

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

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1 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.

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

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

6 **ARTICLE 5: PROBATION**

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

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

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

18 **ARTICLE 6: DISCIPLINE**

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

1 **ARTICLE 7: HOLIDAYS**

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

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

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

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

22 **7.3 Personal Holidays.** Personal holidays shall be administered through the vacation plan.
23 One day shall be credited to the Employee on the 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 **10.2.4** The County shall continue its contribution to health insurance during the period
3 of unpaid leave.

4 **10.3 Leaves of Absence Without Pay**

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

8 **10.4 Return from Leave of Absence**

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

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

18 **10.6 State Law**

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

21 **ARTICLE 11: LEAVE DONATION**

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

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

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