Hours	28
26	289 thru 300	0.1116 X Basis Hours	29
27	301 thru 9999999	0.1154 X Basis Hours	30

28 **Section 2. Vacation Accrual Date**

Each Employee will accrue vacation each biweekly pay period, based on County seniority.
County seniority is defined as completed years of service with King County and its predecessor
organizations including Metro, the City of Seattle and Metropolitan Transit.

1 **Section 3. Work while on Vacation**

2 No person will be permitted to work for compensation for the County in any capacity during a
3 time when vacation is being paid.

4 **Section 4. Disposition of Accrual**

5 A. Upon termination, the Employee will be paid for unused vacation, up to a
6 maximum of 480 hours.

7 B. In the case of separation by death, payment of unused vacation, up to a maximum
8 of 480 hours, will be made to the Employee's estate or, in applicable cases, as provided by
9 R.C.W. 49.48.

10 **Section 5. Maximum Accrual**

11 The maximum vacation which an Employee may have in his/her vacation balance on the last
12 day of the payroll year is 480 hours. An Employee's appointing authority may approve a temporary
13 carryover of excess vacation leave. At the time of separation, no Employee will be paid for more than
14 480 hours.

15 **ARTICLE 10: SICK LEAVE**

16 **Section 1. Accrual Rate**

17 A. Each Employee will accrue sick leave at the rate of 0.0460 hours for each hour on
18 regular pay status, commencing with the first day of employment.

19 B. There is no limit to the amount of sick leave that an Employee can accrue.

20 **Section 2. Use of Other Accrued Leave**

21 An Employee may choose to use vacation or other accrued leave time as an extension of sick
22 leave when sick leave has been exhausted.

23 **Section 3. Authorized Uses**

24 Sick leave may be used in accordance with Section 14.4.3 of the King County Personnel
25 Guidelines and applicable laws.

26 **Section 4. Disposition of Accrual**

27 A. Separation from King County employment, except by retirement or death, will
28 cancel all sick leave currently accrued to the Employee. Should an Employee resign in good

1 standing, or be laid off, and return to the County within three years, his/her accrued sick leave will be
2 restored.

3 **B.** An Employee who has at least five years of service and retires as a result of length
4 of service, or who terminates by reason of death, will receive (or the Employee's estate will receive) a
5 cash payment equal to 35% of the Employee's accrued sick leave multiplied by the Employee's salary
6 rate in effect on the date of separation or termination.

7 **Section 5. VEBA**

8 VEBA benefits will be made available to this bargaining unit to the extent, terms, and
9 duration that they are offered to this bargaining unit through the Joint Labor Management Insurance
10 Committee.

11 **ARTICLE 11: OTHER LEAVE BENEFITS**

12 **Section 1. Bereavement Leave**

13 If an Employee's close relative or the close relative of the Employee's spouse/domestic
14 partner dies, such Employee is entitled to two days off with pay for bereavement leave. An additional
15 day will be paid when round trip travel of 200 or more miles is required. If an Employee requests
16 more time, up to an additional three days may be used from the Employee's sick leave balance.

17 **Section 2. Union Leave**

18 If an Employee is elected or appointed to an office in a local of the Union which requires part
19 or all of his/her time, the Employee will be given, with agreement of the Employee's supervisor or
20 manager, a leave of absence without pay.

21 **Section 3. Executive Leave**

22 **A.** Employees represented by this Agreement are currently classified as FLSA-
23 exempt. However, the nature of their work sometimes requires them to be on-call for significant
24 periods of time and to work, on an on-going basis, substantially in excess of the standard work
25 schedule for other County employees. Therefore, each Employee will be granted five days of
26 executive leave annually. In addition to these five days of executive leave, an Employee may be
27 granted up to an additional five days of executive leave, when authorized in writing by his/her
28 immediate supervisor, in recognition of the additional on-call time, excess work and/or performance

1 expectations required by his/her specific position.

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

6 **Section 4. Other Leaves**

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

9 **ARTICLE 12: WAGES**

10 **Section 1. Wage Rates**

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

13 **Section 2. Wage Progression**

14 **A.** If a current County Employee is hired into a bargaining unit position, that
15 Employee will be placed at a step which provides a minimum five percent increase over the
16 Employee's former salary, not to exceed the established top step. The appointing authority may place
17 the promoted Employee at a higher step when the department director determines this action is
18 warranted based on the criteria set forth in the 2005 King County Personnel Guidelines.

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

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

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

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

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

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

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

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

10 COLA increases, if any, will be effective on January 1 of each year.

11 There shall be no 2011 Cost of Living pay adjustment.

12 In subsequent years, the parties agree that wages will be increased by percentage amounts
13 shown below:

14 **A. 2012 COLA**

15 Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly
16 Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical
17 Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.
18 This amount is known to be 1.63%.

19 **B. 2013 COLA**

20 Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly
21 Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical
22 Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

23 **C. 2014 COLA**

24 Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly
25 Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical
26 Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

27 The parties agree when significant shifts in economic and fiscal conditions occur during the
28 term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an

1 increase in the King County unemployment rate of more than 2 percentage points compared with the
2 previous year or a decline of more than 7%, in County retail sales as determined by comparing current
3 year to previous year. Data will be derived from Washington State Department of Revenue. By no
4 later than July 30th of each year of this agreement, the county will assess whether the economic
5 measurements listed above trigger contract reopeners on COLA for the subsequent year.

6 **Section 4. Acting Assignments - Salary Credit**

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

13 **Section 5. Pay upon Personnel Action.** An employee who is promoted, reclassified, or
14 works outside of classification for more than 2 weeks in an acting capacity in a classification having a
15 higher maximum salary shall be placed at the nearest step in the new salary range which provides at
16 least a 5% increase above the employee's previous rate of pay in effect at the time of the personnel
17 action. Employees working outside of their classification in an acting capacity for 2 weeks or less
18 shall receive a 5% increase above the employee's previous rate of pay. However, an employee may
19 not exceed the maximum salary of the higher classification including merit pay.

20 **ARTICLE 13: BENEFITS**

21 **Section 1. Insurance Benefits**

22 A. The County and Union currently participate in the Joint Labor Management
23 Insurance Committee which is comprised of representatives from the County and its labor unions.
24 The County and Union agree to continue the Joint Labor-Management Insurance Committee.

25 B. The County presently participates in group medical, dental, vision, life and long-
26 term disability insurance benefit programs. These programs, and the level of County premium
27 contributions to these programs, are determined by the Joint Labor Management Insurance
28 Committee. The County agrees to provide the benefit programs and the level of benefits and

1 premium contributions as determined by the Joint Labor-Management Insurance Committee.

2 C. Full benefit coverage, as defined by the Joint Labor Management Insurance
3 Committee, will be provided to all regular part-time (half-time or more) and regular full-time
4 Employees.

5 **Section 2. Insurance Benefits for Retirees**

6 Benefit options, as defined by the Joint Labor Management Insurance Committee, will be
7 available to retirees.

8 **Section 3. Transit Passes**

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

11 **Section 4. Accidental Death Benefit - Criminal Assault**

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

15 **ARTICLE 14: WORK ASSIGNMENTS**

16 **Section 1. Alternative Work Schedules**

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

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

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

27 A. Temporary Assignments: An Employee may be assigned to a higher level
28 classification on a temporary basis. However, if the temporary assignment extends beyond 6 months,

1 the County will review with the Union the reasons why the acting assignment is still required. A
2 review will occur every six months, for the duration of the temporary assignment, unless specifically
3 waived by the Union.

4 **B. Wages for Temporary Upgrades:** An Employee who is assigned to a temporary
5 upgrade will be paid in accordance with Article 12, Section 5 of this agreement.

6 **ARTICLE 15: SUBCONTRACTING**

7 The County agrees not to contract out work typically performed by currently employed
8 members of the bargaining unit if the contracting of such work eliminates or reduces the normal
9 workload of the bargaining unit. If, in order to secure funding for a specific, time-limited project, the
10 County is required to contract all or part of the work to be performed due to limitations imposed by
11 funding agreement, said contracting will not be considered a violation of this article. The County
12 agrees to provide the Union, upon request, with documentation to support any contracting of work
13 under the terms of this article.

14 **ARTICLE 16: LAYOFF AND RECALL**

15 **Section 1. Layoff Process**

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

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

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

25 **Section 2. Notice**

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

1 **Section 3. Recall**

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

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

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

17 D. An Employee who is recalled from layoff will have all unpaid sick leave balances
18 restored.

19 **Section 4. Outplacement Services**

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

24 **Section 5. Layoff Seniority**

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

1 for the longest continuous period of time shall have higher seniority.

2 **B.** Seniority dates for current employees shall be determined by the parties
3 periodically and memorialized in a side letter.

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

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

1 **Section 6. Layoff Groups**

2 Layoff Groups are defined as follows:

3

4	Position Title
5	Transit Supervisor - Accessible Services
6	Transit Superintendent - Base Operations
7	Transit Supervisor - Commute Trip Reduction
8	Transit Supervisor - Customer Services
9	Transit Superintendent - Facilities Maintenance
10	Transit Superintendent - Fleet Engineering
11	Transit Superintendent - Operations Training
12	Transit Superintendent - Power
13	Transit Supervisor - Rideshare Operations
14	Transit Superintendent - Operations Control Center
15	Transit Supervisor - Marketing & Service Information
16	Transit Superintendent - Planning & Technical Support
17	Transit Superintendent - Service Quality
18	Transit Supervisor - Systems Development & Operations
19	Transit Superintendent - Vehicle Procurement
20	Transit Supervisor - Safety
21	Transit Superintendent - Vehicle Maintenance
22	Transit Superintendent - Rail Control Center
23	Transit Superintendent - Rail Operations
24	Transit Superintendent - Rail Vehicle Maintenance
25	Transit Superintendent - Rail Way, Power, & Signal
26	Transit Supervisor - Market Development
27	Transit Supervisor - Research & Management Information
28	Transit Supervisor - Scheduling
	Transit Supervisor - Route Facilities
	Transit Supervisor - Service Planning
	Transit Supervisor - Long Range Planning & Performance Management

1 **ARTICLE 17: TRAINING**

2 **Section 1. Training Opportunities**

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

7 **Section 2. Reimbursement for Training Expenses**

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

14 **ARTICLE 18: DRUG FREE WORK PLACE**

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

17 **ARTICLE 19: RIGHTS OF MANAGEMENT**

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

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

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

1 **ARTICLE 21: WORK CONTINUATION**

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

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

9 **Section 1. Savings and Subordination**

10 Should any part or provision of this Agreement be rendered or declared invalid because of an
11 existing or subsequently enacted state or federal legislation or by any decree of a court of competent
12 jurisdiction, the County and Union agree, upon notification of invalidation, to meet and negotiate
13 those parts or provisions which are affected. The invalidation of any part of this Agreement will not,
14 however, invalidate the remaining parts or provisions of the Agreement which will remain in full
15 force and effect.

16 **Section 2. Waiver**

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

23 **Section 3. Reopener on Vacation Cashout**

24 If King County determines that vacation cashout is a benefit that can become available to
25 represented employees, the parties shall reopen negotiations for the purpose of negotiating a basis and
26 terms for providing cashout benefit to members of this bargaining unit.

1 **ARTICLE 23: DURATION AND MODIFICATIONS**

2 **Section 1. Effective Date**

3 This Agreement shall be effective upon conclusion of the approval process by King County
4 Council and shall cover the period March 1, 2011 through February 28, 2014.

5 **Section 2. Modification**

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

10 **Section 3. Negotiations for Succeeding Agreement**

11 Negotiations for the succeeding Agreement may be initiated by either party providing to the
12 other written notice of its intention to do so. At the discretion of the Union the parties will conduct
13 negotiations on a successor agreement concurrently with negotiations on the Transit Chiefs [042]
14 bargaining unit's successor agreement regardless of the different expiration dates.

15 APPROVED this 18th day of JULY, 2012.

16 By: Don Const
17 King County Executive

19 For Professional and Technical
20 Employees, Local 17:

21 Joseph L. McGee
22 Joseph L. McGee
23 Executive Director, PTE, Local 17

24 Whitney Hupf
25 Whitney Hupf
26 Union Representative, PTE Local 17

27 George Sites
28 George Sites
Member Negotiating Team

Jeff Wamsley
Jeff Wamsley
Member Negotiating Team

Jon Bez
Jon Bez
Member Negotiating Team

Professional and Technical Employees
Local 17
Transit Division - Supervisors

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	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 *
8712220	873330	Transit Superintendent - Rail Way, Power and Signal	72 + 11%	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 Supervisor - Accessible Services	72	1-2-3-4-5 *
8711010	871530	Transit Supervisor - Commute Trip Reduction	72	1-2-3-4-5 *
8711020	871540	Transit Supervisor - Customer Services	72	1-2-3-4-5 *
8711030	871550	Transit Supervisor - Marketing and Service Information	72	1-2-3-4-5 *
8711040	871560	Transit Supervisor - Rideshare Operations	72	1-2-3-4-5 *
8711050	871570	Transit Supervisor - Safety	72	1-2-3-4-5 *
8711060	871580	Transit Supervisor - Service Development	72	1-2-3-4-5 *
8711070	871590	Transit Supervisor - Systems Development and Operations	75	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule				



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Professional and Technical Employees, Local 17 (Transit Supervisors - Department of Transportation, Metro Transit Division)
Labor Negotiator
David Levin

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA?</i>	No

<i>Six Point Summary of changes to the attached agreement:</i>
1. This collective bargaining agreement is a rollover of the previous contract and agreements with the Union.
2. The new County cost-of-living adjustment formula is included in this contract, covering 2012, 2013, and 2014.
3. The Human Resources Division has drafted new classification specifications for the entire bargaining unit. Title changes associated with that project are reflected throughout the collective bargaining agreement (the wage addendum, layoff list, and seniority list).
4.
5.
6.

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

CONTRACT

Professional and Technical Employees, Local 17 (Transit Supervisors - Department of Transportation, Metro Transit Division)

TERM OF CONTRACT:

March 1, 2011, through February 28, 2014

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:

The Transit Supervisors are the second line of supervision in the Metro Transit Division.

NEGOTIATOR:

David Levin

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	The contract contains a provision allowing for reduction-in-force based on seniority and qualifications.
➤ INTEREST-BASED BARGAINING:	The parties engaged in interest-based discussions during the collective bargaining process.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The contract contains a provision relating to equal employment opportunity.
➤ CONTRACTING OUT OF WORK:	The contract would allow for the contracting out of work as long as it does not eliminate or reduce the normal workload of the bargaining unit
➤ LABOR / MANAGEMENT COMMITTEES:	The contract charters a labor/management committee.
➤ MEDIATION:	The contract encourages mediation for both contractual and non-contractual disputes.
➤ CONTRACT CONSOLIDATION:	The contract covers Transit Supervisors who perform work in a great number of sub-disciplines of the Metro Transit Division.
➤ HEALTH BENEFITS COST SHARING:	The bargaining unit is subject to the agreements of the Joint Labor Management Insurance Committee.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	Collective bargaining negotiations commenced before the expiration of the contract; however, negotiations continued past the expiration of the contract as the parties discussed a number of union proposals.

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

CONTRACT

Professional and Technical Employees, Local 17 (Transit Supervisors - Department of Transportation, Metro Transit Division)

COUNCIL POLICY	COMMENTS
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The use of temporary or part-time employees is governed by the King County Personnel Guidelines.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	This bargaining unit is paid on a biweekly basis.
➤ INTEREST ARBITRATION ELIGIBLE:	This bargaining unit is eligible for interest arbitration by state statute.
➤ NO STRIKE PROVISION:	The contract contains a no-strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	This bargaining unit receives standard forms of leave.
➤ HOURS OF WORK:	All of the members of the bargaining unit are currently classified as Fair Labor Standards Act (FLSA) exempt.
➤ PERFORMANCE EVALUATIONS:	The contract requires that all employees receive regular performance appraisals.

August 14, 2012

The Honorable Larry Gossett
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide quality transit service to the public. The enclosed ordinance, if approved, will ratify the Professional and Technical Employees, Local 17 (Transit Supervisors) collective bargaining agreement (CBA) for the period of March 1, 2011, through February 28, 2014. This agreement covers approximately 40 employees in the Department of Transportation.

Transit Supervisors are responsible for the management and direction of Transit Division facilities in the Operations, Vehicle Maintenance, Facilities Maintenance, and Rail Sections of the Transit Division. Transit Supervisors also head up work groups of professional staff members in areas such as Service Development; Paratransit and Rideshare; and Sales and Customer Services.

The employees in this bargaining unit supervise and manage the employees who directly provide transit services to the public. They manage the transit bases throughout the County and provide high level guidance and technical expertise to the functions of the Metro Transit Division that are housed in King Street Center.

This CBA is an extension of the material terms of the expired agreement. It maintains the negotiated provisions of the prior agreement.

During the term of the previous agreement, the Human Resources Division completed a project whereby it created classification specifications for the positions in the bargaining unit.

The Honorable Larry Gossett

August 14, 2012

Page 2

This project resulted in new job titles for many of the jobs. Throughout the new collective bargaining agreement, the parties have replaced the old job titles with the new job titles. These changes are administrative in nature. The salary ranges for all positions in the bargaining unit have not changed.

Along with most bargaining units in the County, the Transit Supervisors did not receive a cost-of-living adjustment (COLA) in 2011. As part of that agreement, which was reached in a coalition bargaining setting, the bargaining unit agreed to a new COLA formula to be applied in 2012, 2013, and 2014. The new CBA incorporates the new preferred County COLA formula into its text and contains the standard wage reopener that can be triggered if a serious deterioration of the economy occurs.

The employees in this bargaining unit, on a day to day basis and through long term projects, work to improve the efficiency of the Metro Transit Division's operations. In their roles as the supervisors of the transit bases and as the heads of work groups in the fields of service development; sales and customer services; power and facilities; rail; and paratransit and rideshare, Transit Supervisors are tasked with finding innovative and efficient ways of delivering transit services to the public.

This agreement furthers the goals of the County's Strategic Plan including the following areas:

- Service Excellence: will help ensure a continuity of Transit services that are responsive to community needs;
- Financial Stewardship: by adopting the wage reopener language that can be triggered if a serious deterioration of the economy occurs;
- Quality Workforce: by ensuring fair wages and benefits in order to recruit and retain good employees; and
- Economic Growth and Built Environment: a well run transit system helps link our communities.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help provide King County residents with a well run transit system.

The Honorable Larry Gossett

August 14, 2012

Page 3

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine

King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Michael Woywod, Chief of Staff

Patrick Hamacher, Senior Principal Legislative Analyst

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
Executive Office

Dwight Dively, Director, Office of Performance, Strategy and Budget

Patti Cole-Tindall, Director, Office of Labor Relations

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FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	Professional and Technical Employees, Local 17 (Transit Supervisors - Department of Transportation, Metro Transit Division)	
Effective Date:	Three year contract 3/1/2011 – 2/28/2014	
Affected Agency and/or Agencies:	Transit	
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004
Department Sign Off:	Jill Krecklow, Finance & Administrative Services Manager, Transit, DOT	Phone: 684-1019
Note Reviewed by:	Shelley De Wys, Budget Analyst	Phone: 263-9718
Supplemental Required?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2012*	2013	2014
Transit	464	DOT	\$ 96,980	\$186,842	\$122,177
TOTAL: Increase FM previous year			\$ 96,980	\$186,842	\$122,177
TOTAL: Cumulative			\$ 96,980	\$283,822	\$405,999

EXPENDITURE BY CATEGORIES:						
Expense Type	Fund Code	Department	2011 Base (estimated)	2012*	2013	2014
Salaries		DOT	\$ 5,174,546	\$ 84,345	\$162,500	\$106,259
OT			\$ 0	\$ 0	\$0	\$0
PERS & FICA			\$ 775,147	\$ 12,635	\$24,342	\$15,918
TOTAL			\$ 5,949,693			
TOTAL: Increase FM previous year				\$ 96,980	\$186,842	\$122,177
TOTAL: Cumulative				\$ 96,980	\$283,822	\$405,999

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period(s):	3/1/2011-2/28/2014
2. Wage Adjustments & Effective Dates:	
COLA:	90% CPI-W Seattle-Tacoma-Bremerton 1/1/2012 (1.63%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 (3.09%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (Assumed 1.96%)
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	Provisions unchanged.
PERS & FICA:	Payroll taxes assumed to be 14.98%.
Overtime:	
4. Other Cost Factors:	
	Assumes staffing level is constant
	* This bargaining unit is receiving the cost of living adjustment for 2012 as part of an agreement regarding Zero COLA for 2011.