

**Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 32 of the Master Labor Agreement
Professional and Technical Employees, Local 17
Transit Chiefs - Department of Transportation, Metro Transit Division
[042]**

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the Professional & Technical Employees, Local 17 (the Union).

RECITALS

1. The County and the Union have bargained in good faith on other financial related terms during small table bargaining as part of the Total Compensation Coalition bargaining for the term of January 1, 2019 through December 31, 2020. The parties have reached agreement on terms that will be rolled into the Appendix in the next round of MLA bargaining.

AGREEMENTS

1. The County and the Union agree that the edited appendix language below represents the entire agreement of the parties for the period of January 1, 2019 through December 31, 2020.

2. This County and the Union further agree that these language changes will be added to the appendix during MLA bargaining for the period of January 1, 2021 forward.

Appendix Language Changes effective January 1, 2019:

Article 11.2 is amended as follows:

A. Employees represented by this Agreement are FLSA-exempt. However, the nature of their work sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees. Therefore, each Employee will be granted **five three** days of executive leave annually. In addition to these **five three** days of executive leave, an Employee may be granted up to an additional **five seven** days of executive leave, when authorized in writing by his/her immediate supervisor, in recognition of the additional on-call time, excess work and/or performance expectations required by his/her specific position. **For Operations Chiefs, the Deputy General Manager or his/her designee will consider granting up to the seven discretionary days of executive leave via the form attached hereto as Exhibit B.**

B. Employees assigned to a swing or graveyard shift or who have significant on-call responsibilities will meet with their supervisor at the beginning of each year to discuss recognition for their additional time commitments to work. These employees and supervisors will have a discussion about the manner to recognize each employee's additional time commitments, and may include whether each employee will generally flex his/her time to

roughly account for additional time commitments outside the normal work hours, complete regular shifts in addition to the extra time commitments, and the amount of variation the additional commitments require to the employee's normal schedule. Upon the completion of this discussion the employee will be granted up to an additional **five seven** days of executive leave provided for in A. above annually. The grant of these additional days of executive leave remains at the sole discretion of management. For employees granted the additional **five seven** days of executive leave who continue to have extraordinary demands on their off shift hours, flexibility with their work schedules may be granted by their immediate supervisor.

C. Semi-annually, a joint collective bargaining agreement labor-management committee will meet to review compliance with this and other collective bargaining provisions.

D. The yearly executive leave accrual will appear on the Employee's paycheck resulting from the first full pay period in January. Executive leave must be used in the payroll year granted and cannot be carried into the next payroll year or cashed out. No executive leave will be paid in cash except in the event of an Employee's death. In such cases, all unused executive leave will be paid to the Employee's estate.

Article 12.2.A is amended as follows:

If a current County Employee is hired into a bargaining unit position, that Employee will be placed at a step which provides a minimum five percent increase over the Employee's former salary, not to exceed the established top step. A Chief's initial placement onto a step on the salary schedule shall not be less than that which the employee could earn as an acting Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted Employee at a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines. **King County shall not make any post-hire adjustments to Transit Chiefs' salary steps based on subsequent collective bargaining settlements or retroactive pay associated with other unions.**

Exhibit A is amended as follows:

cba Code: 042

Union Code(s): C3

**ADDENDUM A
Professional and Technical Employees
Local 17**

**Transit Division – Chiefs
Effective January 1, 2019**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
2231000	223650	Transit Chief - Customer Services	68-69	1-2-3-4-5 *
8730100	874010	Transit Chief - Facility Maintenance	68-69	1-2-3-4-5 *
2222200	203101	Transit Chief - Marketing and Service Information	68-69	1-2-3-4-5 *
8730200	874020	Transit Chief - Operations	68-69	1-2-3-4-5 *
8730600	874060	Transit Chief - Power Distribution	68-69 +11%	1-2-3-4-5 *
8320100	833301	Transit Chief - Radio Maintenance	68-69	1-2-3-4-5 *
8730300	874030	Transit Chief - Rail Operations	68-69	1-2-3-4-5 *
8730700	874070	Transit Chief - Rail Traction Power	68-69 +11%	1-2-3-4-5 *
8730800	874080	Transit Chief - Rail Vehicle Maintenance	68-69	1-2-3-4-5 *
8730400	874040	Transit Chief - Railway, Signals and Facilities	68-69	1-2-3-4-5 *
2815500	283250	Transit Chief - Rideshare Operations	68-69	1-2-3-4-5 *
8730500	874050	Transit Chief - Vehicle Maintenance	68-69	1-2-3-4-5 *
*These Steps equate to Steps 2-4-6-8-10 on the King County FLSA Exempt "Squared" Pay Schedule				

Exhibit B

To: [Superintendent name, work location]
CC: [name, Deputy General Manager]
From: [Chief name, work location]
Date: [Date]
Re: Justification for Additional Executive Leave to be used in [Year]

Please consider me for a grant of up to 7 days of discretionary Executive Leave. At my work site, I regularly work in excess of the standard 40 hour work week. Listed below are some examples of various justifications which have and/or will require my additional time and attention.

[List]

Thank you for your consideration,

[Chief name, location]

To be completed by Superintendent:
Number of hours approved: _____

CC: Employee
Employee File
Administrative Specialist

**Settlement Agreement
By and Between
King County
and
Professional and Technical Employees, Local 17
Transit Chiefs**

Re: Initial salary placement of new Vehicle Maintenance Chiefs

Background:

1. Article 12.2.A of the Collective Bargaining Agreement (CBA) states:

If a current County Employee is hired into a bargaining unit position, that Employee will be placed at a step which provides a minimum five percent increase over the Employee's former salary, not to exceed the established top step. A Chief's initial placement onto a step on the salary schedule shall not be less than that which the employee could earn as an acting Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted Employee at a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines.

2. Between the date of the August 10, 2017, ATU ratification vote and the November 5, 2017, effective date of the new ATU contract, five former Amalgamated Transit Union, Local 587 members were promoted to PTE Local 17- represented Transit Chief positions in Vehicle Maintenance: Thomas Getachew, Lloyd Getty, Daniel McCaddon, Drew Marcell, and Steve Blackwell. At the time that these five Transit Chiefs received their promotions, they were still on the pay scale of the expired ATU Local 587 contract. King County correctly applied Article 12.2.A on the date that these employees were promoted; however, had the retroactive implementation of the Local 587 wage adjustments occurred before these employees promoted to Transit Chief, some of their step placements would have been higher.

3. The Union filed grievances on behalf of Thomas Getachew, Lloyd Getty and Daniel McCaddon on April 16, 2018, alleging that King County incorrectly placed these employees on the Chiefs wage scale in violation of Article 12.2.A. King County and the Union have a dispute about whether Article 12.2.A requires a "look back" recalculation of Chiefs step placements some time after ATU retroactive payments are issued.

4. The Parties enter into this Agreement in order to resolve this dispute and to create clearer rules for future placements into the bargaining unit, establishing that in future years, there shall be no "look back" to recalculate Chiefs' step placements under any circumstances.

Agreement:

1. The following employees' salary step will be adjusted as follows retroactive to their promotions in 2017:

Employee Name	Initial placement	Agreed salary step
Thomas Getachew	Range 68, Step 4	Range 68, Step 6
Lloyd Getty	Range 68, Step 4	Range 68, Step 6
Daniel McCaddon	Range 68, Step 4	Range 68, Step 6
Drew Marcell	Range 68, Step 4	Range 68, Step 6
Steve Blackwell	Range 68, Step 6	Range 68, Step 8

2. The Union withdraws the grievances of Thomas Getachew, Lloyd Getty and Daniel McCaddon with prejudice. Furthermore, the Union agrees that it has not and will not file any grievances relating to the step placement of any Transit Chiefs who were hired after the 2017 ATU ratification vote.

3. The Parties hereby amend Article 12.2.A as follows:

A. If a current County Employee is hired into a bargaining unit position, that Employee will be placed at a step which provides a minimum five percent increase over the Employee's former salary, not to exceed the established top step. A Chief's initial placement onto a step on the salary schedule shall not be less than that which the employee could earn as an acting Chief or Lead in his/her previous bargaining unit. The appointing authority may place the promoted Employee at a higher step when the department director determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines. **King County shall not make any post-hire adjustments to Transit Chiefs' salary steps based on subsequent collective bargaining settlements or retroactive pay associated with other unions.**

4. This Agreement expires on December 31, 2020, along with the Parties' CBA. It is the Parties' intention to incorporate this new provision into their next CBA without further renegotiation of this provision.

For Professional and Technical Employees, Local 17:



Denise Cobden, Union Representative

For King County:



David Levin, Labor Relations Negotiator-Senior