



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.:	5	Date:	28 Apr 2010
Proposed Ordinance No.:	2010-0217	Prepared by:	Nick Wagner

A. SUMMARY

Proposed Ordinance 2010-0217 (pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) between King County and the International Brotherhood of Teamsters Local 117.

The CBA (pp. 7-37 of these materials) covers nine employees who will be working in the county Department of Transportation (Transit Division).

This is a new bargaining unit, whose employees were not previously represented.

1. Term of the CBA

The CBA covers the approximately two-year period from 16 January 2009, when the new bargaining unit was certified by the State Public Employment Relations Commission, through 31 December 2010. (CBA Article 22, p. 36 of these materials)

2. The Bargaining Unit

The nine employees who make up this new bargaining unit are Administrator I's who report to Transit Section Managers. They are described in the Executive's transmittal letter (*see* p. 45 of these materials) as providing administrative services regarding:

- Personnel administration;
- Budget development and administration;
- Program development and administration; and
- The systems and processes that support the section to which the employee is assigned."

3. Consistency with Labor Policies

As described in the Contract Summary (pp. 39-40 of these materials), the proposed CBA appears to be consistent with the County's adopted labor policies. In addition, the Executive's transmittal letter (*see* p. 45 of these materials) describes the proposed CBA as "consistent with other collective bargaining agreements covering similar bargaining units."

4. Pay Ranges and COLAs

The pay range for these employees is range 50 in the King County 10-Step Squared Schedule (\$24.9985/hr. to \$31.6873/hr.). *See* CBA Addendum A (p. 37 of these materials).

The cost-of-living adjustment (COLA) for 2010 follows the typical county settlement agreed to with other unions in recent years. The adjustment is based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of two percent and six percent, respectively. (*See* CBA § 13.2, p. 24 of these materials.) According to the Executive's Fiscal Note (p. 43 of these materials), the projected increase for 2010 is two percent.

As the Executive explains in his transmittal letter, "That cost-of-living increase has already been provided via the implementation of the furlough memorandum of agreement addressing the 2009 budget crisis (Ordinance 16340). The 2010 cost-of-living costs, as shown on the attached informational fiscal note, were budgeted in 2009 as part of the furlough memorandum of agreement." *See* p. 45 of these materials.

5. Performance Evaluations

The CBA does not provide for performance evaluations; however, section 2.6 of the CBA provides, "The 2005 King County Personnel Guidelines shall apply to members of this bargaining unit where this Agreement is silent or ambiguous," and section 15.2 of the Guidelines provides for "employee performance appraisals" to be "conducted at least annually." The Contract Summary (p. 40 of these materials) notes that "[p]erformance evaluations are consistent with county Personnel Guidelines."

6. Interest Arbitration

This bargaining unit is eligible for interest arbitration. *See* Contract Summary, p. 40 of these materials.

7. No-Strike Provision

Section 5.1 of the agreement (p. 14 of these materials) provides in part that "the Union shall not cause or condone any work stoppage, including any strike, slowdown, or

refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement.”

B. NEW CONTRACT PROVISIONS

This is an entirely new agreement; however, the Executive notes in his transmittal letter, the agreement “is consistent with other collective bargaining agreements covering similar bargaining units.” See p. 45 of these materials.

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive’s Fiscal Note (p. 43 of these materials). From a base cost of \$673,319 for 2009, the CBA would then increase in cost by \$13,466 in 2010. The Executive’s transmittal letter describes the CBA as comparing favorably with other collective bargaining agreements and being within the county’s capacity to finance (p. 45-46 of these materials).

D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

- 1. Jim Meith, Labor Negotiator, Human Resources Division, King County
Department of Executive Services
- 2. Matt House, Business Representative, Teamsters Local 117

ATTACHMENTS

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 9, 2010

Ordinance

Proposed No. 2010-0217.1

Sponsors Hague

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and International Brotherhood of Teamsters Local
4 117 (Administrator I - Transit) representing employees in
5 the department of transportation; and establishing the
6 effective date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated between King
9 County and International Brotherhood of Teamsters Local 117 (Administrator I - Transit)
10 representing employees in the department of transportation and attached hereto is hereby
11 approved and adopted by this reference made a part hereof.

12 SECTION 2. Terms and conditions of said agreement shall be effective from
13 January 16, 2009, through and including December 31, 2010.

14

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Robert W. Ferguson, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement between King County and International Brotherhood of Teamsters Local 117, B. Addendum A - International Brotherhood of Teamsters Local 117 Transit Administrator 1, Interest Arbitration - DOT Wages Effective January 16, 2009

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**AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
King County Department of Transportation – Transit Division Administrator I's**

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**AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
King County Department of Transportation – Transit Division Administrator I’s**

ARTICLE 1: PREAMBLE

These Articles constitute an Agreement between King County (County) and Teamsters Local Union No. 117 (hereinafter referred to as the “Union”). 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 Agreement.

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

2 **2.1 Union Recognition:**

3 The County recognizes Teamsters Local Union No. 117, affiliated with the International
4 Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all regular full-time
5 and regular part-time Administrator I's employed in the Transit Division of the Department of
6 Transportation who report to Transit Section Managers.

7 In recognizing the Union as the exclusive bargaining representative, the County agrees to not
8 effect any change in the wages, benefits, or working conditions covered by the terms of the
9 Agreement, except by mutual agreement with the Union

10 **2.2 Union Membership:**

11 A. It shall be a condition of employment that all employees covered by this
12 Agreement who are members of the Union in good standing on the effective date of this Agreement
13 shall remain members in good standing or pay an agency fee. It shall also be a condition of
14 employment that all employees covered by this Agreement and hired or assigned into the bargaining
15 unit after its effective date shall, on the thirtieth (30) day following the beginning of such
16 employment, become and remain members in good standing in the Union or pay an agency fee.

17 B. Employees covered by this Agreement who qualify for an exemption from the
18 requirement for Union membership based on an employee's bona fide religious belief shall contribute
19 an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the
20 Union. The Employee shall furnish the Union with written proof each month that such payments are
21 being made.

22 C. Failure by an employee to abide by the provisions of paragraphs A and B will
23 constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in A
24 and B, the Union will provide the employee and the County with seventy-two (72) hours notice of
25 intent to seek the discharge of the employee. During this period the employee may bring the amount
26 in arrears current to avoid discharge.

27 D. Upon request, the County will provide the Union with a current list of all
28 employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit,

1 employment status, job classification, and date of hire into his/her current classification.

2 E. The County will notify the Union of all new hires, and will notify the Union
3 whenever an employee is moved into or out of a bargaining unit position. The notification will
4 include the employee's name, section and/or unit, employment status, job classification, date of hire
5 and effective date of the personnel action.

6 **2.3 Union Dues Deduction:**

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

10 B. The Union will indemnify and hold the County harmless against any claims made
11 and any suit instituted against the County on account of any collection of the dues for the Union. The
12 Union agrees to refund to the County any amounts paid to it in error on account of the collection
13 provision, upon presentation of proper evidence thereof.

14 **2.4 Shop Stewards, Union Activities and Representation:**

15 A. Union Representatives (Staff) may visit the work location of employees at
16 reasonable times for purpose of administering the terms of this Agreement. The Union shall regularly
17 submit a list of its designated representatives to the Department Management. Before visiting the
18 work location, the Union representative must contact the supervisor or manager of that location to
19 ensure that the worksite visit will not unduly interfere with normal operations at the worksite.

20 B. The County agrees to recognize employees appointed and identified by the Union
21 as employee representatives. When it is necessary during a Union representative's work hours for
22 that Union representative to participate in County meetings (*i.e.*, investigatory interviews, Labor-
23 management meetings, negotiations, or grievance hearings) the Union representative shall be on paid
24 time. In no instance shall the release of the Union representative for this purpose interfere with
25 County operations. Release time shall be permitted for contract negotiations for a total of up to two
26 (2) people from the Transit Administrators bargaining unit to bargain the contract for the Transit
27 Administrators I bargaining unit.

28 C. The Union shall be allowed use of bulletin board space to post Union notices.

1 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and
2 remove Union materials, and only materials originating from the Union office and bearing the Union
3 logo or signed by a staff representative of the Union may be posted on the Union bulletin board space.
4 The Union shall be allowed to post electronic mail notices on the County system if the notices meet
5 the same requirements, provided they comply with King County Policies governing electronic mail
6 and internet use

7 D. Employees who are designated by the Union as stewards and/or representatives of
8 the bargaining unit may make limited use of County telephones, FAX machines, copiers and similar
9 equipment for the purposes of contract administration. In addition, such employee representatives
10 may use the County electronic mail system for communications related to contract administration,
11 provided they comply with King County policies governing electronic mail and internet use. In no
12 circumstances shall use of the County equipment interfere with County operations

13 **2.5 Maintenance of Working Conditions:**

14 The County recognizes its obligation to negotiate wages, hours and working conditions with
15 the Union.

16 **2.6 Application of Personnel Guidelines:**

17 The 2005 King County Personnel Guidelines shall apply to members of this bargaining unit
18 where this Agreement is silent or ambiguous.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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1 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

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

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1 **ARTICLE 5: WORK STOPPAGES**

2 **5.1 No Work Stoppages:** The County and the Union agree that the public interest requires
3 efficient and uninterrupted performance of County services and to this end pledge their best efforts to
4 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or
5 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
6 assigned duties, sick leave absence which is not bona fide, or other interference with County
7 functions by employees under this Agreement and, should same occur, the Union agrees to take
8 appropriate steps to end such interference. Any concerted action by employees shall be deemed a
9 work stoppage if any of the above activities occur.

10 **5.2 Union's Responsibilities:** Upon notification in writing by the County to the Union that
11 any of its members are engaged in work stoppage, the Union shall immediately, in writing, order such
12 members to immediately cease engaging in such work stoppage and provide the County with a copy
13 of such order. In addition, if requested by the County, a responsible official of the Union shall
14 publicly order such employees to cease engaging in such a work stoppage.

1 **ARTICLE 6: PROBATION**

2 6.1 Upon appointment as a regular employee to a job classification covered by this
3 Agreement, the employee will serve six (6) months probation. An employee returning to a job
4 classification in which the employee has already satisfactorily completed probation will not be
5 required to serve a new probation unless the employee has been out of the job classification for two
6 (2) or more years, or the employee is returning to the position due to a disciplinary demotion.

7 6.2 An employee's probation may be extended by the County, with notification to the Union.
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1 **ARTICLE 7: DISCIPLINE**

2 No employee who has completed the probationary period shall be disciplined except for just
3 cause. The County and the Union agree with the principle of progressive discipline, which may
4 include oral reprimands, written reprimands, suspension, demotion, and discharge, or alternative
5 forms of discipline as supported by just cause. Probationary employees are not subject to the
6 provisions of this Article.

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1 **ARTICLE 8: HOLIDAYS**

2 **8.1 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
Presidents' 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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16 And any special or limited holidays as declared by the President of the United States or the Governor
17 of the State of Washington, and as approved by the Council.

18 **8.2 Day of Observance:** For holidays falling on a Saturday, the Friday before shall be
19 observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as
20 the holiday.

21 **8.3 Personal Holidays:** Personal holidays shall be administered through the vacation plan.
22 One (1) day shall be available for use on the first of October and one (1) day on the first of November
23 of each year. These days shall be used in the same manner as any vacation day earned.

24 **8.4 Holiday Compensation:**

25 A. Full-time employees who are eligible for holiday pay shall receive time and one-
26 half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in 8.1 above. This
27 holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)
28 straight time hours of holiday pay.

1 B. Part-time employees who are eligible for holiday pay and are assigned to work on a
2 holiday shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked on a
3 holiday listed in 8.1 above. In addition, the employees shall receive holiday pay for holidays which
4 fall on regularly scheduled working days and the holiday pay shall be pro-rated based on the
5 employees' regularly scheduled working hours. Employees will not be compensated for holidays
6 falling on days that they are not regularly scheduled to work.

7 C. For those employees whose normal shift is longer than eight (8) hours in order to
8 receive their normal salary, shall be provided an option to either work additional hours in the pay
9 period or deduct hours from their annual leave bank.

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1 **ARTICLE 9: VACATIONS**

2 **9.1 Accrual:** Employees shall be eligible for vacation leave benefits as described in this
3 Article except in those instances expressly provided:

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Full Years of Service	Equivalent/Pro-Rated Annual 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 26 and beyond	30

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24 Employees shall accrue vacation leave from their date of hire in a leave eligible position.
25 Employees who are eligible for vacation leave and who work less than a full-time schedule shall
26 receive pro-rated leave to reflect his/her normally scheduled workweek.

27 **9.2 Accrual Maximum:** Employees eligible for vacation leave shall accrue vacation leave
28 from their date of hire in a leave eligible position. Employees who work less than a full-time

1 schedule shall receive a pro-rated leave to reflect his/her normally scheduled workweek. Employees
2 may accrue up to 480 hours of vacation leave. Employees must use vacation leave beyond the
3 maximum accrual amount prior to the end of the pay period that includes December 31 of each year.
4 Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the
5 vacation leave beyond the maximum amount unless the manager/designee has approved a carryover
6 of such vacation leave because of cyclical workloads, work assignments or other reasons as may be in
7 the best interests of the County.

8 **9.3 Vacation Payout:** Employees shall be paid for accrued vacation leave to their date of
9 separation up to the maximum accrual amount if they have successfully completed their first six (6)
10 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall
11 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of
12 leaving County employment less mandatory withholdings. If an employee leaves prior to successful
13 completion of the six months of County service, they shall forfeit and not be paid for accrued
14 vacation leave.

15 This vacation leave cash-out is subject to any determination by bargaining unit members to
16 have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon
17 retirement as a result of length of service, as set forth in the King County Code. Such determination
18 is applicable to all members of the bargaining unit.

19 **9.4 Partial Payments:** Employees may use vacation in half hour (1/2) increments.

20 **9.5 Limited use on Probation:** Employees who are in a probationary period as a result of
21 promotion shall be entitled to use vacation time accrued in their prior position while they are in a
22 probationary status in their new position subject to the approval of the manager/designee.

23 **9.6 Vacation rate on Return:** If a regular employee eligible for vacation leave resigns from
24 County employment in good standing or is laid off and subsequently returns to County employment
25 within two (2) years from such resignation or layoff, as applicable, the employee's prior County
26 service shall be counted in determining the vacation leave accrual rate under 9.1.

1 **ARTICLE 10: SICK LEAVE**

2 **10.1 Accrual:** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for
3 each hour in pay status commencing with the first day of employment. There is no limit to the
4 amount of sick leave that an employee can accrue.

5 **10.2 Use:** Sick leave may be used in one half (1/2) hour increments in accordance with the
6 King County Personnel Guidelines and applicable laws. An employee may choose to use vacation or
7 other accrued leave time as an extension of sick leave when sick leave has been exhausted.

8 **10.3 Separation:** Separation from or termination of County employment except by reason of
9 retirement or layoff due to lack of work, funds, efficiency reasons or separation for nondisciplinary
10 medical reasons, shall cancel all sick leave accrued to the employee as of the date of separation or
11 termination. Should the employee resign in good standing, be separated for nondisciplinary medical
12 reason or be laid off, and return to county employment within two years, accrued sick leave shall be
13 restored, but the restoration shall not apply where the former employment was in a term-limited
14 temporary position. This provision does not apply to retirees. If a retiree is rehired, the employee is
15 not entitled to have the un-cashed out 65 percent of his/her former sick leave balance reinstated.

16 **10.4 Cashout:** An employee who has at least five years of service and retires as a result of
17 length of service, or who terminates by reason of death, will receive (or the employee's estate will
18 receive) a cash payment equal to 35% of the employee's accrued sick leave multiplied by the
19 employee's salary rate in effect on the date of separation. This sick leave cash-out is subject to any
20 determination by bargaining unit members to have their funds placed in Voluntary Employee
21 Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth
22 in the King County Code. Such determination is applicable to all members of the bargaining unit.

1 **ARTICLE 11: OTHER LEAVES**

2 **11.1 Bereavement Leave:**

3 1. Employees eligible for leave benefits shall be entitled to three working days of
4 bereavement leave a year per occurrence due to death of members of their immediate family.

5 2. Employees who have exhausted their bereavement leave shall be entitled to use sick
6 leave in the amount of three days for each instance of death when death occurs to a member of the
7 employee's immediate family.

8 3. In cases of family death where no sick leave benefit is authorized or exists, an
9 employee may be granted leave without pay.

10 4. In the application of any of the foregoing provisions, holidays or regular days off
11 falling within the prescribed period of absence shall not be charged.

12 5. For the purposes of this section, immediate family means: The spouse, child, parent,
13 son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner and the child, parent,
14 sibling, grandparent or grandchild of the spouse or domestic partner.

15 **11.2 Jury Duty/Subpoena:** An employee called for jury duty or subpoenaed may be allowed
16 the necessary leave with pay not to exceed forty (40) hours per week. The employee should notify
17 his/her supervisor immediately upon receiving notification of jury duty or subpoena. As the
18 employee will be paid by the Employer, compensation received from a jury function shall be
19 submitted to the Employer. Any payment for travel expenses will be reimbursed to the employee.
20 The employee shall make every effort to report to work in case of early excusal. This section does
21 not apply when the employee is a plaintiff or defendant.

22 **11.3 State and Federal Law:** To the extent that State and/or Federal Law provides a greater
23 benefit than the provisions of this Agreement, the State and/or Federal law shall apply.

1 **ARTICLE 12: MEDICAL, DENTAL, LIFE INSURANCE, AND OTHER BENEFIT PLANS**

2 The County will provide medical, dental and life insurance plans, as well as possibly other
3 benefit plans for all benefit eligible employees; such plans, including any changes thereto, to be as
4 negotiated by the County and the Union through the Joint Labor Management Insurance Committee.
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1 **ARTICLE 13: WAGE RATES**

2 **13.1 2009 Wage Rate:** The salary ranges for employees in the bargaining unit are set forth in
3 Addendum A, attached to this Agreement.

4 **13.2 2010 Wage Rate:** Effective January 1, 2010, the pay for all classifications in the
5 bargaining unit shall be increased by 90% CPI-W U.S. All Cities, based on September-to-September
6 figures of the preceding year. Such percentage increase will not be less than 2 percent, nor will it be
7 greater than 6 percent.

8 **13.3 Step Increase and Merit Pay:** Existing County employees promoted into bargaining
9 unit positions shall be placed into a step providing a rate of pay not less than approximately 5% above
10 the previous rate of pay. Upon satisfactory completion of a six (6) month probationary period, regular
11 employees shall receive one (1) step (as established in Addendum A) increase.

12 Every employee who is not at the top of his or her schedule will advance within his/her salary
13 range one (1) step (as established in Addendum A) on January 1 of the following year. An employee
14 at the top of his or her schedule shall be eligible for merit increases according to the existing practice.

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1 **ARTICLE 14: HOURS OF WORK AND OVERTIME**

2 **14.1 Hours of work:** The establishment of work schedules is vested solely within the
3 purview of the County and may be changed from time to time with two (2) weeks notice to the
4 employee, except by mutual agreement or in the case of an emergency. An employee may request an
5 alternative work schedule, which may include flexible work hours, compressed work weeks,
6 telecommuting and/or job share arrangements. Approval for an alternative work schedule must be
7 received from the employee's manager. The decision to allow an alternative work schedule is solely
8 within the County's discretion and approval may be revoked at any time.

9 **14.2 Overtime Payment:** Hourly employees shall be paid at an overtime rate of one and one
10 half times their regular rate of pay for all hours worked in excess of their regularly scheduled work
11 day or work week. An employee may request, and with approval of the manager/designee, may
12 receive compensatory time off in lieu of overtime pay. Such time shall be earned at the rate of one
13 and one-half (1-1/2) hours for each hour worked.

14 Unworked hours in a paid status (e.g., vacation, sick leave, and compensatory time off) shall
15 be counted toward the overtime eligibility threshold.

16 All overtime shall be authorized in advance by the division manager/designee in writing,
17 except in emergencies.

1 **ARTICLE 15: CONTRACTING OUT**

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

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

9 It is acknowledged by the parties that there is an overlap and similarities between the body of
10 work performed by employees of this bargaining unit and certain employees in other bargaining units
11 within the Transit Division.

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1 **ARTICLE 16: REDUCTION IN FORCE**

2 **16.1 Layoff Process:** Employees who are laid off due to a lack of work and/or a shortage of
3 funds will be selected by inverse seniority within the bargaining unit.

4 **16.2 Seniority:** Seniority shall be defined as the employee's hire date with the County.

5 **16.3 Notice:** When elimination of a position will result in an employee being laid off, the
6 County will provide written notice to the Union and the affected employee at least 30 calendar days
7 prior to the effective date of the layoff.

8 **16.4. Recall:** An employee who is laid off will have recall rights to the position from which
9 he/she was laid off from for two (2) years from the effective date of the layoff. Should an employee
10 refuse an appointment to a position in his/her former classification or one at comparable rate of pay
11 during the recall period, he/she will forfeit all recall rights. It is the employee's responsibility to keep
12 the County apprised of her/his current address.

13 A laid off employee will be entitled to career counseling services through the County's
14 Referral and Placement Program.

1 **ARTICLE 17: DISPUTE RESOLUTION PROCEDURES**

2 **17.1 Nature of the Procedure:** Any dispute between the County and the Union, or between
3 the County and any employee covered by this Agreement concerning the interpretation, application,
4 claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

5 Every effort will be made to settle grievances at the lowest possible level of supervision.
6 Employees will be unimpeded and free from restraint, coercion, discrimination, or reprisal in seeking
7 adjudication of their grievance.

8 The County will attempt to hold grievance hearings during normal working hours. Employees
9 involved in such grievance hearings during their normal County working hours shall be allowed to do
10 so without suffering a loss in pay, including the grieving employee, any employee involved as a
11 witness and/or any employee representing the Union.

12 Unless otherwise indicated, days in this Article will mean calendar days. Any time limits
13 stipulated in the grievance procedure may be extended by mutual agreement in writing. If the County
14 fails to respond within the designated time frames, the Union may, at its option, continue to demand a
15 response, or pursue the grievance to the next step of the resolution process.

16 **17.2 Grievance Steps:** A grievance in the interest of a majority of the employees in the
17 bargaining unit shall be reduced to writing by the Union and may, at its discretion, be introduced at
18 Step 2 of the grievance procedure within twenty-one (21) days of the alleged violation or within
19 twenty-one (21) days of when the Union reasonably should have known of the alleged violation.

20 A grievance shall be processed in accordance with the following procedure:

21 **Step 1** - A grievance shall be submitted in writing by the Union or the employee, within
22 twenty (21) days of the alleged contract violation or within twenty-one (21) days of when the Union
23 reasonably should have known of the alleged violation to the grieving employee's immediate
24 supervisor. The grievance shall include a description of the incident, the date it occurred and the
25 applicable provision of the collective bargaining agreement. The parties agree to make every effort to
26 settle the grievance at this stage promptly. The immediate supervisor shall answer the grievance in
27 writing to the Union within fourteen (14) days after being notified of the grievance.

28 **Step 2** - If the grievance is not resolved at Step 1, it shall be forwarded to the Division

1 Manager or his/her designee within twenty-one (21) days of the Step 1 written response. The
2 Division Manager or his/her designee shall convene a meeting with the Union within twenty one (21)
3 days after receipt of the grievance. The meeting may include the aggrieved employee at their option.
4 The Division Manager or his/her designee shall answer the grievance in writing to the Union within
5 twenty-one (21) days after the meeting.

6 **Step 3** - If the grievance is not resolved at Step 2, either of the signatory parties to this
7 agreement may submit the grievance to binding arbitration. Within thirty (30) days of the County's
8 Step 2 response either party may file a Demand for Arbitration. The Union's demand will be filed
9 with the Manager of the Labor Relations Section of the Human Resources Division of the Department
10 of Executive Services.

11 After the Demand for Arbitration is filed, the County and the Union will meet to select by
12 mutual agreement an arbitrator. If the parties are unable to arrive at an agreement, either party may
13 petition for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC),
14 after which an arbitrator shall be selected by the alternate striking of names, the first strike to be
15 determined by a coin flip.

16 **17.3 Arbitrator's authority:** In connection with any arbitration proceeding held pursuant to
17 this Agreement, it is understood as follows:

18 1) The arbitrator shall have no power to render a decision that will add to, subtract
19 from, alter, change or modify the terms of this Agreement, and their power shall be limited to the
20 interpretation or application of the express terms of this Agreement, and all other matters shall be
21 excluded from arbitration.

22 2) The decision of the arbitrator shall be final, conclusive and binding upon the
23 County, the Union and the employee involved.

24 3) The cost of the arbitrator shall be borne equally by the County and the Union, and
25 each party shall bear the cost of presenting its own case, including attorneys' fees, regardless of the
26 outcome of the case.

27 4) Unless otherwise agreed to in writing by the parties, the arbitrator's decision shall
28 be made in writing, and shall be issued to the parties within thirty (30) days after the case is submitted

1 to the arbitrator.

2 5) Any arbitrator selected under Step 3 shall function pursuant to the voluntary labor
3 arbitration regulations of the American Arbitration Association, unless otherwise agreed to in writing
4 by the parties.

5 **17.4 Mediation:** At any step in the process by mutual agreement the parties may submit the
6 dispute to mediation. If the mediation is not successful the grievance will be reinstated at the step it
7 was prior to submission to mediation.

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1 **ARTICLE 18: SAVINGS CLAUSE**

2 Should any section of this Agreement or any addenda thereto be held invalid by operation of
3 law or by any court of competent jurisdiction, or should compliance with or enforcement of any
4 provision be restrained by such court, the remainder of this Agreement and addenda shall not be
5 affected thereby. Upon such invalidation, the parties agree to meet within thirty (30) calendar days
6 and negotiate any impacts. In the event the Employer and the Union are unable to mutually agree
7 upon language to replace that held invalid by law or court, the parties agree to resolve their
8 disagreement through the mediation and arbitration steps of the Dispute Resolution Procedures.

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1 **ARTICLE 19: WAIVER AND COMPLETE AGREEMENT**

2 A. 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 B. 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 the Union, for the life of this Agreement, each voluntarily and
9 unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain
10 collectively with respect to any subject or matter.

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

1 **ARTICLE 20: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

2 **20.1 Contributions:** The County shall pay \$1.50 (one dollar and fifty cents) to the Western
3 Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for
4 every hour for which compensation was paid, commencing on a mutually agreed upon date, said
5 amounts to be computed monthly, provided that the maximum contribution shall be limited to 2,080
6 (two thousand eighty) hours per calendar year. The County will comply with the Uniformed Services
7 Employment and Re-employment Rights Act (USERRA) of 1994 in defining eligibility and
8 establishing contribution rates for employees who are eligible for pension contributions while absent
9 from employment because of active military service.

10 **20.2 Wage Reduction:** All bargaining unit employees shall have their wage rate reduced by
11 the amount of the County's contribution on the employee's behalf pursuant to Section 20.1, above.

12 **20.3 Payments and Trust Rules:** The total amount due for each calendar month shall be
13 remitted in a lump sum not later than ten (10) business days after the close of the pay period that
14 includes the last business day of the month. The County agrees to abide by the rules established by
15 the Trustees of said Trust Fund to facilitate the accurate determination of hours for which
16 contributions are due, prompt and orderly collection, and accurate reporting and recording of amounts
17 paid.

1 **ARTICLE 21: EMPLOYEE RIGHTS**

2 **21.1 Review of Personnel Files:** A copy of material placed into an employee's personnel
3 file(s) shall be provided to the employee at the time of its placement in the file.

4 Upon request, an Employee can schedule an appointment to review his/her personnel files.
5 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.
6 An Employee may also review and copy, upon request, any files to which s/he has a legal right to
7 access. Employees who challenge material included in their personnel files are permitted to insert
8 material relating to the challenge.

9 **21.2 Union Representation:** An Employee, at his/her request has the right to Union
10 representation at any meeting which she/he reasonably believes may lead to disciplinary action
11 against the Employee. If the employee requests Union representation in such a matter, the Employee
12 will be provided reasonable time to arrange for Union representation. The parties acknowledge that
13 in certain instances a reasonable time may be as little as that same day.

14 **21.3 Home Free Guarantee:** The County will operate a program to provide employees with
15 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,
16 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated overtime
17 that day which requires the employee to leave work at other than the employee's regularly scheduled
18 quit time. Determination of what constitutes a qualified emergency will be made at each worksite by
19 the employee designated by the County. Employees can exercise their home free guarantee a
20 maximum of eight (8) times per calendar year.

21 **21.4 Bus Pass:** Employees eligible for leave and insured benefits and eligible retirees as
22 defined in this section shall be issued a transit bus pass entitling the holder to ride without payment of
23 fare on public transportation services operated by or under the authority of the County. In addition,
24 such employees shall be entitled to use the transit bus pass to ride without payment of fare on public
25 transportation services operated by or under the authority of Pierce Transit, Kitsap Transit and
26 Community Transit, subject to agreements with such agencies as may be entered into by the
27 executive. Use of transit bus passes shall be restricted to such employees and retirees, and any
28 unauthorized use shall, at a minimum, result in forfeiture of the passes. Employees not eligible for

1 leave and insured benefits under this chapter shall not receive transit passes or any transit bus pass
2 subsidy.

3 For purposes of this section, "eligible retiree" means an employee eligible for leave and
4 insured benefits under this chapter who (1) separates from employment with the County while
5 holding a position determined by the director of the Department of Transportation to be dedicated
6 exclusively to the public transportation function, and (2) on the date of said separation is eligible to
7 receive benefits from a retirement system established pursuant to state law.

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1 **ARTICLE 22: DURATION**

2 This Agreement and each of its provisions shall become effective upon completion of the each
3 party's approval process and shall continue in force and effect from January 16, 2009 through
4 December 31, 2010.

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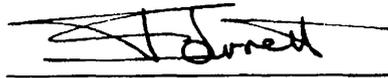
APPROVED this 24th day of March, 2010.

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By: 
King County Executive

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Teamsters Local Union No. 117, IBT

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Tracey A. Thompson
Secretary-Treasurer

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cba Code: 412

ADDENDUM A

**International Brotherhood of Teamsters Local 117
Transit Administrator I, Interest Arbitration - DOT
Wages Effective January 16, 2009**

Union Code: F10

Job Class Code	Peoplesoft Job Class Code	Class Title	King County Squared Table Range	Steps*
2810100	281212	Administrator I	50	2-4-6-8-10

Employees occupy steps 2, 4, 6, 8, 10 of the above range and progress accordingly in pay ranges.

Attachment B

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CONTRACT SUMMARY

CONTRACT: International Brotherhood of Teamsters Local 117
(Administrator I - Transit, Department of Transportation)

TERM OF CONTRACT: January 16, 2009, through December 31, 2010

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Employees in this bargaining unit are Administrator I's employed in the Transit Division of the Department of Transportation who report to Transit Section Managers. They provide administrative services in various aspects of: personnel administration, budget development and administration, program development and administration, and the systems and processes that support the section to which the employee is assigned.

NEGOTIATOR: Jim Meith

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Layoff process, notice, and recall rights are specified by the contract.
➤ INTEREST-BASED BARGAINING:	Negotiations were conducted in an interest-based fashion.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Vacation accrual and sick leave cashout are provided per county policy.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The contract contains a comprehensive equal employment opportunity provision that prohibits discrimination.
➤ CONTRACTING OUT OF WORK:	The county will not contract out work if doing so eliminates or reduces the normal workload of the bargaining unit unless required due to limitations imposed by a funding agreement.
➤ LABOR / MANAGEMENT COMMITTEES:	Labor / Management committees are referenced in the contract.
➤ DISCIPLINE & GRIEVANCES:	The contract provides for a grievance procedure.
➤ MEDIATION:	Mediation of disputes is specifically encouraged by this contract.
➤ CONTRACT CONSOLIDATION:	N/A
➤ BENEFITS TRUST PLAN:	The contract provides for employees participation in the Teamsters Pension Trust.

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

CONTRACT: International Brotherhood of Teamsters Local 117
(Administrator I - Transit, Department of Transportation)

COUNCIL POLICY	COMMENTS
➤ HEALTH BENEFITS COST SHARING:	N/A
➤ RELEASE TIME:	This contract provides for standard release time.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	This is a new bargaining unit. Negotiations commenced on June 23, 2009. Tentative agreement was reached on October 30, 2009. The union membership ratified the agreement on November 9, 2009.
➤ TIMELINESS OF IMPLEMENTATION:	This contract will be implemented expeditiously following its enactment.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	N/A
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	Consistent with county policy and state and federal law.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	All employees in this bargaining unit are paid on a biweekly basis.
➤ INTEREST ARBITRATION ELIGIBLE:	This bargaining unit is eligible for interest arbitration.
➤ NO STRIKE PROVISION:	This contract contains a no strike provision.
➤ ADDITIONAL LEAVE PROVISIONS:	All leave that is guaranteed by this contract is consistent with county policies on leave.
➤ HOURS OF WORK:	The employees covered by this agreement work a core 40 hour work week.
➤ PERFORMANCE EVALUATIONS:	Performance evaluations are consistent with county Personnel Guidelines.



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
International Brotherhood of Teamsters Local 117 (Administrator I - Transit, Department of Transportation)
Labor Negotiator
Jim Meith

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

<i>Six Point Summary of changes to the attached agreement:</i>
1. This is the first collective bargaining agreement for this new bargaining unit and is consistent with other collective bargaining agreements covering similar bargaining units.
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FISCAL NOTE

Ordinance/Motion No.	Contract		
Title:	International Brotherhood of Teamsters Local 117 (Administrator I - Transit, Department of Transportation)		
Effective Date:	1/16/2009 – 12/31/2010		
Affected Agency and/or Agencies:	Transit		
Note Prepared by:	Matt McCoy, Labor Relations Analyst, HRD	Phone: 205-8004	
Department Sign Off: DOT	Jill Krecklow, Finance & Administrative Services Manager, Transit, DOT	Phone: 684-1019	
Note Reviewed by: Supplemental Required?	Shelly De Wys, Budget Analyst		Phone: 263-9718
NO <input type="checkbox"/>	YES <input type="checkbox"/>		

EXPENDITURES FROM:					
Fund Title	Fund Code	Department		2010	
Public Trans Op	464	Transportation		\$ 13,466	
TOTAL				\$ 13,466	

EXPENDITURE BY CATEGORIES:					
Expense Type	Dept Code	Department	2009 Base	2010	
Salaries		DOT	\$ 583,357	\$ 11,667	
OT			\$ 12,500	\$ 250	
PERS & FICA			\$ 77,462	\$ 1,549	
TOTAL			\$ 673,319	\$ 13,466	

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period (s):	1/16/2009 -12/31/2010
2. Wage Adjustments & Effective Dates:	
COLA:	2.00% for 2010.
Other:	
Retro/Lump Sum Payment:	None
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS/FICA:	Payroll taxes @ 13%.
Overtime:	
4. Other Cost Factors:	

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March 22, 2010

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

Dear Councilmember Ferguson:

The enclosed ordinance, if approved, will ratify the International Brotherhood of Teamsters Local 117 (Administrator I - Transit) collective bargaining agreement for the period of January 16, 2009, through December 31, 2010. This agreement covers nine employees in the Department of Transportation, Transit Division.

Employees in this bargaining unit are Administrator I's who report to Transit Section Managers. They provide administrative services in various aspects of: personnel administration; budget development and administration; program development and administration; and, the systems and processes that support the section to which the employee is assigned.

This is a new bargaining unit that was certified by the State Public Employment Relations Commission on January 16, 2009. This is the first collective bargaining agreement for the bargaining unit. The employees were previously not represented. The attached agreement is consistent with other collective bargaining agreements covering similar bargaining units.

The cost-of-living increase for 2010 follows the standard county settlement agreed to with other labor organizations, which was formulated at 90% of the increase in the All Cities CPI-W Index, September to September, provided that the amount produced by application of the foregoing would not be less than 2% or greater than 6%. That cost-of-living increase has already been provided via the implementation of the furlough memorandum of agreement addressing the 2009 budget crisis (Ordinance 16340). The 2010 cost-of-living costs, shown on the attached informational fiscal note, were budgeted in 2009 as part of the furlough memorandum of agreement.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our

The Honorable Bob Ferguson

March 22, 2010

Page 2

capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact James J. Johnson, Interim Labor Relations Manager, at 206-296-8556, at your convenience.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Tom Bristow, Chief of Staff
 Anne Noris, Clerk of the Council
Dwight Dively, Director, Office of Management and Budget
Caroline Whalen, Acting County Administrative Officer, Department of Executive Services (DES)
Anita Whitfield, Director, Human Resources Division (HRD), DES
Michael Frawley, Deputy Director, HRD, DES
James J. Johnson, Interim Labor Relations Manager, HRD, DES