



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

KING COUNTY – MTD CAPITAL TRANSIT D&C

June 2022

Modify the current language as follows:

- *Change dates to reflect newly bargained term throughout the Contract.*
- *Anywhere he/him/his/her/she are referred amend to they/them.*
- *Anywhere there are numbers or dollar amounts add the words and vice versa. Example: eighty percent (80%)*
- *Correct punctuation and grammar throughout as appropriate.*
- *Renumber to account for additions/deletions.*

ARTICLE 1: PREAMBLE

1.1 These Articles, along with the Coalition Labor Agreement (CLA), constitute an Agreement between King County (County) and Teamsters Local Union No. 117 (hereinafter referred to as the “Union” or “Local 117”).)

1.2 Application of Coalition Labor Agreement: The CLA shall apply to the individual bargaining unit’s employees as follows:

A. The Preamble in its entirety.

B. All Superseding and non-superseding provisions, unless otherwise noted in the CLA.



ARTICLE 2: UNION RECOGNITION ~~AND MEMBERSHIP~~

2.1 Recognition: The County recognizes the Union as the exclusive bargaining representative with respect to wages, hours and working conditions of employment for all Supervisory employees in the ~~Design and Construction section of the Transit Capital~~ Division ~~performing work within the classifications listed in Addendum A~~ of the ~~Metro Transit~~ Department ~~of Transportation~~, excluding ~~all other~~ managers ~~and supervisors which are not listed in Addendum A~~, confidential employees, short term temporary employees, ~~employees covered by other collective bargaining agreements~~, and all other employees of the employer. This agreement covers one bargaining unit.

2.2 ~~Union Membership~~ Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E.): ~~It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing in the Union or pay an agency fee.~~ The County agrees to deduct voluntary contributions from the paycheck of all employees covered by this Agreement in accordance with the following:

A. D.R.I.V.E. shall notify the County of the amount of compensation designated by each contributing employee he or she voluntarily elects to contribute. The amount will be whole dollar increments and calculated based on the employee's pay period.

B. The County agrees to deduct from all employees covered by this Agreement their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the full amount on behalf of the contributing employee, the County will not withdraw any funds for that pay period.

C. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly

~~International Brotherhood of Teamsters Local 117 - Transit Design and Construction Supervisors, Interest Arbitration - Department of Transportation~~ Metro Transit Department
~~January 1, 2015 to December 31, 2020~~ January 1, 2021 through December 31, 2024

~~153MCLAC011822~~



basis, in one check, the total amount deducted for each contributing employee along with the name of each employee on whose behalf a deduction is made.

D. The Union will indemnify, defend and hold the County harmless against any claims made and against it and any suit instituted against the County on account of any deduction or lack thereof of D.R.I.V.E contributions.

~~Failure by an employee to satisfy the above paragraph of this section shall constitute just cause for dismissal provided the Union notifies the County and the affected employee of its intent to seek dismissal of the affected employee within thirty days of making a request for dismissal. At the expiration of thirty days notice, the Union may request dismissal in writing. Discharge must occur within thirty days of such request.~~

~~**2.3 Exemption:** Nothing contained in 2.2 shall require an employee to join the Union who objects to membership in the Union on the grounds of a bona fide religious objection, in which case the employee shall pay an amount of money equivalent to the regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which the employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payments have been made. If the employee and the Union are unable to agree on the charity the Public Employment Relations Commission shall designate the charity.~~

~~**2.4 Dues Deduction:** Upon receipt of written authorization individually signed by an employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-Treasurer of the Union and shall transmit the same to the Union. The Employer shall notify the Union of changes in employment status on a monthly basis.~~

~~**2.5 Indemnification:** The Union will indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provisions upon presentation of proper evidence thereof.~~



2.36 Maintenance of Working Conditions: The County recognizes its obligation to negotiate wages, hours and working conditions with the Union.

2.47 Application of Personnel Guidelines: As set forth below, the 2005 King County Personnel Guidelines shall apply to ~~members~~ employees of this bargaining unit where the ~~Collective Bargaining Agreement~~ CLA, this Appendix, or Memoranda of Understanding are silent or ambiguous. The 2005 Personnel Guidelines (except those identified below to have no application) shall replace any pre-existing practice between the parties, provided that nothing in those Guidelines will be interpreted or applied to circumvent the parties' collective bargaining obligations. However, should any genuine established practice arise subsequent to the date upon which this Agreement takes effect, and such practice conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a matter on which the Agreement is either silent or ambiguous), then the practice shall govern. Should the Guidelines be invoked to interpret the contract, the arbitrator reserves the right to determine what weight should be given ~~along side~~ alongside those other interpretive factors that an arbitrator might conclude appropriate. Except as expressly noted, definitions in the Personnel Guidelines shall apply to the interpretation of the Personnel Guidelines only. The parties agree that the following provisions of the King County Personnel Guidelines (2005) are preempted by the terms of the parties' Collective Bargaining Agreement:

Preamble/Disclaimer	Sections 14.1-14.6, and 14.9-14.15
Section 1.3	Section 15.3
Chapter 4	Chapter 16
Chapter 5	Chapter 17
Sections 6.5, 6.6, 6.9, and 6.13-6.15	Chapter 18
Chapter 9	Section 19.4
Sections 11.1, 11.2, and 11.4	Chapter 22
Sections 12.4, 12.5	

ARTICLE 3: 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.

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

4.1 The ~~Agreement~~ CLA and this Appendix 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.

4.2 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.

4.3 Modification: Should the parties agree to amend or supplement the terms of this Agreement, such amendments or supplements shall be in writing and effective when signed by the parties.

ARTICLE 5: ~~DISCIPLINE AND PROBATION~~

~~**5.1 Discipline:** Pursuant to MLA Art. 27.~~

5.1.2 Probation: New Employees, including those new to a position, shall be subject to a six (6) month probationary period. Employees who have been assigned to a position as a ~~an acting or~~ TLT shall be provided credit for such time toward this period, at the discretion of the appointing authority. A probationary period may be extended beyond six (6) months, but no more than 12 months, upon agreement of the County, the employee, and the Union.

5.2.3 Probationary period upon Promotion: An employee who does not successfully complete the probationary period in a position to which the employee has been promoted shall be restored to the employee's former position, former salary, and all other benefits to which the employee would have been entitled if the promotion had not occurred if the former position is still



vacant (has not been offered and accepted by an applicant), and the position still exists. If they refuse to accept an offered position in a lower pay range than the position they initially vacated, they will be laid off. If they accept a lower range position, they will have recall rights to the next available position of the range they had at the time of the initial transfer. If they refuse to accept a position of equal range and similar duties (to the position originally vacated) for which they meet the essential qualifications, they will be placed on the recall list for two years. Provided further, there are no reversion rights if the employee is discharged for cause.

ARTICLE 6. GRIEVANCE PROCEDURE

~~Pursuant to MLA Art. 26.~~

ARTICLE 67: HOLIDAY STAFFING

~~Pursuant to MLA Art. 10.~~

7.1 Holiday Compensation:

~~A. Full time employees who are eligible for holiday pay shall receive time and one-half (1 1/2) their regular rate of pay for all hours worked on a holiday listed in 7.1.A. above. This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8) straight time hours of holiday pay. Employees who work the holiday shall either receive an additional day's pay at their regular, straight time hourly rate or shall at their option receive a substitute holiday, use of which must be scheduled five (5) days in advance. Substitute holidays not taken off within one (1) year shall be compensated for in cash.~~

~~B. Part time employees who are eligible for holiday pay and are assigned to work on a holiday shall be paid holiday compensation (1 1/2 the regular rate of pay) for the actual hours worked. In addition to the holiday compensation for actual hours worked, the employees shall receive holiday pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-rated based on the employees' regularly scheduled working hours. Employees will not be compensated for holidays falling on days that they are not regularly scheduled to work.~~

~~C. For those employees whose normal shift is longer than eight (8) hours in order to~~



~~receive their normal salary, shall be provided an option to either work additional hours in the pay period or deduct hours from their annual leave bank.~~

67.12 Holiday Staffing: The County may use reduced staffing on holidays consistent with weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating through the list of employees by classification and seniority. If there are insufficient volunteers, employees will be selected by the County using a rotation process. Employees may exchange assigned holidays so long as the County incurs no additional costs. Employees proposing the exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the holiday. Any exchange of holiday assignments will obligate both employees to work those days that they have exchanged.

ARTICLE 8: VACATIONS

~~— Pursuant to MLA Art. 6, 9, and 35.~~

ARTICLE 9: SICK LEAVE

~~— Pursuant to MLA Art. 11 and 34.~~

ARTICLE 710: ~~GENERAL~~ EXECUTIVE LEAVES

~~— 10.1 Donation of Leaves:~~ Pursuant to MLA Art. 6.

~~10.2 Leave - Organ Donors:~~ The manager/designee shall allow all employees eligible for paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

~~A. The employee gives the manager/designee reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.~~

~~B. The employee provides written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other~~



organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

C. Time off from work for the purpose set out above in excess of five (5) working days will be subject to the terms of this Agreement.

~~10.3. Bereavement Leave: Pursuant to MLA Art. 8.~~

~~10.4 Leave – Examinations: Employees eligible for paid leave benefits shall be entitled to necessary time off with pay for the purpose of participating in County qualifying or promotional examinations. This shall include time required to complete any required interviews.~~

~~10.5 Jury Duty: Pursuant to MLA Art. 5.~~

~~10.6 Leave for Volunteer Service: Pursuant to MLA Art. 4.~~

~~10.7 Military Leave: Pursuant to MLA Art. 2.~~

10.18 Executive Leave: Employees who are exempt from the overtime provisions of the FLSA shall be eligible for up to 10 days of Executive Leave annually. All employees who are exempt from overtime shall receive at least three (3) days of Executive Leave annually.

~~10.9 Leave Without Pay: Pursuant to MLA Art. 3.~~

~~10.10 Closure of County Facilities:~~

~~A. Pay for employees in case of facility closure.~~

~~1. If a facility is closed by order of the County Executive, regular, provisional, probationary and term limited temporary employees scheduled to work will be paid their normal salary or hourly wage until such time as the facility is reopened, alternative worksites are arranged, or a reduction in force is implemented. If the shutdown extends for more than one week, the status of displaced workers may be reviewed by the Executive to determine whether a reduction in force due to either lack of funds or lack of work is in order. This applies to affected overtime exempt as well as hourly employees.~~

~~Employees who previously requested and have been approved for time off (e.g., vacation, sick leave, compensatory time off, executive leave, leaves of absence) will have hours deducted from their~~



accruals as approved.

Employees designated as first responders and mission critical employees who are unable to report to work will have their time charged to vacation, comp time (hourly), Executive Leave (salaried) or leave without pay unless the agency director determines that regular pay is warranted and waives the charging of the time missed.

2. Where a department or division director or agency administrator closes operations in his or her agency during the work day or orders employees to leave the premises because of safety concerns, employees (regular, provisional, probationary and term limited temporary) scheduled to work will be paid for the normally scheduled work day.

3. Continued closure of a facility outside the downtown core beyond the first day (or partial day) as described above must be approved by the Executive; otherwise, the facility will be deemed open.

B. Pay for employees where facilities remain open for business.

Where a department, office or facility remains open but conditions prevent an employee from reporting to work:

1. The employee will notify his or her supervisor as soon as possible.

2. The employee may request, and the supervisor may approve, the use of compensatory time, executive leave, vacation time, or leave without pay to cover absences resulting from a county emergency, critical incident, or inclement weather. Sick leave may not be used in such instances except where appropriate under sick leave provisions of the King County Code, Personnel Guidelines and this collective bargaining agreement.

ARTICLE 811: HOURS OF WORK AND OVERTIME

11.1 Standard Five-Eight (5-8) Workweek Schedule: For FLSA non-exempt employees, the standard workweek will consist of five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not to exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. However, the establishment of work schedules is vested solely



~~within the purview of the County and may be changed from time to time with 2 weeks notice to the employee.~~

~~11.2 Overtime Payment: Employees covered by this bargaining unit who are employed in a bona fide executive, administrative or professional capacity and are in turn exempt from overtime payments under the Federal Fair Labor Standards Act are expected to work the hours necessary to satisfactorily perform their jobs. These employees are not eligible for overtime payments~~

~~11.2.1 Hourly employees shall be paid at an overtime rate of one and one half times their regular rate of pay for all hours worked in excess of their regularly scheduled work day or work week. Unworked hours in a paid status (e.g., vacation, sick leave) shall be counted toward the overtime eligibility threshold.~~

~~11.2.2 All overtime shall be authorized in advance by the division manager/designee in writing, except in emergencies.~~

811.13 Alternative Work Schedules: A full-time employee may request, a four (4) day, forty (40) hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative schedule ~~in order to support the County Commute Trip Reduction program.~~ Employees will submit written requests for alternative work schedule approval to the Section Manager/designee. Requests will be evaluated and approved or denied relative to the business needs of the organization, and must be reviewed at least annually. In administering any such alternative work schedule, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis unless the Section Manager/designee determines that an alternative schedule is essential to the business needs of the organization. The establishment of and approval for alternative work schedules is vested solely within the purview of the County and may be changed from time to time. Such changes will normally require at least two (2) weeks notice to the employee.

B. If a holiday designated pursuant to ~~Section 7.1~~ **CLA Article 10** falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday.



If a designated holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday. This schedule will be followed unless the employee and ~~his or her~~ their supervisor determines that some other day will be taken for the holiday; provided, however, that in such case the holiday time must be used no later than the end of the following pay period.

C. If multiple employees in a work group desire an alternative work schedule with the same days off, the County may, upon written notice to the Union, subject requests for alternative schedules to a bidding process, with priority given to employees in order of decreasing seniority.

D. Employees who currently work on an alternative work schedule shall be permitted to retain that work schedule, subject to the management approval requirements in Section A.

~~11.4 Compensatory Time: An overtime eligible employee may request, and with approval of the manager/designee, may receive compensatory time off in lieu of overtime pay. Such time shall be earned at the rate of one and one-half (1 1/2) hours for each hour worked.~~

~~11.5 Emergency Call Back: Pursuant to MLA Art. 33.~~

~~811.26~~ **Telecommuting:** The Union and the County mutually recognize the importance of regularly reporting to the assigned work site for the purposes of accomplishing work, however, consistent with past practice, an employee may occasionally request, and a supervisor may occasionally approve, an alternative telecommuting work schedule for a limited period of time for the purpose of accommodating and balancing the individual needs of an employee and the business needs of the organization. Additionally, employees are covered by Article 40 Telecommuting of the CLA and the King County Telecommuting Policy ~~(PER-18.4 (AEP))~~, and any amendments thereto.

~~811.37~~ **Home Free Guarantee:** The County will operate a program to provide employees with a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool, vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated overtime that day which requires the employee to leave work at other than the employee's regularly scheduled quit time. Determination of what constitutes a qualified emergency will be made at each



worksite by the employee designated by the County. Employees can exercise their home free guarantee a maximum of eight (8) times per calendar year.

ARTICLE 912: REDUCTION IN FORCE

912.1 Order of Layoff: In the event of a reduction in force due to lack of work, lack of funds or considerations of efficiency, the order of layoff will be determined by classification on the basis of seniority. Where two or more regular employees within a classification are of equal seniority, bargaining unit seniority shall determine the order of layoff between those employees. If the employees are still tied after consideration of bargaining unit seniority, total County service shall break the tie. If the employees are still tied, the County shall break the tie by considering merit.

912.2 Seniority Calculation: Seniority shall be the total time spent in a particular classification, or its predecessor classification encompassing the same body of work. Part-time employees shall receive full credit. For instance, a 3/4 time employee who works for 1 year in a classification shall have one (1) full year seniority in that position. If an employee is bumped to a lower level classification in a classification series, the employee's seniority shall be all of the time spent in the lower level classification combined with any time spent in higher level classifications in the same class series.

912.3 Classification Series: The classification series shall be as follows:

Capital Projects Managing Supervisor	<u>Transit Capital Unit Manager</u>
Real Estate, Land Use and Environmental Planning Supervisor	
Transit Engineer V and VI	<u>Capital Supervisor</u>

If additional classifications are added to the bargaining unit, the parties will negotiate the impact on this list of classification series. During the term of this agreement there continues to be one existing incumbent employee working in the Real Estate, Land Use and Environmental Planning Supervisor classification. The parties agree and understand that all future hires (including Special Duty Assignments) in the position currently performed by the incumbent Real Estate, Land Use and



Environmental Planning Supervisor shall be filled as a Transit Capital Supervisor, consistent with the pay provisions set forth for the Transit Capital Supervisor Classification.

All existing bargaining unit employees in the Capital Projects Managing Supervisor and Transit Engineer VI classifications shall be reclassified to a new Transit Capital Unit Manager classification.

All existing bargaining unit employees in the Transit Engineer V classification shall be reclassified to a new Transit Capital Supervisor classification. The new classifications will be initiated by the Employer. The Employer shall endeavor to submit the draft classification specifications to the Department of Human Resources as soon as possible, which is expected to occur prior to ratification of this agreement. The Employer will provide the Union with a copy of the draft classification specifications prior to finalizing with the Department of Human Resources. The date which the new classification series is implemented is yet to be determined, however the parties agree that the effective date of the reclassification shall be January 1, 2022, and that wage placement shall be step-to-step for all impacted reclassifications. The wages of each bargaining unit classification at each step in the January 1, 2022 wage table in Addendum A will be no less than the rate for the corresponding predecessor classification and step in the January 1, 2021 wage table in Addendum A, increased in accordance with the CLA. The parties have bargained wage placement and all known impacts relating to the creation of the Transit Capital Unit Manager and Transit Capital Supervisor classifications. Should there be any additional impacts at the time the classification specifications and reclassifications are implemented, the parties agree to meet, discuss, and bargain as required by law.

912.4 Employees may only bump into lower level classifications within the same classification series.

12.5 Example:

- ~~1. Employer decides to layoff an Engineer III.~~
- ~~2. There are three Engineer VIs. One with two years as an Engineer VI, one with four years, one with six years.~~
- ~~3. The Engineer VI with two years will be laid off.~~



~~4. The laid-off Engineer VI may try to bump into a lower classification in the series.
If the Engineer VI had two prior years as an Engineer V, the Engineer VI has four years for purpose
of bumping into the Engineer V classification.~~

912.56 Qualifications: No employee may bump another employee in a classification unless the bumping employee meets the essential qualifications for the classification and the specific qualifications for the position to which ~~he/she~~the employee intends to bump.

912.67 Re-call Rights: A regular employee who is laid off will have recall rights to ~~his/her~~their previous position for two (2) years from the date of layoff. An employee retains ~~his/her~~their recall rights if ~~he/she~~the employee accepts a lesser position with the County. An employee who is laid off shall forfeit ~~his/her~~their recall rights if ~~he/she~~the employee refuses a recall.

912.78 Notice of Recall: A regular employee will have ten (10) days from the date the notice of recall is sent by certified mail in which to notify the County of whether ~~he/she~~they will accept the position. The County will consider the employee's failure to notify the County within ten (10) days a refusal; however, if the County determines that there are warranting circumstances, it may accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the County informed of ~~his/her~~their current address.

912.89 Reinstatement: A regular employee recalled within two (2) years from the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff, and vacation leave accrual rate restored.

ARTICLE 13: NON-DISCRIMINATION

~~The County shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, union activities, marital status, physical, mental or sensory disability.~~



ARTICLE ~~10~~14: WORK STOPPAGES AND EMPLOYER PROTECTION

~~10~~14.1 No Work Stoppages: The County and the Union agree that the public interest requires efficient and uninterrupted performance of County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, 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 and, should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by employees shall be deemed a work stoppage if any of the above activities occur.

~~10~~14.2 Union's Responsibilities: Upon notification in writing by the County to the Union that any of its ~~members~~ represented employees are engaged in work stoppage, the Union shall immediately, in writing, order such ~~members~~ employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in such a work stoppage.

ARTICLE 15: MEDICAL, DENTAL AND LIFE PLAN

~~— Pursuant to MLA Art. 25.~~

ARTICLE 16: SAVINGS CLAUSE

~~— Pursuant to MLA Art. 30.~~

ARTICLE ~~11~~17: WAGE RATES

~~11~~17.1 Wage rates are established in Addendum A and will receive increases in accordance with the CLA or as established through interest arbitration. The wage rates in Addendum A reflect the wage increases described below. These wage increases shall be paid retroactive to January 1, 2015.

~~— **17.2 2015 Wage Increase.** Employees shall receive a wage 2.25% COLA. In addition, there shall be a 2.00% market adjustment for Engineer 5's and a 4.00% market adjustment for Engineer~~



6's, Capital Projects Managing Supervisors, and Real Estate, Land Use and Environmental Planning
Supervisors.

~~17.3 2016 Wage Increase.~~ Employees shall receive a 2.25% COLA.

~~17.4 2017 Wage Increase.~~ Employees shall receive a 2.25% COLA.

~~17.5 2018 Wage Increase.~~ Employees shall receive a 2.7% COLA.

1117.26 Step Increase and Merit Pay:

A. Pay on Promotion: Existing County employees promoted into bargaining unit positions shall be placed into a step providing a rate of pay not less than approximately 5% above the previous rate of pay consistent with the rules established by KCC 3.15.130. This 5% increase will be based on the employee's base rate of pay and shall not include shift differentials or other premiums; however merit-over-the-top pay shall be included.

B. Step Increases: Upon satisfactory completion of a six (6) month probationary period, regular employees shall receive one (1) step (as established in Addendum A) increase. However, a new employee who has not successfully completed probation by September 30 will not be entitled to an annual step increase on January 1, and will receive their annual increase the following January 1. Every employee ~~who received at least a satisfactory year end evaluation and~~ who is not at the top of ~~his or her~~their schedule will advance within ~~his/her~~their salary range one (1) step (as established in Addendum A) on January 1 ~~of the following each year thereafter.~~ An employee at the top ~~of his or her~~step of their salary schedule shall be eligible for merit increases according to the ~~existing practice~~rules in the King County Merit Pay Manual. TLT employees are eligible for step increases pursuant to the Contingent Worker Manual, not this Agreement.

1117.37 Licensing and Stamping:

Employees who hold Professional Engineering licenses or ~~American Institute of Architecture~~Registered Architect licenses with the Washington State Department of Licensing shall be eligible for the following monthly premiums:

A1. \$50 for employees who have PE or ~~AIA~~RA licenses.



B2. An additional \$50 for employees who have PE or ~~AIA~~ **RA** licenses and whose positions require the stamping of engineering or architectural plans.

ARTICLE 128: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST

~~18.1 Contribution: The County shall pay \$3.00 (three dollars) to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation was paid, said amounts to be computed monthly, provided that the maximum contribution shall be limited to 2,080 (two thousand eighty) hours per calendar year. 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.~~

~~18.2 Wage Reduction: 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 18.1, above.~~

~~18.3 Payments and Trust Rules: The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) 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.~~

128.14 Pension Reopener: The parties agree, upon the Union's request, to discuss the bargaining unit's continued participation in the Western Conference of Teamsters Pension Trust.

ARTICLE 1319: EMPLOYEE RIGHTS

1319.1 Review of Personnel Files: The only personnel files will be the Department personnel file and the Section personnel file. Additionally, supervisors may keep a "working file" which may be used for the purpose of developing an annual evaluation. Such materials will be purged from this working file when the evaluation is finalized. Notes taken for such purpose may be added to the personnel file.



A copy of material placed into an employee's personnel file(s) shall be provided to the employee at the time of its placement in the file.

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

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

13.19.3 Release Time and Facilities Access:

19.3.1 A. Workplace Access: Any person authorized by the Union to serve as its representative may visit the work location of other employees at reasonable times for purpose of administering the terms of this Agreement. The Union shall regularly submit a list of its designated representatives to the Manager of ~~Design and Construction~~Transit Employee and Labor Relations and the Capital Division Director. Before visiting the work location, the Union representative must contact the supervisor or manager of that location to ensure that the worksite visit will not unduly interfere with normal operations at the worksite.

19.3.2 B. Release Time: When it is necessary during a Union representative's work hours for that Union representative to participate in County meetings (*i.e.*, investigatory interviews, Labor-management meetings, negotiations, or grievance hearings) the Union representative shall be on paid time. In no instance shall the release of the Union representative for this purpose interfere with County operations. ~~Paid R~~release time shall be permitted for ~~Appendix contract~~ negotiations for a total of up to two (2) people from ~~this the transit Supervisors'~~ bargaining unit to bargain the



contract for ~~the Supervisors'~~this bargaining unit.

~~19.3.3 Bulletin Boards: Pursuant to MLA Art. 23.~~

ARTICLE 1420: CONTRACTING OUT

Pursuant to ~~M~~CLA Article, 16 in addition to the below provisions.

1420.1 The County agrees not to utilize the services of a consulting firm for the purpose of providing consultants to perform work traditionally and historically conducted by Union bargaining unit ~~members~~employees, unless the consultants' work is limited to specific project-specific or work order contracts, or used to augment the workforce on a short-term, temporary basis. This provision does not preclude the County from hiring contract workers or consultants to augment work performed by the bargaining unit in a manner that is consistent with the past practice of the Capital Division, or its predecessor Design & Construction.

1420.2 The County agrees that it will not utilize individuals employed by consulting firms in situations where the individuals are placed under the principal supervision of a County employee who has authority to direct and assign their work.

1420.3 The County agrees that work performed by consultants will be limited to providing the specific work product or service set forth within the terms of the consultant contracts.

1420.4 If, in order to adhere to County policies and procedures or state, local, and federal grant conditions for a specific project, the County is required to contract all or part of the work to be performed due to the limitations imposed by the funding agreement, such contracting, which shall be limited as to what is required in each agreement, shall not be considered a violation of this Article; provided that such contracting complies with Article 1420.1 of this Appendix.

ARTICLE 21: BUS PASSES

~~Pursuant to MLA Art. 38.~~

~~21.1 Automobile Reimbursement: Pursuant to MLA Art. 24.~~

ARTICLE 22: SPECIAL DUTY, WORK OUT-OF-CLASSIFICATION, AND RECLASSIFICATION



~~Pursuant to MLA Art. 14, 15 and 37.~~

ARTICLE 1523: SAFETY AND STANDARDS

The County and its employees value a safe working environment and recognize their mutual obligation to maintain safety standards. The County shall adopt and enforce a program in accordance with applicable state and federal laws and regulations. The County may create and enforce safety standards above those required by law, provided that nothing in this Article waives the Union's rights to collectively bargain. The County shall supply and maintain safety-related items and equipment as required by law or Department or Division policy or directive.

ARTICLE 1624: PROMOTIONS

The County and the Union agree to develop and maintain a promotional system that will allow employees to be promoted to job classifications in the bargaining unit depending on their demonstrated skills, knowledge, and the availability of higher level work and funding. The benefits to the employees and the organization include the following:

- Increases efficiency and effectiveness by retaining trained and qualified employees
- Promotes a productive, high quality work environment
- Provides employees with career growth opportunities in ~~the Capital Division~~ ~~Design and Construction~~
- Enhances employee morale

The County and the Union have the following shared interests for filling vacancies of positions represented by the Union:

- Hiring the most qualified candidate to fill the position
- A quick and fair process
- Promoting from within

Management will determine staffing requirements based on an analysis of the business needs. When new staffing positions are created or vacant positions are to be filled, it will be advertised to the bargaining unit ~~members~~ pursuant to CLA Job Postings. ~~Members~~ Represented employees shall



complete and submit all requested application materials by the required application deadline.

Vacancies ~~may be advertised simultaneously to the Union and outside the Union in the interest of efficiency~~ will be advertised pursuant to the Coalition Labor Agreement. Application materials will be reviewed to identify those bargaining unit candidates who meet the minimum qualifications of the positions based on the “qualifications” and “special necessary requirements” listed on the job bulletin. The highly qualified candidates are those who meet the “highly desirable” and/or “desirable” qualifications listed on the job bulletin. If there are at least three (3) highly qualified internal applicants, management will interview a minimum of three (3) highly qualified internal candidates before considering outside candidates. One of these highly qualified candidates will be selected for the job. If there are fewer than three (3) highly qualified Union candidates, management may also consider the outside candidates. The most qualified candidate will be selected. Management’s decision on who is the most qualified applicant is solely within its discretion and is not grievable under this Agreement.

ARTICLE 17: AUTOMATIC VEHICLE LOCATION SYSTEM USE POLICY

17.1. The “Automatic Vehicle Location System Use Policy”, as amended, shall apply to all employees with the following modifications or additions:

A. AVL data will not constitute the sole documentation used to determine discipline imposed on an employee.

B. Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions. Furthermore, should the County engage in a process whereby AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

C. The County will not access such data for the purpose of disciplinary action unless there is a good faith reason to believe that an employee has committed an offense that could result in discipline. The County agrees not to request or view AVL data, absent any other evidence, for the



purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action (i.e., no fishing expeditions).

D. If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the AVL data upon request before conducting an investigatory interview, then the AVL data shall not be used as evidence in any manner related to discipline.

E. The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.

F. All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union represented employee, for response pursuant to the department's policies and procedures.

ARTICLE 18~~25~~: INTEREST ARBITRATION

Nothing in this agreement alters applicable statutory rights under RCW 41.56, including the right to access interest arbitration.

ARTICLE 26: DURATION

~~This agreement covers the period from January 1, 2015 to December 31, 2020.~~

APPROVED this _____ day of _____, ~~2022~~ 2018.

By: _____

King County Executive

County:



Angela Marshall, Interim Labor Relations Manager
Office of Labor Relations, Executive Office

Union:

John Searcy
Secretary-Treasurer
International Brotherhood of Teamsters Local 117

1 cba Code: 153

Union Code(s): F7

2 ADDENDUM A

3 WAGES

4 International Brotherhood of Teamsters Local 117

5 Transit Design and Construction Supervisors, Interest Arbitration—DOT

6 **Wages Effective January 1, ~~2021~~2018**

Job Class Code	PeopleSoft Job Code	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
7115100	712805	Capital Projects Managing Supervisor	\$119,502.72 <u>129,931.36</u>	\$125,307.69 <u>136,243.12</u>	\$131,394.63 <u>142,861.06</u>	\$137,777.26 <u>149,800.98</u>	\$144,469.93 <u>157,077.65</u>
2635100	263303	Real Estate, Land Use and Environmental Planning Supervisor	\$129,931.36 <u>119,502.72</u>	\$125,307.69 <u>136,243.12</u>	\$131,394.63 <u>142,861.06</u>	\$137,777.26 <u>149,800.98</u>	\$144,469.93 <u>157,077.65</u>
7140500	714604	Transit Engineer V	\$111,775.16 <u>121,529.62</u>	\$117,204.75 <u>127,432.86</u>	\$122,898.08 <u>133,623.15</u>	\$128,867.98 <u>140,114.00</u>	\$135,127.87 <u>146,920.18</u>
7140600	714704	Transit Engineer VI	\$129,931.36 <u>119,502.72</u>	\$125,307.69 <u>136,243.12</u>	\$131,394.63 <u>142,861.06</u>	\$137,777.26 <u>149,800.98</u>	\$144,469.93 <u>157,077.65</u>

7 **Wages Effective January 1, 2022**

<u>Job Class Code</u>	<u>PeopleSoft Job Code</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2635100</u>	<u>263303</u>	<u>Real Estate, Land Use and Environmental Planning Supervisor</u>	<u>\$133,829.28</u>	<u>\$140,330.32</u>	<u>\$147,146.90</u>	<u>\$154,295.02</u>	<u>\$161,789.89</u>
<u>2425100</u>	<u>240501</u>	<u>Transit Capital Supervisor</u>	<u>\$125,175.44</u>	<u>\$131,255.90</u>	<u>\$137,631.94</u>	<u>\$144,317.47</u>	<u>\$151,327.70</u>
<u>2426100</u>	<u>240601</u>	<u>Transit Capital Unit Manager</u>	<u>\$133,829.28</u>	<u>\$140,330.32</u>	<u>\$147,146.90</u>	<u>\$154,295.02</u>	<u>\$161,789.89</u>



Fully Recommended Settlement Offer
By and Between
King County – MTD Capital Transit D&C and
Teamsters Local Union No. 117
June 2022

Wages Effective January 1, 2023

<u>Job Class Code</u>	<u>PeopleSoft Job Code</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2635100</u>	<u>263303</u>	<u>Real Estate, Land Use and Environmental Planning Supervisor</u>	<u>\$139,128.37</u>	<u>\$145,943.62</u>	<u>\$153,032.67</u>	<u>\$160,466.80</u>	<u>\$168,261.39</u>
<u>2425100</u>	<u>240501</u>	<u>Transit Capital Supervisor</u>	<u>\$130,182.42</u>	<u>\$136,506.24</u>	<u>\$143,137.28</u>	<u>\$150,090.10</u>	<u>\$157,380.70</u>
<u>2426100</u>	<u>240601</u>	<u>Transit Capital Unit Manager</u>	<u>\$139,128.37</u>	<u>\$145,943.62</u>	<u>\$153,032.67</u>	<u>\$160,466.80</u>	<u>\$168,261.39</u>

Wages Effective January 1, 2024

<u>Job Class Code</u>	<u>PeopleSoft Job Code</u>	<u>Classification Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
<u>2635100</u>	<u>263303</u>	<u>Real Estate, Land Use and Environmental Planning Supervisor</u>	<u>\$144,749.70</u>	<u>\$151,781.34</u>	<u>\$159,153.90</u>	<u>\$166,885.47</u>	<u>\$174,991.86</u>
<u>2425100</u>	<u>240501</u>	<u>Transit Capital Supervisor</u>	<u>\$135,389.70</u>	<u>\$141,966.45</u>	<u>\$148,862.69</u>	<u>\$156,093.60</u>	<u>\$163,676.03</u>
<u>2426100</u>	<u>240601</u>	<u>Transit Capital Unit Manager</u>	<u>\$144,749.70</u>	<u>\$151,781.34</u>	<u>\$159,153.90</u>	<u>\$166,885.47</u>	<u>\$174,991.86</u>