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


ARTICLE 1: PURPOSE ..... 1
ARTICLE 2: UNION RECOGNITION, MEMBERSHIP, SHOP STEWARDS ..... 1
ARTICLE 3: EQUAL EMPLOYMENT OPPORTUNITY ..... 3
ARTICLE 4: NO STRIKES OR LOCKOUTS ..... 4
ARTICLE 5: PROBATION ..... 4
ARTICLE 6: DISCIPLINE ..... 4
ARTICLE 7: HOLIDAYS ..... 5
ARTICLE 8: VACATIONS ..... 5
ARTICLE 9: SICK LEAVE ..... 7
ARTICLE 10: LEAVES OF ABSENCE WITH AND WITHOUT PAY ..... 7
ARTICLE 11: LEAVE DONATION ..... 9
ARTICLE 12: MEDICAL, DENTAL AND LIFE INSURANCE ..... 9
ARTICLE 13: WAGE RATES AND OTHER ECONOMICS ..... 10
ARTICLE 14: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST ..... 11
ARTICLE 15: HOURS OF WORK ..... 12
ARTICLE 16: RIGHTS OF MANAGEMENT ..... 12
ARTICLE 17: CONTRACTING OUT ..... 13
ARTICLE 18: LAYOFF AND RECALL ..... 13
ARTICLE 19: DISPUTE RESOLUTION PROCEDURES ..... 14
ARTICLE 20: SAVINGS CLAUSE ..... 15
ARTICLE 21: WAIVER AND COMPLETE AGREEMENT ..... 16
ARTICLE 22: DURATION ..... 17
ADDENDUM A: WAGE RATES ..... 18

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

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

## ARTICLE 1: PURPOSE

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

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

### 2.1 Union Recognition

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

### 2.2 Union membership

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

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 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.

## 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 first of October and one day on the first of November 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:

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

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

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

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

**10.2 Family and Medical Leave:**

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

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

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

reasons, the employee may reserve up to 80 hours of accrued sick leave.

**10.2.4** The County shall continue its contribution to health insurance during the period of unpaid leave.

**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.

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.** Effective July 8, 2008, 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 2009 Wage Rate.** Effective January 1, 2009, the pay for all classifications in the bargaining unit shall be increased by 90% CPI-W U.S. All Cities, based on September-to-September figures of the preceding year. Such percentage increase will not be less than 2 percent, nor will it be greater than 6 percent. This amount is known to be 4.88%.

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

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

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

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

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

Zero floor and no ceiling.

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

**13.9 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.

**13.10 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.

**13.11 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 for every hour for which compensation was paid, 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 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.

**ARTICLE 22: DURATION**

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

**APPROVED** this 12TH day of SEPTEMBER, 2012.

By: Dow Constantine

King County Executive

For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson
Secretary-Treasurer

**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 and Rideshare Operations Manager | 77 |
| 1132700 | 113602 | Transit Sales and Customer Services Manager | 77 |
| 1132110 | 113011 | Transit Operations Manager - Assistant | 75 |
| 1132410 | 113331 | Transit Vehicle Maintenance Manager - Assistant | 75 |

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

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

**Background:**

**1.** On July 3, 2008, the Public Employment Relations Commission certified the International Brotherhood of Teamsters, Local 117, as the representative of the Transit Section Managers. Shortly thereafter, on July 8, 2008, King County and the Union entered into a "Christie Agreement" for the Transit Section Managers, allowing the parties to negotiate wages retroactively to that date.

**2.** The parties engaged in negotiations that culminated in an interest arbitration hearing at the end of 2011 and beginning of 2012. Following the close of the interest arbitration hearing but before a ruling from the arbitrator, the parties settled their negotiations.

**3.** The collective bargaining agreement settlement provides that the positions in the bargaining unit will receive wage range decreases, wage range increases, or will stay the same.

**4.** Full retroactive pay for the period of July 8, 2008, through December 31, 2011, would be approximately $176,000. As a term of their settlement, the parties have negotiated a reduced amount of retroactive pay for the bargaining unit, rather than a full amount dating back to the Christie Agreement in July 8, 2008.

**5.** The parties enter into this Agreement in order to memorialize the particular terms that are necessary to implement this collective bargaining agreement.

**Agreement:**

**1.** Implementation of accelerated step increases. Article 13.10 of the collective bargaining agreement establishes that employees shall progress up the King County Squared Table on steps 1-2-4-6-8-10. If, at the start of the collective bargaining agreement term on July 8, 2008, an employee was on a non-negotiated step (3-5-7-9), then the employee will be moved to the closest step on the negotiated table (1-2-4-6-8-10) without experiencing a decrease. Any employee who was already on a negotiated step on July 8, 2008, will not receive a step increase until authorized by the collective bargaining agreement in Article 13.10.

**2.** Implementation of salary range changes. For employees who are in positions receiving salary range increases or decreases, a "step-to-step" methodology shall be used. For example, if the negotiated range for a position increases from Range 75 to Range 79, an employee who is at Range 75, Step 6 at the start of the collective bargaining agreement will move to Range 79, Step 6 at the start of the collective bargaining agreement.

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

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

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

**APPROVED** this 12TH day of SEPTEMBER 2012.

By: Dow Constantine
King County Executive

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

Tracey A. Thompson
Secretary-Treasurer