

Coalition Labor Agreement (CLA) - Appendix for 153
Agreement Between King County
And
Teamsters Local 117: Capital Division Transit Capital Unit
Managers and Transit Capital Supervisors – Metro Transit Department

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1 **ARTICLE 1: PREAMBLE**

2 **1.1** These Articles, along with the Coalition Labor Agreement (CLA), constitute an
3 Agreement between King County (County) and Teamsters Local Union No. 117 (hereinafter referred
4 to as the “Union” or “Local 117”).)

5 **1.2 Application of Coalition Labor Agreement:** The CLA shall apply to the individual
6 bargaining unit’s employees as follows:

7 **A.** The Preamble in its entirety.

8 **B.** All Superseding and non-superseding provisions, unless otherwise noted in the
9 CLA.

10 **ARTICLE 2: UNION RECOGNITION**

11 **2.1 Recognition:** The County recognizes the Union as the exclusive bargaining
12 representative with respect to wages, hours and working conditions of employment for all
13 Supervisory employees in the Capital Division performing work within the classifications listed in
14 Addendum A of the Metro Transit Department , excluding all other managers and supervisors which
15 are not listed in Addendum A, confidential employees, short term temporary employees, employees
16 covered by other collective bargaining agreements, and all other employees of the employer. This
17 agreement covers one bargaining unit.

18 **2.2 Payroll Deduction for Political Contributions - Democratic, Republican, Independent**
19 **Voter Education (D.R.I.V.E.):** The County agrees to deduct voluntary contributions from the
20 paycheck of all employees covered by this Agreement in accordance with the following:

21 **A.** D.R.I.V.E. shall notify the County of the amount of compensation designated by
22 each contributing employee he or she voluntarily elects to contribute. The amount will be whole
23 dollar increments and calculated based on the employee’s pay period.

24 **B.** The County agrees to deduct from all employees covered by this Agreement their
25 voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the full
26 amount on behalf of the contributing employee, the County will not withdraw any funds for that pay
27 period.

C. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted for each contributing employee along with the name of each employee on whose behalf a deduction is made.

D. The Union will indemnify, defend and hold the County harmless against any claims made against it and any suit instituted against the County on account of any deduction or lack thereof of D.R.I.V.E contributions.

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

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

Preamble/Disclaimer	Sections 12.4, 12.5
Section 1.3	Sections 14.1-14.6, and 14.9-14.15
Chapter 4	Chapter 16
Chapter 5	Chapter 17
Sections 6.5, 6.6, 6.9, and 6.13-6.15	Chapter 18
Chapter 9	Section 19.4
Sections 11.1, 11.2, and 11.4	Chapter 22

ARTICLE 3: RIGHTS OF MANAGEMENT

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

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

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

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

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

ARTICLE 5: PROBATION

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

5.2 Probationary period upon Promotion: An employee who does not successfully complete the probationary period in a position to which the employee has been promoted shall be restored to the employee's former position, former salary, and all other benefits to which the employee would have been entitled if the promotion had not occurred if the former position is still vacant (has not been offered and accepted by an applicant), and the position still exists. If they refuse

to accept an offered position in a lower pay range than the position they initially vacated, they will be laid off. If they accept a lower range position, they will have recall rights to the next available position of the range they had at the time of the initial transfer. If they refuse to accept a position of equal range and similar duties (to the position originally vacated) for which they meet the essential qualifications, they will be placed on the recall list for two years. Provided further, there are no reversion rights if the employee is discharged for cause.

ARTICLE 6: HOLIDAY STAFFING

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

ARTICLE 7: EXECUTIVE LEAVE

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

ARTICLE 8: HOURS OF WORK

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

A. Employee participation shall be on a voluntary basis unless the Section Manager/designee determines that an alternative schedule is essential to the business needs of the

organization. The establishment of and approval for alternative work schedules is vested solely within the purview of the County and may be changed from time to time. Such changes will normally require at least two (2) weeks' notice to the employee.

B. If a holiday designated pursuant to CLA Article 10 falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If a designated holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and their supervisor determines that some other day will be taken for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period.

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

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

8.2 Telecommuting: The Union and the County mutually recognize the importance of regularly reporting to the assigned work site for the purposes of accomplishing work, however, consistent with past practice, an employee may request, and a supervisor may approve, an alternative telecommuting work schedule for the purpose of accommodating and balancing the individual needs of an employee and the business needs of the organization. Additionally, employees are covered by Article 39 Telecommuting of the CLA and the King County Telecommuting Policy, and any amendments thereto.

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

ARTICLE 9: REDUCTION IN FORCE

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

9.2 Seniority Calculation: Seniority shall be the total time spent in a particular classification, or its predecessor classification encompassing the same body of work. Part-time employees shall receive full credit. For instance, a 3/4 time employee who works for 1 year in a classification shall have one (1) full year seniority in that position. If an employee is bumped to a lower level classification within the classifications listed in 9.3, the employee's seniority shall be all of the time spent in the lower level classification combined with any time spent in higher level classifications listed.

9.3 The classifications represented under this Agreement shall be as follows:

Transit Capital Unit Manager
Real Estate, Land Use and Environmental Planning Supervisor
Transit Capital Supervisor

If additional classifications are added to the bargaining unit, the parties will negotiate the impact on this list of classifications. During the term of this agreement there continues to be one existing incumbent employee working in the Real Estate, Land Use and Environmental Planning Supervisor classification. The parties agree and understand that all future hires (including Special Duty Assignments) in the position currently performed by the incumbent Real Estate, Land Use and Environmental Planning Supervisor shall be filled as a Transit Capital Supervisor or Transit Capital Unit Manager, as determined by Metro based on desired and required job qualifications, consistent with the pay provisions set forth in the wage addendum and the Real Estate, Land Use and Environmental Planning Supervisor will be deactivated and removed from the wage addendum.

9.4 Employees may only bump into lower level classifications within the classifications listed in 9.3.

9.5 **Qualifications:** No employee may bump another employee in a classification unless the bumping employee meets the essential qualifications for the classification and the specific qualifications for the position to which the employee intends to bump.

9.6 **Re-call Rights:** A regular employee who is laid off will have recall rights to their previous position for two (2) years from the date of layoff. An employee retains their recall rights if the employee accepts a lesser position with the County. An employee who is laid off shall forfeit their recall rights if the employee refuses a recall.

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

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

ARTICLE 10: WORK STOPPAGES AND EMPLOYER PROTECTION

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

1 **10.2 Union's Responsibilities:** Upon notification in writing by the County to the Union that
2 any of its represented employees are engaged in work stoppage, the Union shall immediately, in
3 writing, order such employees to immediately cease engaging in such work stoppage and provide the
4 County with a copy of such order. In addition, if requested by the County, a responsible official of
5 the Union shall publicly order such employees to cease engaging in such a work stoppage.

6 **ARTICLE 11: WAGE RATES**

7 **11.1** Wage rates are established in Addendum A and will receive increases in accordance
8 with the CLA or as established through interest arbitration.

9 **11.2 Step Increase and Merit Pay:**

10 **A. Pay on Promotion:** Existing County employees promoted into bargaining unit
11 positions shall be placed into a step providing a rate of pay not less than approximately 5% above the
12 previous rate of pay consistent with the rules established by KCC 3.15.130. This 5% increase will be
13 based on the employee's base rate of pay and shall not include shift differentials or other premiums;
14 however merit-over-the-top pay shall be included.

15 **B. Step Increases:** Upon satisfactory completion of a six (6) month probationary
16 period, regular employees shall receive one (1) step (as established in Addendum A) increase.
17 However, a new employee who has not successfully completed probation by September 30 will not
18 be entitled to an annual step increase on January 1, and will receive their annual increase the
19 following January 1. Every employee who is not at the top of their schedule will advance within their
20 salary range one (1) step (as established in Addendum A) on January 1 each year thereafter. An
21 employee at the top step of their salary schedule shall be eligible for merit increases according to the
22 rules in the King County Merit Pay Manual. Employees are eligible for the merit increase who have
23 achieved a performance rating of "High Performance" in two (2) consecutive years. TLT employees
24 are eligible for step increases pursuant to the Contingent Worker Manual, not this Agreement.

25 **11.3 Licensing and Stamping:**

26 Employees who hold Professional Engineering licenses or Registered Architect licenses with
27 the Washington State Department of Licensing shall be eligible for the following monthly premiums:

28 **A.** \$50 for employees who have PE or RA licenses.

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

3 **ARTICLE 12: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

4 **12.1 Pension Reopener:** The parties agree, upon the Union's request, to discuss the
5 bargaining unit's continued participation in the Western Conference of Teamsters Pension Trust.

6 **ARTICLE 13: EMPLOYEE RIGHTS**

7 **13.1 Review of Personnel Files:** The only personnel files will be the Department personnel
8 file and the Section personnel file. Additionally, supervisors may keep a "working file" which may
9 be used for the purpose of developing an annual evaluation. Such materials will be purged from this
10 working file when the evaluation is finalized. Notes taken for such purpose may be added to the
11 personnel file.

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

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

19 **13.2 Union Representation:** An Employee, at their request has the right to Union
20 representation at any meeting which the employee reasonably believes may lead to disciplinary action
21 against the Employee. If the employee requests Union representation in such a matter, the Employee
22 will be provided reasonable time to arrange for Union representation. The parties acknowledge that
23 in certain instances a reasonable time may be as little as that same day.

24 **13.3 Release Time and Facilities Access:**

25 A. **Workplace Access:** Any person authorized by the Union to serve as its
26 representative may visit the work location of other employees at reasonable times for purpose of
27 administering the terms of this Agreement. The Union shall regularly submit a list of its designated
28 representatives to the Manager of Transit Employee and Labor Relations and the Capital Division

1 Director. Before visiting the work location, the Union representative must contact the supervisor or
2 manager of that location to ensure that the worksite visit will not unduly interfere with normal
3 operations at the worksite.

4 **B. Release Time:** When it is necessary during a Union representative's work hours
5 for that Union representative to participate in County meetings (*i.e.*, investigatory interviews, Labor-
6 management meetings, negotiations, or grievance hearings) the Union representative shall be on paid
7 time. In no instance shall the release of the Union representative for this purpose interfere with
8 County operations. Paid release time shall be permitted for Appendix negotiations for a total of up to
9 two (2) people from this bargaining unit to bargain the contract for this bargaining unit.

10 **ARTICLE 14: CONTRACTING OUT**

11 Pursuant to CLA Article 16 in addition to the below provisions.

12 **14.1** The County agrees not to utilize the services of a consulting firm for the purpose of
13 providing consultants to perform work traditionally and historically conducted by Union bargaining
14 unit employees, unless the consultants' work is limited to specific project-specific or work order
15 contracts, or used to augment the workforce on a short-term, temporary basis. This provision does
16 not preclude the County from hiring contract workers or consultants to augment work performed by
17 the bargaining unit in a manner that is consistent with the past practice of the Capital Division, or its
18 predecessor Design & Construction.

19 **14.2** The County agrees that it will not utilize individuals employed by consulting firms in
20 situations where the individuals are placed under the principal supervision of a County employee who
21 has authority to direct and assign their work.

22 **14.3** The County agrees that work performed by consultants will be limited to providing the
23 specific work product or service set forth within the terms of the consultant contracts.

24 **14.4** If, in order to adhere to County policies and procedures or state, local, and federal grant
25 conditions for a specific project, the County is required to contract all or part of the work to be
26 performed due to the limitations imposed by the funding agreement, such contracting, which shall be
27 limited as to what is required in each agreement, shall not be considered a violation of this Article;
28 provided that such contracting complies with Article 14.1 of this Appendix.

ARTICLE 15: SAFETY AND STANDARDS

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

ARTICLE 16: PROMOTIONS

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

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

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

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

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

Vacancies will be advertised pursuant to the Coalition Labor Agreement. Application materials will be reviewed to identify those bargaining unit candidates who meet the minimum qualifications of the positions based on the "qualifications" and "special necessary requirements"

1 listed on the job bulletin. The highly qualified candidates are those who meet the “highly desirable”
2 and/or “desirable” qualifications listed on the job bulletin. If there are at least three (3) highly
3 qualified internal applicants, management will interview a minimum of three (3) highly qualified
4 internal candidates before considering outside candidates. One of these highly qualified candidates
5 will be selected for the job. If there are fewer than three (3) highly qualified Union candidates,
6 management may also consider the outside candidates. The most qualified candidate will be selected.
7 Management’s decision on who is the most qualified applicant is solely within its discretion and is
8 not grievable under this Agreement.

9 **ARTICLE 17: AUTOMATIC VEHICLE LOCATION SYSTEM USE POLICY**

10 **17.1.** The “Automatic Vehicle Location System Use Policy”, as amended, shall apply to all
11 employees with the following modifications or additions:

12 **A.** AVL data will not constitute the sole documentation used to determine discipline
13 imposed on an employee.

14 **B.** Any real time viewing of data is permissible only for operational reasons and will
15 not be used for surveillance of employees, whether to monitor performance or to justify
16 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby
17 AVL data is utilized beyond the scope of traditional operational monitoring, e.g., to track a specific
18 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

19 **C.** The County will not access such data for the purpose of disciplinary action unless
20 there is a good faith reason to believe that an employee has committed an offense that could result in
21 discipline. The County agrees not to request or view AVL data, absent any other evidence, for the
22 purpose of monitoring an employee who may have committed a violation of some rule or policy that
23 could result in disciplinary action (i.e., no fishing expeditions).

24 **D.** If the County is aware of AVL data that may pertain to an investigation, the
25 employee who is subject to the investigation and/or the Union will have the right to view the AVL
26 data before an investigatory interview is conducted by the employee’s department/division. If the
27 County refuses to show the employee and the Union the AVL data upon request before conducting an
28

investigatory interview, then the AVL data shall not be used as evidence in any manner related to discipline.

E. The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.

F. All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union represented employee, for response pursuant to the department's policies and procedures.

ARTICLE 18: INTEREST ARBITRATION

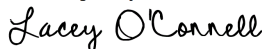
Nothing in this agreement alters applicable statutory rights under RCW 41.56, including the right to access interest arbitration.

For International Brotherhood of Teamsters Local 117:

Signed by:

 7AD5B391B59D41E
 Paul Dascher
 Secretary-Treasurer

For King County:

DocuSigned by:

 C94CBED6540E400...
 Lacey O'Connell, Interim Deputy Director
 Office of Labor Relations, Executive Office

cba Code: 153

Union Code(s): F7

ADDENDUM A
WAGES

Wage Addendum

Job Class Code	PeopleSoft Job Code	Classification Title	Range
2635100	263303	Real Estate, Land Use and Environmental Planning Supervisor	77
2425100	240501	Transit Capital Supervisor	77
2426100	240601	Transit Capital Unit Manager	80