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5		REPRESENTING THE SECTION MANAGERS	
6		BARGAINING UNIT IN THE	
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AGREEMENT BETWEEN 1 2 KING COUNTY AND 3 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117 5 REPRESENTING THE SECTION MANAGERS BARGAINING UNIT IN THE 6 7 TRANSIT DIVISION OF THE 8 KING COUNTY DEPARTMENT OF TRANSPORTATION 9 10 These Articles constitute an agreement between King County ("County") and the International 11 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"). 12 13 ARTICLE 1: PURPOSE The intent and purpose of this Agreement is to promote a collaborative relationship between 14 15 the parties and to set forth the wages, hours and working conditions of such employees as covered by this bargaining agreement. 16 17 ARTICLE 2: UNION RECOGNITION, MEMBERSHIP, SHOP STEWARDS 18 2.1 Union Recognition 19 The County recognizes Teamsters Local Union No. 117, affiliated with the International 20 Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all full-time and regular part-time section managers and assistant section managers of King County Transit Division, 21 22 excluding supervisors, confidential employees and all other employees. In recognizing the Union as the exclusive bargaining representative, the County agrees to not effect any change in the wages, 23 benefits, or working conditions covered by the terms of the Agreement, except by mutual agreement 24 25 with the Union. 26 2.2 Union membership 2.2.1 It is a condition of employment that, within thirty days of the effective date of 27 this Agreement, all employees covered by the Agreement will become and remain members in good 28

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

- 2.2.2 An employee covered by this Agreement who qualifies for an exemption from the requirement for Union membership based on his/her bona fide religious belief shall contribute an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the Union. Such employee shall furnish the Union with written proof each month that such payments are being made.
- **2.2.3** Failure by an employee to abide by the provisions of Sections 2.2.1 and 2.2.2 will constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in Sections 2.2.1 and 2.2.2, the Union will provide the employee and the County with 72 hours notice of intent to seek the discharge of the employee. During this period the employee may bring the amount in arrears current to avoid discharge.
- **2.2.4** Upon request, the County will provide the Union with a current list of all employees in the bargaining unit. Such list will indicate each employee's name, section, employment status, job classification, and date of hire into his/her current classification.
- **2.2.5** The County will notify the Union of all new hires, and will notify the Union whenever an employee is moved into or out of a bargaining unit position. The notification will include the employee's name, section, employment status, job classification, date of hire and effective date of the personnel action.

2.3 Union Dues Deduction

- **A.** Upon receipt of written authorization individually signed by a bargaining unit member, the County will deduct from the pay of such employee the amount of dues, initiation fees, assessments, and agency fees as certified by the Union.
- **B.** The Union will indemnify and hold the County harmless against any claims made and any suit instituted against the County on account of any collection of the dues for the Union. The

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

2.4 The following govern Union activities and representation:

- **2.4.1** Union representatives (Local 117 staff) may visit the work location of employees covered by the Agreement at any reasonable time. They shall report to the appropriate manager/designee upon arrival at the work site being visited.
- **2.4.2** The County agrees to recognize employees appointed and identified by the Union as shop stewards. When contract administration business is conducted during working hours, the employee is responsible for clearing the time taken away from work with his/her manager, as appropriate.
- **2.4.3** The Union shall be allowed use of bulletin board space to post Union notices. Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and remove Union materials, and only materials originating from the Union office and bearing the Union logo or signed by a staff representative of the Union may be posted on the Union bulletin board space. The Union shall be allowed to post electronic mail notices on the County system if the notices meet the same requirements, provided they comply with King County policies governing electronic mail and internet use.
- **2.4.4** Employees who are designated by the Union as stewards and/or representatives of the bargaining unit may make limited use of County telephones, FAX machines, copiers and similar equipment for the purposes of contract administration. In addition, such employee representatives may use the County electronic mail system for communications related to contract administration, provided they comply with King County policies governing electronic mail and internet use. In no circumstances shall use of the County equipment interfere with County operations.

ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY

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

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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.

ARTICLE 7: HOLIDAYS

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

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		

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

- **7.2 Day of Observance.** For holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.
- 7.3 Personal Holidays. Personal holidays shall be administered through the vacation plan.

 One day shall be credited to the Employee on the pay period that includes October 1 and one day shall be credited to the Employee on the pay period that includes November 1 of each year. These days shall be used in the same manner as any vacation day earned.

ARTICLE 8: VACATIONS

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

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

Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
000 thru 060	0.0462 X Basis Hours	12
061 thru 096	0.0577 X Basis Hours	15
097 thru 120	0.0616 X Basis Hours	16
121 thru 192	0.0770 X Basis Hours	20
193 thru 204	0.0808 X Basis Hours	21
205 thru 216	0.0847 X Basis Hours	22
217 thru 228	0.0885 X Basis Hours	23
229 thru 240	0.0924 X Basis Hours	24
241 thru 252	0.0962 X Basis Hours	25
253 thru 264	0.1001 X Basis Hours	26
265 thru 276	0.1039 X Basis Hours	27
277 thru 288	0.1078 X Basis Hours	28
289 thru 300	0.1116 X Basis Hours	29
301 thru 9999999	0.1154 X Basis Hours	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 applicable cases, as provided by R.C.W. 49.48.

ARTICLE 9: SICK LEAVE

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

sick leave that an employee can accrue.

- **9.2** Use. Sick leave may be used in accordance with Section 14.4.3 of the King County Personnel Guidelines and applicable laws. An employee may choose to use vacation or other accrued leave time as an extension of sick leave when sick leave has been exhausted.
- 9.3 Separation. Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds, efficiency reasons or separation for non-disciplinary medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign in good standing, be separated for a non-disciplinary medical reason or be laid off, and return to County employment within two years, accrued sick leave shall be restored; but the restoration shall not apply where the former employment was in a term-limited temporary position. This provision does not apply to retirees. If a retiree is rehired, s/he is not entitled to have the un-cashed 65% of his/her former sick leave balance reinstated.
- **9.4 Cashout.** An employee who has at least five years of service and retires as a result of length of service, or who terminates by reason of death, will receive (or the employee's estate will receive) a cash payment equal to 35% of the employee's accrued sick leave multiplied by the employee's salary rate in effect on the date of separation.
- **9.5 VEBA**. VEBA benefits will be made available to this bargaining unit to the extent, terms, and duration that they are offered through the Joint Labor Management Insurance Committee.

ARTICLE 10: LEAVES OF ABSENCE WITH AND WITHOUT PAY

10.1 Leaves of Absence With Pay

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

10.3 Leaves of Absence Without Pay

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

10.4 Return from Leave of Absence

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

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

10.6 State Law

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

ARTICLE 11: LEAVE DONATION

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

ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE

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

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

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

ARTICLE 13: WAGE RATES AND OTHER ECONOMICS

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

- 13.2 Total Compensation Agreement. Upon full ratification of the Memorandum of Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And Cost-of-Living Wage Adjustments For King County Coalition of Labor Unions Bargaining Unit Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Addendum B.
- 13.3 New Employees. Existing County employees who are hired into positions in the bargaining unit shall be placed on a step of the King County Squared Salary Table in the negotiated salary range according to the rules set forth in the King County Personnel Guidelines.
- 13.4 Wage Rates (Step Progression.) Employees shall progress up the steps of the King County Squared Table on steps 1-2-4-6-8-10, per the rules of step advancement that are set forth in the King County Personnel Guidelines.
- 13.5 Merit Pay. Employees who have reached Step 10 of the King County Squared Salary Table shall be eligible for Merit Pay consistent with the rules set forth in the King County Personnel Guidelines.

ARTICLE 14: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST

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

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

- 14.3 Payments and Trust Rules. The total amount due for each calendar month shall be remitted in a lump sum not later than ten business days after the close of the pay period that includes the last business day of the month. The County agrees to abide by the rules established by the Trustees of said Trust Fund to facilitate the accurate determination of hours for which contributions are due, prompt and orderly collection, and accurate reporting and recording of amounts paid.
- 14.4 Rate Increases. The bargaining unit may also specify a salary reduction/contribution rate increase on January 1 of any year, provided that the total salary reduction/contribution rate shall not be more than \$5.00 per hour at any point during the agreement.

ARTICLE 15: HOURS OF WORK

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

ARTICLE 16: 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. All matters,

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

ARTICLE 17: CONTRACTING OUT

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

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

ARTICLE 18: LAYOFF AND RECALL

- 18.1 When a reduction in force is anticipated, the County and Union will meet and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions. When a reduction of positions is required, the County and Union will meet and jointly endeavor to find ways to minimize, or eliminate, the number of employees who must be laid off.
- **18.2.** When the elimination of a position will result in an employee being laid off, the County will provide written notice to the Union and the affected employee at least 90 calendar days prior to the effective date of the layoff.
- 18.3. An employee who is laid off will have general recall rights to other vacant County positions, in accordance with the King County Personnel Guidelines, for a period of two years following the employee's layoff. In addition, the employee will retain specific recall rights to the position from which s/he was laid off for an additional one year period following the end of the two year general recall period. During the three year specific recall period, the employee will retain specific recall rights to the position from which s/he was laid off regardless of whether the employee

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

ARTICLE 19: DISPUTE RESOLUTION PROCEDURES

- 19.1 The Union and County recognize that prompt and diligent review of employee disputes and grievances is vital to the development and continuance of good employee relations and morale. To accomplish this objective, the Union and County will make every effort to settle disputes and grievances quickly.
- 19.2 Time limits for the dispute resolution processes described below may be extended upon written agreement between the Union and the County. If the County fails to respond within the designated time frames, the Union may pursue the dispute to the next step of the resolution process. If the Union does not pursue the dispute to the next process within the time frames noted, it will be presumed resolved.
- 19.3 An employee may use the following grievance process only for disputes regarding the interpretation and/or application of the express written terms of this Agreement.
- 19.3.1 The employee may, within 20 days of meeting with his/her manager regarding a specific contractual concern, present a written grievance to his/her manager. The grievance must include a description of the action or alleged action which is being grieved, identification of the provision of this Agreement which has been violated and the remedy being sought.
- 19.3.2 Upon receipt of a grievance, the Transit General Manager/designee will meet with the employee in an attempt to resolve the employee's grievance. The County shall issue a written decision to the employee and Union within 20 days following such meeting.
- 19.3.3 If the grievance is not resolved at the level of the Transit General Manager/designee, it may be referred in writing within ten workdays following the date of the General Manager's written response to the Director of the Office of Labor Relations ("OLR")/designee. If the grievance is not pursued to the Director of OLR/designee within the ten workdays, it shall be presumed resolved.
- 19.3.4 If the decision of the OLR/designee is not satisfactory to the Union or not timely issued, the Union may, within 20 days of the receipt of the response or, if no timely response was issued, within 20 days from the date the response was due, submit a written request for mediation.

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

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

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

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

ARTICLE 20: SAVINGS CLAUSE

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

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

ARTICLE 21: WAIVER AND COMPLETE AGREEMENT

21.1 The Agreement 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.

21.2 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, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

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

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1	ARTICLE 22: DURATION
2	This agreement shall be valid from April 1, 2014 through March 31, 2016.
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5	APPROVED this, 2015.
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9	By: Swell
10	King County Executive
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14	For International Brotherhood of Teamsters Local 117:
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16	John John John John John John John John
17	John Scearcy Secretary-Treasurer
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cba Code: 152

Union Code: F8

Addendum A - Wage Rates

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

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

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

Introduction:

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

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

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

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

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

Agreement:

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

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

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

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

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

Lump Sum Coalition Participation Premium Payment

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

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

Changes to King County Family and Medical Leave

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

It is further agreed that:

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

For King County:

Patti Cole-Tindall, Director

Office of Labor Relations King County Executive Office Date

Ole-Tindall

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

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

Labor Organization: International Brotherhood of Teamsters Local 117

Ratified by the Members covered by the Contracts listed below:

cba	Labor Organization	Contract
code	T	Administratory I. Thomait Domanterout of
412	Teamsters Local 117	Administrator I - Transit, Department of
150	T 1117	Transportation
456	Teamsters Local 117	Information Technology Managers and Supervisors
		- Department of King County Information
		Technology, Executive Branch Departments
461	Teamsters Local 117	Joint Units Agreement
454	Teamsters Local 117	Legislative Analysts - King County Council
230	Teamsters Local 117	Print Shop - Graphic Communications; Department
,		of Executive Services (Facilities Management
		Division)
154	Teamsters Local 117	Professional & Technical and Administrative
		Employees
155	Teamsters Local 117	Prosecuting Attorney's Office
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office
152	Teamsters Local 117	Transit Section Managers - Department of
		Transportation
159	Teamsters Local 117	Wastewater Treatment Division, Managers and
		Assistant Managers - Department of Natural
	·	Resources & Parks
156	Teamsters Local 117	Wastewater Treatment Division, Professional &
		Technical and Administrative Support - Department
		of Natural Resources & Parks
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors -
		Department of Natural Resources & Parks

For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson Secretary-Treasurer 08/21 /14 Date

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

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

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

Now THEREFORE, the parties have agreed as follows:

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

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

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

- 2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.
- 3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:
 - 1. Snohomish County
 - 2. Pierce County
 - 3. City of Seattle
 - 4. City of Bellevue
 - 5. City of Tacoma
 - 6. City of Everett
 - 7. City of Redmond
 - 8. City of Renton
 - 9. City of Kent
 - 10. Port of Seattle
- 4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

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

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

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

For International Brotherhood of Teamsters Local 117:	
May A. 42	4/25/11
Tracey A. Thompson, Secretary-Treasurer	Date
For Office & Professional Employees International Union, Local 8:	
Amanda Saylor, Union Representative	4/25/11
Amanda Saylor, Union Representative	Date
For Professional and Technical Employees, Local 17:	1 .
-PP/1//	4/26/11
Behnaz Nelson, Union Representative	Date
Must of allo	4/25/4
Janet Parks, Union Representative	Date
For Public Safety Employees Union:	, ,
A Francisco	4/25/11
Dustin Frederick, Business Manager	Date
Λ. Λ.	
For Technical Employees Association:	4
	4.27.11
Ade Franklin, President	Date
Y was fe your wind, a yapparaged	
For Washington State Council of County and City Employees, Council 2:	
Ding Penguhan	4-06-11
Diana Prenguber, Staff Representative	Date
For King County:	11-11
	4 2811
James J. Johnson, Labor Negotiator III	Date

ADDENDUM B ADDENDUM A EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

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

Fiscal Specialist 1-4

Administrative Specialist 1-4

Customers Service Specialist 1-4

Technical Information Processing Specialist 1-4

Administrative Office Assistant

Medical Application Specialist (Health)

Administrative Specialist Supervisor (Health)

Administrative Staff Assistant

Application Worker Social Services Specialist D. Canand any other classification that the parties may agree to include during the course of negotiations.

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

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

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

Dated this 30th day of September, 2008.

KINGCOUNTY	TEAMSTERS LOCAL UNION NO. 117
	Market Market
1940/14	
ranzageth bord isabor Relations Manager	Spencer Nathan Thal, General Counsel
IFPTE, LOCAL 17	TECHNICAL EMPLOYEES ASSOCIATION
sella.	Company of the Compan
Behnaz Nelson, Union Representative	Roger/Browne, President
IFPTE, LOCAL 17	WSCCE, Council 2
Musto Vanha	Diana Prema Nox
Janet Parks, Union Representative	Diana Prenguber, Staff Representative
OPTIVITY OF A	
OPEIU. LOCAL 8	

Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

Dustin Frederick Business Manager

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