

Master Labor Agreement (MLA) - Appendix 2
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Administrator I - Transit, Department of Transportation
[412]

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

6 **ARTICLE 1: PREAMBLE**

7 These Articles constitute an Agreement between King County (County) and Teamsters Local
8 Union No. 117 (hereinafter referred to as the “Union”). The intent and purpose of this Agreement is
9 to promote a collaborative relationship between the parties and to set forth the wages, hours and
10 working conditions of such employees as covered by this Agreement.

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

12 **2.1 Union Recognition:**

13 The County recognizes Teamsters Local Union No. 117, affiliated with the International
14 Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all regular full-time
15 and regular part-time Transit Administrator I’s employed in the Transit Division of the Department of
16 Transportation who report to Transit Section Managers. The working title for employees in this
17 bargaining unit will be “Transit Administrator I.”

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

21 **2.2 Union Membership:**

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

28 **B.** Employees covered by this Agreement who qualify for an exemption from the

1 requirement for Union membership based on an employee's bona fide religious belief shall contribute
2 an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the
3 Union. The Employee shall furnish the Union with written proof each month that such payments are
4 being made.

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

10 D. Upon request, the County will provide the Union with a current list of all
11 employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit,
12 employment status, job classification, and date of hire into his/her current classification.

13 E. **Notification of New Hires:** Pursuant to the Master Labor Agreement - MLA Art.
14 20 Union Notification.

15 **2.3 Union Dues Deduction:**

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

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

23 **2.4 Shop Stewards, Union Activities and Representation:**

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

1 worksite.

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

10 **C. Union Bulletin Board Space:** Pursuant to the MLA Art. 23.

11 **D. Use of County Email For Union Purposes:** Pursuant to the Master Labor
12 Agreement MLA Art. 23.

13 **E.** King County shall notify the bargaining unit's shop steward as soon as practicable
14 after a new employee is hired into the bargaining unit. Every effort will be made to do this within 30
15 days.

16 **2.5 Maintenance of Working Conditions:**

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

19 **2.6 Application of Personnel Guidelines:**

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

22 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

25 **ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY**

26 Neither the County nor the Union will discriminate against any individual with respect to
27 compensation, terms, conditions, or privileges of employment because of race, color, creed, religion,
28 national origin, age, ancestry, marital status, gender, sexual orientation or a sensory, mental or

1 physical disability, except as otherwise provided by law.

2 **ARTICLE 5: WORK STOPPAGES**

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

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

16 **ARTICLE 6: PROBATION**

17 **6.1** Upon appointment as a regular employee to a job classification covered by this
18 Agreement, the employee will serve six (6) months probation. An employee returning to a job
19 classification in which the employee has already satisfactorily completed probation will not be
20 required to serve a new probation unless the employee has been out of the job classification for two
21 (2) or more years, or the employee is returning to the position due to a disciplinary demotion.

22 **6.2** An employee’s probation may be extended by the County, with notification to the Union.

23 **ARTICLE 7: DISCIPLINE & SUNSET CLAUSE**

24 Pursuant to the Master Labor Agreement Art. 27.

25 **ARTICLE 8: HOLIDAYS**

26 Pursuant to the MLA Art. 10.

1 **ARTICLE 9: VACATIONS**

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

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Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
000 thru 060	0.0462 X Basis Hours	12
061 thru 096	0.0577 X Basis Hours	15
097 thru 120	0.0616 X Basis Hours	16
121 thru 192	0.0770 X Basis Hours	20
193 thru 204	0.0808 X Basis Hours	21
205 thru 216	0.0847 X Basis Hours	22
217 thru 228	0.0885 X Basis Hours	23
229 thru 240	0.0924 X Basis Hours	24
241 thru 252	0.0962 X Basis Hours	25
253 thru 264	0.1001 X Basis Hours	26
265 thru 276	0.1039 X Basis Hours	27
277 thru 288	0.1078 X Basis Hours	28
289 thru 300	0.1116 X Basis Hours	29
301 thru 9999999	0.1154 X Basis Hours	30

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

22 **9.2 Vacation Accrual Cap:** Pursuant to the Master Labor Agreement MLA Art. 9.

23 **9.3 Vacation Payout:** Employees shall be paid for accrued vacation leave to their date of
24 separation up to the maximum accrual amount if they have successfully completed their first six (6)
25 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall
26 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of
27 leaving County employment less mandatory withholdings. If an employee leaves prior to successful
28 completion of the six months of County service, they shall forfeit and not be paid for accrued

1 vacation leave.

2 **Vacation Leave Cash Out/VEBA:** Pursuant to the MLA Art. 25.

3 **9.4 Partial Payments:** Employees may use vacation in half hour (1/2) increments.

4 **9.5 Limited use on Probation:** Employees who are in a probationary period as a result of
5 promotion shall be entitled to use vacation time accrued in their prior position while they are in a
6 probationary status in their new position subject to the approval of the manager/designee.

7 **Vacation Rate on Return:** Pursuant to the MLA Art. 35.

8 **ARTICLE 10: SICK LEAVE**

9 **10.1 Accrual:** Employees shall accrue sick leave benefits at the rate of 0.04616 hours for
10 each hour in pay status. Employees shall accrue sick leave from their date of hire in a leave eligible
11 position. There is no limit to the amount of sick leave that an employee can accrue.

12 **10.2 Use:** Sick leave may be used in one half (1/2) hour increments in accordance with the
13 King County Personnel Guidelines and applicable laws. An employee may choose to use vacation or
14 other accrued leave time as an extension of sick leave when sick leave has been exhausted.

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

23 **10.4 Cashout:** An employee who has at least five years of service and retires as a result of
24 length of service, or who terminates by reason of death, will receive (or the employee's estate will
25 receive) a cash payment equal to 35% of the employee's accrued sick leave multiplied by the
26 employee's salary rate in effect on the date of separation. This sick leave cash-out is subject to any
27 determination by bargaining unit members to have their funds placed in Voluntary Employee
28 Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth

1 in the King County Code. Such determination is applicable to all members of the bargaining unit.

2 **ARTICLE 11: OTHER LEAVES**

3 **11.1 Bereavement Leave:** Pursuant to the MLA Art. 8.

4 **11.2 Jury Duty:** Pursuant to the MLA Art. 5.

5 **11.3 State and Federal Law:** To the extent that State and/or Federal Law provides a greater
6 benefit than the provisions of this Agreement, the State and/or Federal law shall apply.

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

8 Pursuant to the MLA Art. 25.

9 **ARTICLE 13: WAGE RATES**

10 **13.1 Wage Rates.** Employees in the bargaining unit shall be paid according to the King
11 County Squared Table at the salary ranges listed in Addendum A.

12 **13.2 Total Compensation Agreement.** Upon full ratification of the Memorandum of
13 Agreement titled: Addressing “Total Compensation” Coalition Bargaining; 2015-2016 Budget; And
14 Cost-Of-Living Wage Adjustments For King County Coalition Of Labor Unions Bargaining Unit
15 Members 2015-2016 (“Agreement”) by King County, the full terms and conditions of the Agreement
16 are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as
17 Addendum B.

18 **13.3 Step Increase and Merit Pay:** Existing County employees promoted into bargaining
19 unit positions shall be placed into a step providing a rate of pay not less than approximately 5%
20 above the previous rate of pay. Upon satisfactory completion of a six (6) month probationary period,
21 regular employees shall receive one (1) step (as established in Addendum A) increase.

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

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

26 **14.1 Hours of work:** The establishment of work schedules is vested solely within the
27 purview of the County and may be changed from time to time with two (2) weeks notice to the
28 employee, except by mutual agreement or in the case of an emergency. An employee may request an

1 alternative work schedule, which may include flexible work hours, compressed work weeks,
2 telecommuting and/or job share arrangements. Approval for an alternative work schedule must be
3 received from the employee's manager. The decision to allow an alternative work schedule is solely
4 within the County's discretion and approval may be revoked at any time.

5 **14.2 Overtime Payment:** Hourly employees shall be paid at an overtime rate of one and one
6 half times their regular rate of pay for all hours worked in excess of their regularly scheduled work
7 day or work week. An employee may request, and with approval of the manager/designee, may
8 receive compensatory time off in lieu of overtime pay. Such time shall be earned at the rate of one
9 and one-half (1-1/2) hours for each hour worked.

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

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

14 **ARTICLE 15: CONTRACTING OUT**

15 Pursuant to the MLA Art. 16.

16 **ARTICLE 16: REDUCTION IN FORCE**

17 **16.1 Layoff Process:** Employees who are laid off due to a lack of work and/or a shortage of
18 funds will be selected by inverse seniority within the bargaining unit.

19 **16.2 Seniority:** Seniority shall be defined as the employee's hire date with the County.

20 **16.3 Notice:** When elimination of a position will result in an employee being laid off, the
21 County will provide written notice to the Union and the affected employee at least 30 calendar days
22 prior to the effective date of the layoff.

23 **16.4. Recall:** An employee who is laid off will have recall rights to the position from which
24 he/she was laid off from for two (2) years from the effective date of the layoff. Should an employee
25 refuse an appointment to a position in his/her former classification or one at comparable rate of pay
26 during the recall period, he/she will forfeit all recall rights. It is the employee's responsibility to keep
27 the County apprised of her/his current address.

28 A laid off employee will be entitled to career counseling services through the County's

1 Referral and Placement Program.

2 **ARTICLE 17: DISPUTE RESOLUTION/GRIEVANCE PROCEDURES**

3 Pursuant to the MLA Art. 26.

4 **ARTICLE 18: SAVINGS CLAUSE**

5 Pursuant to the MLA Art. 30.

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

7 A. The Agreement expressed herein in writing constitutes the entire Agreement between the
8 parties and no express or implied or oral statements shall add to or supersede any of its provisions.

9 B. The parties acknowledge that during the negotiations which resulted in this Agreement,
10 each had the unlimited right and opportunity to make demands and proposals with respect to any
11 subject or matter appropriate for collective bargaining, and that the understanding and agreements
12 arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

13 Therefore, the County and the Union, for the life of this Agreement, each voluntarily and
14 unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain
15 collectively with respect to any subject or matter.

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

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

23 **20.1 Contributions:** As soon as practicable following the ratification of this agreement by
24 the Metropolitan King County Council, the County shall pay \$2.50 (two dollars and fifty cents) to the
25 Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining
26 unit for every hour for which compensation was paid, said amounts to be computed monthly. The
27 County will comply with the Uniformed Services Employment and Re-employment Rights Act
28 (USERRA) of 1994 in defining eligibility and establishing contribution rates for employees who are

1 eligible for pension contributions while absent from employment because of active military service.

2 **20.2 Wage Reduction:** All bargaining unit employees shall have their wage rate reduced by
3 the amount of the County's contribution on the employee's behalf pursuant to Section 20.1, above.

4 **20.3 Payments and Trust Rules:** The total amount due for each calendar month shall be
5 remitted in a lump sum not later than ten (10) business days after the close of the pay period that
6 includes the last business day of the month. The County agrees to abide by the rules established by
7 the Trustees of said Trust Fund to facilitate the accurate determination of hours for which
8 contributions are due, prompt and orderly collection, and accurate reporting and recording of amounts
9 paid.

10 **20.4 Termination from Employment:** Upon an employee's termination, King County shall
11 not deduct a Trust pension contribution from an employee's sick leave, vacation leave, or benefit
12 time cash-out. Upon an employee's termination, King County shall deduct a Trust pension
13 contribution from an employee's unused compensatory time accruals.

14 **ARTICLE 21: EMPLOYEE RIGHTS**

15 **21.1 Review of Personnel Files:** A copy of material placed into an employee's personnel
16 file(s) shall be provided to the employee at the time of its placement in the file.

17 Upon request, an Employee can schedule an appointment to review his/her personnel files.
18 An Employee may authorize his/her Union representative to obtain a copy of his/her personnel files.
19 An Employee may also review and copy, upon request, any files to which s/he has a legal right to
20 access. Employees who challenge material included in their personnel files are permitted to insert
21 material relating to the challenge. After a minimum of one (1) year, written reprimands shall be
22 removed from the Employee's personnel file.

23 **21.2 Union Representation:** An Employee, at his/her request has the right to Union
24 representation at any meeting which she/he reasonably believes may lead to disciplinary action
25 against the Employee. If the employee requests Union representation in such a matter, the Employee
26 will be provided reasonable time to arrange for Union representation. The parties acknowledge that
27 in certain instances a reasonable time may be as little as that same day.

28 **21.3 Home Free Guarantee:** The County will operate a program to provide employees with

1 a free ride home by taxi, if on a given day the employee has commuted to work by bus, carpool,
2 vanpool, bike or walking on the day of the trip and has an emergency or works unanticipated
3 overtime that day which requires the employee to leave work at other than the employee's regularly
4 scheduled quit time. Determination of what constitutes a qualified emergency will be made at each
5 worksite by the employee designated by the County. Employees can exercise their home free
6 guarantee a maximum of eight (8) times per calendar year.

7 **21.4 Bus Pass:** Employees eligible for leave and insured benefits and eligible retirees as
8 defined in this section shall be issued a transit bus pass entitling the holder to ride without payment of
9 fare on public transportation services operated by or under the authority of the County. In addition,
10 such employees shall be entitled to use the transit bus pass to ride without payment of fare on public
11 transportation services operated by or under the authority of Pierce Transit, Kitsap Transit and
12 Community Transit, subject to agreements with such agencies as may be entered into by the
13 executive. Use of transit bus passes shall be restricted to such employees and retirees, and any
14 unauthorized use shall, at a minimum, result in forfeiture of the passes. Employees not eligible for
15 leave and insured benefits under this chapter shall not receive transit passes or any transit bus pass
16 subsidy.

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

1 **ARTICLE 22: LABOR MANAGEMENT COMMITTEE**

2 A. A Labor/Management Committee will be established for the Transit Administrator I's.
3 The purpose of the Committee is to provide continuing communication between the parties and to
4 promote constructive labor-management relations. The Committee will meet, discuss, and exchange
5 information of a group nature and general interest to both parties.

6 B. The Employer and the Union will be responsible for the selection of their own
7 representatives. All Committee meetings will be scheduled on mutually acceptable dates and times.
8 The Employer will release Union (employee) representatives to attend Committee meetings.
9 Employees attending Committee meetings during their work time will have no loss in pay.

10 **ARTICLE 23: TRAINING**

11 The Union and King County are committed to assessing training and professional
12 development as memorialized in the side letter between the parties attached hereto as Addendum B.

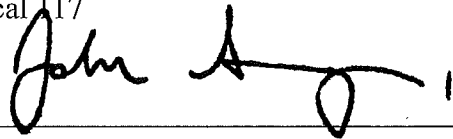
1 **ARTICLE 24: DURATION**

2 Pursuant to Master Labor Agreement MLA Art. 32.

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4 APPROVED this 13 day of MARCH, 2018.

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7 By: 
8 King County Executive

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11 International Brotherhood of Teamsters
12 Local 117

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14 John Searcy
15 Secretary-Treasurer

cba Code: 412

ADDENDUM A
International Brotherhood of Teamsters Local 117
Transit Administrator I, Interest Arbitration - DOT
Wages Effective January 1, 2018

Union Code: F10

Job Class Code	Peoplesoft Job Code	Classification Title	King County Squared Table Range	Steps*
2810100	281212	Administrator I (Transit Administrator I's)	50	2-4-6-8-10

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



King County

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ADDENDUM B

SENT VIA EMAIL ONLY

November 14, 2017

Ms. Karen Estevenin
Membership & Staff Development Coordinator
International Brotherhood of Teamsters Local 117
14675 Interurban Avenue South, Suite 307
Tukwila WA 98168-4652

RE: Transit Administrator 1's - Training and Professional Development

Dear Karen:

During negotiations with the Teamsters Local 117/Transit Administrator 1's, the bargaining unit emphasized the changing nature of their jobs. They noted that changes to technology and new job responsibilities have created a need for increased training. The Administrator 1's also discussed a desire for professional development opportunities.

The County recognizes the benefit of training and is working to improve access to training opportunities for employees. The County sees training opportunities as a way to encourage and motivate its employees and to improve their work performance. We know that the Union shares these interest and goals.

The Master Labor Agreement negotiation process is evaluating proposals on training and professional development that would impact all of the signatories to the Master Labor Agreement. However, the Transit Administrator 1's have identified a desire to identify the training and development needs of the Transit Administrator 1's, a topic that has never been discussed before in any detail.

In negotiations, King County and the Union have agreed to establish a Labor-Management Relations Committee that will serve as a vehicle to discuss issues that affect all Transit Administrator 1's. The parties have agreed to put training and professional development as their first topic and highest priority in the new LMRC. The parties will use the LMRC meeting to identify appropriate opportunities within the framework of what has been negotiated at the Master Labor Agreement on the subject of training and professional development.

Sincerely,

David Levin
Labor Relations Negotiator – Sr.

Kathy Crego
Metro General Manager's Office

DLvrf
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