



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**October 22, 2012**

**Ordinance 17442**

**Proposed No. 2012-0380.1**

**Sponsors Phillips**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement and memorandum of agreement  
3 negotiated by and between King County and International  
4 Brotherhood of Teamsters Local 117 (Transit Section  
5 Managers) representing employees in the department of  
6 transportation, and establishing the effective date of said  
7 agreements.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

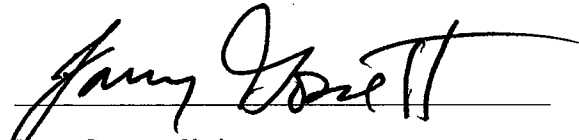
9 SECTION 1. The collective bargaining agreement and memorandum of  
10 agreement negotiated by and between King County and International Brotherhood of  
11 Teamsters Local 117 (Transit Section Managers) representing employees in the  
12 department of transportation and attached hereto are hereby approved and adopted by this  
13 reference made a part hereof.

14            SECTION 2. Terms and conditions of said agreements shall be effective from  
15 July 3, 2008, through and including March 31, 2014.  
16


Ordinance 17442 was introduced on 9/17/2012 and passed by the Metropolitan King  
County Council on 10/22/2012, by the following vote:

Yes: 8 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Patterson, Ms. Lambert, Mr. Ferguson and Mr. Dunn  
No: 0  
Excused: 1 - Mr. McDermott

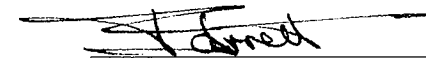
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Gossett, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

APPROVED this 26 day of October, 2012.

  
\_\_\_\_\_  
Dow Constantine, County Executive

**Attachments:** A. Agreement Brotherhood of Teamsters Local 117, B. Memorandum of Agreement  
Brotherhood of Teamsters Local 117

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

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

These Articles constitute an agreement between King County ("County") and the International Brotherhood of Teamsters Local Union No. 117 ("Union"). This agreement ("Agreement") shall be subject to approval by Ordinance by the Metropolitan King County Council ("Council").

**ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote a collaborative relationship between the parties and to set forth the wages, hours and working conditions of such employees as covered by this bargaining agreement.

**ARTICLE 2: UNION RECOGNITION, MEMBERSHIP, SHOP STEWARDS**

**2.1 Union Recognition**

The County recognizes Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all regular full-time and regular part-time employees whose job classifications are listed in the attached Addendum A. In recognizing the Union as the exclusive bargaining representative, the County agrees to not effect any change in the wages, benefits, or working conditions covered by the terms of the Agreement, except by mutual agreement with the Union.

**2.2 Union membership**

**2.2.1** It is a condition of employment that, within thirty days of the effective date of this Agreement, all employees covered by the Agreement will become and remain members in good standing in the Union, or pay an agency fee to the Union in lieu of membership dues. This

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

5           2.2.2 An employee covered by this Agreement who qualifies for an exemption from  
6 the requirement for Union membership based on his/her bona fide religious belief shall contribute an  
7 amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the  
8 Union. Such employee shall furnish the Union with written proof each month that such payments are  
9 being made.

10           2.2.3 Failure by an employee to abide by the provisions of Sections 2.2.1 and 2.2.2  
11 will constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in  
12 Sections 2.2.1 and 2.2.2, the Union will provide the employee and the County with 72 hours notice of  
13 intent to seek the discharge of the employee. During this period the employee may bring the amount  
14 in arrears current to avoid discharge.

15           2.2.4 Upon request, the County will provide the Union with a current list of all  
16 employees in the bargaining unit. Such list will indicate each employee's name, section, employment  
17 status, job classification, and date of hire into his/her current classification.

18           2.2.5 The County will notify the Union of all new hires, and will notify the Union  
19 whenever an employee is moved into or out of a bargaining unit position. The notification will  
20 include the employee's name, section, employment status, job classification, date of hire and effective  
21 date of the personnel action.

## 22           **2.3 Union Dues Deduction**

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

26           B. The Union will indemnify and hold the County harmless against any claims made  
27 and any suit instituted against the County on account of any collection of the dues for the Union. The  
28 Union agrees to refund to the County any amounts paid to it in error on account of the collection

1 provision, upon presentation of proper evidence thereof.

2 **2.4 The following govern Union activities and representation:**

3 **2.4.1** Union representatives (Local 117 staff) may visit the work location of  
4 employees covered by the Agreement at any reasonable time. They shall report to the appropriate  
5 manager/designee upon arrival at the work site being visited.

6 **2.4.2** The County agrees to recognize employees appointed and identified by the  
7 Union as shop stewards. When contract administration business is conducted during working hours,  
8 the employee is responsible for clearing the time taken away from work with his/her manager, as  
9 appropriate.

10 **2.4.3** The Union shall be allowed use of bulletin board space to post Union notices.  
11 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and  
12 remove Union materials, and only materials originating from the Union office and bearing the Union  
13 logo or signed by a staff representative of the Union may be posted on the Union bulletin board space.  
14 The Union shall be allowed to post electronic mail notices on the County system if the notices meet  
15 the same requirements, provided they comply with King County policies governing electronic mail  
16 and internet use.

17 **2.4.4** Employees who are designated by the Union as stewards and/or representatives  
18 of the bargaining unit may make limited use of County telephones, FAX machines, copiers and  
19 similar equipment for the purposes of contract administration. In addition, such employee  
20 representatives may use the County electronic mail system for communications related to contract  
21 administration, provided they comply with King County policies governing electronic mail and  
22 internet use. In no circumstances shall use of the County equipment interfere with County operations.

23 **ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY**

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

28

**ARTICLE 4: NO STRIKES OR LOCKOUTS**

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

**ARTICLE 5: PROBATION**

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

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

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

**ARTICLE 6: DISCIPLINE**

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

1 **ARTICLE 7: HOLIDAYS**

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

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

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

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

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

25 **ARTICLE 8: VACATIONS**

26 **8.1 Accrual.** Employees shall be eligible for vacation leave benefits as described in this  
27 Article except in those instances expressly provided. Employees shall accrue vacation leave from  
28 their date of hire in a leave-eligible position per the following table:



Full Years of Service	Equivalent/Pro-Rated Vacation Leave in Days
Upon hire through end of Year	5 12
Upon beginning of Year	6 15
Upon beginning of Year	9 16
Upon beginning of Year	11 20
Upon beginning of Year	17 21
Upon beginning of Year	18 22
Upon beginning of Year	19 23
Upon beginning of Year	20 24
Upon beginning of Year	21 25
Upon beginning of Year	22 26
Upon beginning of Year	23 27
Upon beginning of Year	24 28
Upon beginning of Year	25 29
Upon beginning of Year and beyond	26 30

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

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

1 applicable cases, as provided by R.C.W. 49.48.

2 **ARTICLE 9: SICK LEAVE**

3       **9.1 Accrual.** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for each  
4 hour in pay status commencing with the first day of employment. There is no limit to the amount of  
5 sick leave that an employee can accrue.

6       **9.2 Use.** Sick leave may be used in accordance with Section 14.4.3 of the King County  
7 Personnel Guidelines and applicable laws. An employee may choose to use vacation or other accrued  
8 leave time as an extension of sick leave when sick leave has been exhausted.

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

17       **9.4 Cashout.** An employee who has at least five years of service and retires as a result of  
18 length of service, or who terminates by reason of death, will receive (or the employee's estate will  
19 receive) a cash payment equal to 35% of the employee's accrued sick leave multiplied by the  
20 employee's salary rate in effect on the date of separation.

21       **9.5 VEBA.** VEBA benefits will be made available to this bargaining unit to the extent,  
22 terms, and duration that they are offered through the Joint Labor Management Insurance Committee.

23 **ARTICLE 10: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

24       **10.1 Leaves of Absence With Pay**

25       **10.1.1 Bereavement Leave.** In the event of death of a member of the employee's  
26 family, s/he will be granted two days bereavement leave to attend the funeral. An additional day off  
27 will be granted when total travel to attend the funeral is 200 miles or more. In addition to the  
28 bereavement leave granted herein, a maximum of three days sick leave may be used with approval of

1 the employee's manager. For purposes of this section, employee's family is defined as:

- 2 • Employee's spouse or domestic partner
- 3 • Children of the employee, employee's spouse or domestic partner
- 4 • Parents of the employee, employee's spouse or domestic partner
- 5 • Siblings
- 6 • Grandchildren
- 7 • Grandparents
- 8 • Son-in-law, daughter-in-law

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

16 **10.1.3 Military Duty/Training Leave.** Leaves of absence for military leave shall be  
 17 administered in accordance with the King County Personnel Guidelines.

18 **10.1.4 Executive Leave.** FLSA exempt Employees may receive up to ten days of  
 19 executive leave each calendar year at the discretion of the Transit General Manager in accordance  
 20 with the King County Personnel Guidelines.

21 **10.2 Family and Medical Leave:**

22 **10.2.1** Up to 18 weeks of unpaid leave shall be granted to eligible employees for their  
 23 own serious health condition, or for family care, as provided by King County Code 3.12.220  
 24 (Substitute Ordinance No. 13377), as amended.

25 **10.2.2** The employee must exhaust all accrued sick leave prior to using unpaid leave  
 26 for the employee's own health condition. Donated leave shall run concurrently with unpaid leave.

27 **10.2.3** For a leave for family reasons, the employee shall choose at the beginning of  
 28 the leave whether it will be paid or unpaid; when an employee chooses to take paid leave for family

1 reasons, the employee may reserve up to 80 hours of accrued sick leave.  
2  
3 10.2.4 The County shall continue its contribution to health insurance during the period  
4 of unpaid leave.

5 **10.3 Leaves of Absence Without Pay**

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

9 **10.4 Return from Leave of Absence**

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

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

19 **10.6 State Law**

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

22 **ARTICLE 11: LEAVE DONATION**

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

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

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

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

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

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

7           **13.1 Wage Rates.** Effective July 8, 2008, Employees in the bargaining unit shall be paid  
8 according to the King County Squared Table at the salary ranges listed in Addendum A.

9           **13.2 2009 Wage Rate.** Effective January 1, 2009, the pay for all classifications in the  
10 bargaining unit shall be increased by 90% CPI-W U.S. All Cities, based on September-to-September  
11 figures of the preceding year. Such percentage increase will not be less than 2 percent, nor will it be  
12 greater than 6 percent. This amount is known to be 4.88%.

13           **13.3 2010 Wage Rate.** Effective January 1, 2010, the pay for all classifications in the  
14 bargaining unit shall be increased by 90% CPI-W U.S. All Cities, based on September-to-September  
15 figures of the preceding year. Such percentage increase will not be less than 2 percent, nor will it be  
16 greater than 6 percent. This amount is known to be 2.00%.

17           **13.4 2011 Wage Rate.** There shall be no increase to wages in 2011.

18           **13.5 2012 Wage Rate.** Employees shall be eligible to receive 90% of the annual average  
19 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban  
20 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).  
21 Zero floor and no ceiling. This amount is known to be 1.63%.

22           **13.6 2013 Wage Rate.** Employees shall be eligible to receive 95% of the annual average  
23 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban  
24 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).  
25 Zero floor and no ceiling.

26           **13.7 2014 Wage Rate.** Employees shall be eligible to receive 95% of the annual average  
27 growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban  
28 Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).

1 Zero floor and no ceiling.

2 **13.8 Reopener commencing in 2012.** The parties agree when significant shifts in economic  
3 and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations  
4 for COLA when triggered by either an increase in the King County unemployment rate of more than 2  
5 percentage points compared with the previous year or a decline of more than 7% in County retail  
6 sales as determined by comparing current year to previous year. Data will be derived from  
7 Washington State Department of Revenue. By no later than July 30th of each year of this agreement,  
8 the County will assess whether the economic measurements listed above trigger contract reopeners on  
9 COLA for the subsequent year.

10 **13.9 New Employees.** Existing County employees who are hired into positions in the  
11 bargaining unit shall be placed on a step of the King County Squared Salary Table in the negotiated  
12 salary range according to the rules set forth in the King County Personnel Guidelines.

13 **13.10 Wage Rates (Step Progression.)** Employees shall progress up the steps of the King  
14 County Squared Table on steps 1-2-4-6-8-10, per the rules of step advancement that are set forth in  
15 the King County Personnel Guidelines.

16 **13.11 Merit Pay.** Employees who have reached Step 10 of the King County Squared Salary  
17 Table shall be eligible for Merit Pay consistent with the rules set forth in the King County Personnel  
18 Guidelines.

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

20 **14.1 Contribution.** The County will contribute \$2.50 for every hour for which compensation  
21 is paid (exclusive of amounts paid while the employee is on worker's compensation time loss) to the  
22 Western Conference of Teamsters Pension Trust (Pension Trust) on behalf of each member of the  
23 bargaining unit for every hour for which compensation was paid, said amounts to be computed  
24 monthly. The County will comply with the Uniformed Services Employment and Re-employment  
25 Rights Act (USERRA) of 1994 in defining eligibility and establishing contribution rates for  
26 employees who are eligible for pension contributions while absent from employment because of  
27 active military service.

28 **14.2 Wage Reduction.** In order to participate in the Pension Trust, all bargaining unit

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

6 **14.3 Payments and Trust Rules.** The total amount due for each calendar month shall be  
7 remitted in a lump sum not later than ten business days after the close of the pay period that includes  
8 the last business day of the month. The County agrees to abide by the rules established by the  
9 Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions  
10 are due, prompt and orderly collection, and accurate reporting and recording of amounts paid.

11 **14.4 Rate Increases.** The bargaining unit may also specify a salary reduction/contribution  
12 rate increase on January 1 of any year, provided that the total salary reduction/contribution rate shall  
13 not be more than \$5.00 per hour at any point during the agreement.

14 **ARTICLE 15: HOURS OF WORK**

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

25 **ARTICLE 16: RIGHTS OF MANAGEMENT**

26 The management of the County and the direction of the work force are vested exclusively in  
27 the County, except as may be limited by the express written terms of this Agreement. All matters,  
28 including but not limited to, the right to hire, appoint, promote, discipline and discharge regular

1 employees for cause, improve efficiency, train, assign and direct the work force, develop and modify  
2 classification specifications, allocate positions to those classifications, determine work schedules,  
3 determine location of facilities, contracting out of work, and determine methods, processes and means  
4 for providing services, may be administered for its duration by the County in accordance with such  
5 policy or procedures as from time to time may be determined.

6 **ARTICLE 17: CONTRACTING OUT**

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

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

14 **ARTICLE 18: LAYOFF AND RECALL**

15 18.1 When a reduction in force is anticipated, the County and Union will meet and jointly  
16 endeavor to find ways to minimize, or eliminate, the actual reduction of positions. When a reduction  
17 of positions is required, the County and Union will meet and jointly endeavor to find ways to  
18 minimize, or eliminate, the number of employees who must be laid off.

19 18.2. When the elimination of a position will result in an employee being laid off, the County  
20 will provide written notice to the Union and the affected employee at least 90 calendar days prior to  
21 the effective date of the layoff.

22 18.3. An employee who is laid off will have general recall rights to other vacant County  
23 positions, in accordance with the King County Personnel Guidelines, for a period of two years  
24 following the employee's layoff. In addition, the employee will retain specific recall rights to the  
25 position from which s/he was laid off for an additional one year period following the end of the two  
26 year general recall period. During the three year specific recall period, the employee will retain  
27 specific recall rights to the position from which s/he was laid off regardless of whether the employee  
28 has accepted a different position within the County, provided s/he is qualified for the reopened



1 position.

2 **ARTICLE 19: DISPUTE RESOLUTION PROCEDURES**

3 19.1 The Union and County recognize that prompt and diligent review of employee disputes  
4 and grievances is vital to the development and continuance of good employee relations and morale.  
5 To accomplish this objective, the Union and County will make every effort to settle disputes and  
6 grievances quickly.

7 19.2 Time limits for the dispute resolution processes described below may be extended upon  
8 written agreement between the Union and the County. If the County fails to respond within the  
9 designated time frames, the Union may pursue the dispute to the next step of the resolution process.  
10 If the Union does not pursue the dispute to the next process within the time frames noted, it will be  
11 presumed resolved.

12 19.3 An employee may use the following grievance process only for disputes regarding the  
13 interpretation and/or application of the express written terms of this Agreement.

14 19.3.1 The employee may, within 20 days of meeting with his/her manager regarding a  
15 specific contractual concern, present a written grievance to his/her manager. The grievance must  
16 include a description of the action or alleged action which is being grieved, identification of the  
17 provision of this Agreement which has been violated and the remedy being sought.

18 19.3.2 Upon receipt of a grievance, the Transit General Manager/designee will meet with the  
19 employee in an attempt to resolve the employee's grievance. The County shall issue a written  
20 decision to the employee and Union within 20 days following such meeting.

21 19.3.3 If the grievance is not resolved at the level of the Transit General Manager/designee, it  
22 may be referred in writing within ten workdays following the date of the General Manager's written  
23 response to the Director of the Office of Labor Relations ("OLR")/designee. If the grievance is not  
24 pursued to the Director of OLR/designee within the ten workdays, it shall be presumed resolved.

25 19.3.4 If the decision of the OLR/designee is not satisfactory to the Union or not timely  
26 issued, the Union may, within 20 days of the receipt of the response or, if no timely response was  
27 issued, within 20 days from the date the response was due, submit a written request for mediation.  
28 The process will use a mutually acceptable mediator and will conclude within 30 days of the

1 agreement to pursue mediation.

2 19.3.5 If the mediator is unsuccessful at resolving the dispute, the Union may submit a  
3 request for arbitration to Transit Human Resources. The request for arbitration must be received by  
4 Transit Human Resources within 30 days from the date of the mediation. The County and the Union  
5 will select an impartial third party to serve as arbitrator. If the parties are unable to agree upon an  
6 arbitrator, then the arbitrator will be selected from a list provided by the Federal Mediation and  
7 Conciliation Services through a mutually acceptable process.

8 19.3.6 The power and authority of the arbitrator will be strictly limited to determining the  
9 meaning and interpretation of this Agreement. The arbitrator will not have the authority to modify  
10 this Agreement, nor to limit or impair any common law right of the County or the Union. The  
11 arbitrator's decision will be in accordance with federal and state laws and will be final and binding on  
12 all parties.

13 19.3.7 The expense of the arbitration will be borne equally by the County and the Union. The  
14 County and the Union will each bear their own expense, including attorney fees, for the preparation  
15 and presentation of the arbitration regardless of the outcome of the case.

16 **ARTICLE 20: SAVINGS CLAUSE**

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

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

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

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

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

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

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1 **ARTICLE 22: DURATION**

2 This agreement shall be valid from July 3, 2008 through March 31, 2014.

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APPROVED this 12 TH day of SEPTEMBER, 2012.

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By: Dow Conkle

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King County Executive

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For International Brotherhood of Teamsters Local 117:

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Tracey A. Thompson

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Tracey A. Thompson  
Secretary-Treasurer

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2 **cba Code: 152**

**Union Code: F8**

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4 **Addendum A - Wage Rates**

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

**Memorandum of Agreement**  
**By and Between** —  
**King County**  
**And**  
**International Brotherhood of Teamsters Local 117; Transit Section Managers**  
**Department of Transportation**

**Subject: Implementation terms for collective bargaining agreement for Transit Section Managers**

**Background:**

1. On July 3, 2008, the Public Employment Relations Commission certified the International Brotherhood of Teamsters, Local 117, as the representative of the Transit Section Managers. Shortly thereafter, on July 8, 2008, King County and the Union entered into a "Christie Agreement" for the Transit Section Managers, allowing the parties to negotiate wages retroactively to that date.
2. The parties engaged in negotiations that culminated in an interest arbitration hearing at the end of 2011 and beginning of 2012. Following the close of the interest arbitration hearing but before a ruling from the arbitrator, the parties settled their negotiations.
3. The collective bargaining agreement settlement provides that the positions in the bargaining unit will receive wage range decreases, wage range increases, or will stay the same.
4. Full retroactive pay for the period of July 8, 2008, through December 31, 2011, would be approximately \$176,000. As a term of their settlement, the parties have negotiated a reduced amount of retroactive pay for the bargaining unit, rather than a full amount dating back to the Christie Agreement in July 8, 2008.
5. The parties enter into this Agreement in order to memorialize the particular terms that are necessary to implement this collective bargaining agreement.

**Agreement:**

1. Implementation of accelerated step increases. Article 13.10 of the collective bargaining agreement establishes that employees shall progress up the King County Squared Table on steps 1-2-4-6-8-10. If, at the start of the collective bargaining agreement term on July 8, 2008, an employee was on a non-negotiated step (3-5-7-9), then the employee will be moved to the closest step on the negotiated table (1-2-4-6-8-10) without experiencing a decrease. Any employee who was already on a negotiated step on July 8, 2008, will not receive a step increase until authorized by the collective bargaining agreement in Article 13.10.
2. Implementation of salary range changes. For employees who are in positions receiving salary range increases or decreases, a "step-to-step" methodology shall be used. For example, if the negotiated range for a position increases from Range 75 to Range 79, an employee who is at Range 75, Step 6 at the start of the collective bargaining agreement will move to Range 79, Step 6 at the start of the collective bargaining agreement.

3. Implementation of reduced retroactive pay. King County shall pay no more than \$100,000 to the bargaining unit in retroactive pay for the period of July 8, 2008, through December 31, 2011. The amount paid to each employee in the bargaining unit is based on a formula that relates to each employee's service time in the bargaining unit. King County shall pay to each employee the negotiated retro amount below:

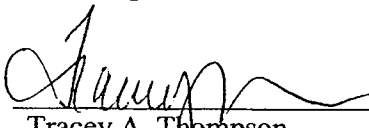
Employee	Negotiated Retro to be Paid by King County
Jim O'Rourke	\$10,769
Michael Avery	\$10,769
Randy Winders	\$5,385
Darwin Campbell	\$10,769
George Woodworth	\$10,769
Victor Obeso	\$10,769
Randy Witt	\$9,231
Jerry Rutledge	\$10,769
John Alley	\$3,333
Vicki LaRitz	\$10,513
Jim Boon	\$5,897
Judy Riley	\$1,026
<b>TOTAL</b>	<b>\$99,999</b>

4. Upon implementation of payments by the County to the Western Conference of Teamsters Pension Trust Fund, retro payments shall be applied by the County to back Pension payments owed in connection with the implementation of Article 14 of the collective bargaining agreement.

APPROVED this 12TH day of SEPTEMBER 2012.

By:   
King County Executive

For International Brotherhood of Teamsters  
Local 117: Transit Section Managers - Department  
of Transportation:

  
Tracey A. Thompson  
Secretary-Treasurer