

Memorandum of Agreement

By and Between

King County

and

Technical Employees Association

Representing Employees in Department of Transportation – Supervisors

Subject: Implementation of 2005-2007 Collective Bargaining Agreement, Classifications, and Personnel Guidelines

Background of Bargaining:

1. King County Metro (the "County") and the Technical Employees Association (the "Union" or "TEA") have reached an agreement on the terms of a successor collective bargaining agreement ("CBA"), which shall cover the terms of January 1, 2005 through December 31, 2007.
2. As part of their contract settlement, the parties have agreed to assign new wages to the employees' job classifications. These wages appear in Addendum A of the CBA.
3. The parties have negotiated particular rules associated with the implementation of these new wages. These rules are set forth in this Agreement.
4. The parties have also reached agreement on other issues as part of collective bargaining that are set forth in this Agreement.

Background of Wage Payments:

1. Although the CBA between the parties expired on December 31, 2004, the County continued to honor Article 17.6 of the expired CBA, which provided for step advances within one's former salary range.
2. This means that on January 1, 2005, 2006, and 2007, employees who had not yet reached the top of the salary ranges under the expired CBA advanced in salary by 2.5% until they reached the top of the salary range.
3. Because these step advances have already been received, they are not restated in the terms below.
4. Employees in the bargaining units have otherwise been paid on the 2004 salary ranges since the expiration of the CBA.

Agreement for Implementation of 2005 Wage Rates:

1. Top of salary ranges for 2005 are set forth in Addendum A of the CBA. These salaries shall be implemented according to the steps that follow in this section.

2. 2005 COLA: Employees' salaries as of January 1, 2005 (which include the 2005 step advancement and merit pay, if earned, of up to 5%) shall be increased by 2.19% or to the top of the 2005 salary range, whichever is lower.

3. Employees will then be placed at the closest step on the new range that is not a decrease.

4. Employees will then be advanced an additional step on the pay range or to the top of the range, whichever is lower.

5. Additional step increases for employees previously at the top of their ranges: Employees who were at the top of their salary range on January 1, 2005, shall receive an additional step increase within the 2005 salary range up to a maximum of the top of the range.

6. Continued eligibility for Merit Pay: If an employee was receiving Merit Pay in 2004, and the employee's new rate as calculated above is at or above the top of the 2005 range maximum, the employee will continue to receive Merit Pay in the percentage that was previously awarded.

7. COLA mitigation payments: If the rate of pay as derived above does not result in at least a 2.19% increase in 2005 for an employee, the employee shall receive a one-time lump sum payment that will ensure a total percentage payment of 2.19%.

Agreement for Implementation of 2006 Wage Rates:

1. 2006 wage ranges by step for each job classification are found on the 2006 squared table, which has been increased by approximately 4.66%.

2. 2006 COLA: Employees will be placed at the equivalent step on the new wage table that they were on in 2005.

3. COLA mitigation payments: If the rate of pay as derived above does not result in at least a 4.66% increase in 2006 for an employee, the employee shall receive a one-time lump sum payment that will ensure a total percentage payment of 4.66%.

Agreement for Implementation of 2007 Wage Rates:

1. 2007 wage ranges by step for each job classification are found on the 2007 squared table, which has been increased by approximately 2.00%.

2. 2007 COLA: Employees will be placed at the equivalent step on the new wage table that they were on in 2006.

3. COLA mitigation payments: If the rate of pay as derived above does not result in at least a 2% increase in 2007 for an employee, the employee shall receive a one-time lump sum payment that will ensure a total percentage payment of 2%.

Agreement Regarding Classifications:

TEA recognizes that the County has changed classification descriptions but TEA disagrees as to the County's right to do so. The parties agree that the remedy, if any, from Public Employment Relations Commission Unfair Labor Practice Case 20413-U-06-05198 shall be implemented.

Agreement Regarding Grandfathering of Engineers who do not have Professional Engineering Licenses:

1. On July 7, 2006, the County implemented new classification specifications for technical jobs by assigning employees in the jobs of Engineer, Project Control Engineer, Designer, and Construction Manager into new classifications, respectively, Transit Engineer, Transit Project Control Engineer, Transit Designer, and Transit Construction Manager.

2. The Transit Engineer classification specifications at levels 4, 5, and 6, have added a Professional Engineering license as a requirement of the job.

3. On July 7, 2006, the following current employees, none of whom possesses a Professional Engineering license, were assigned to Transit Engineer classifications: Bob Isler. This employee is hereinafter referred to as the "Grandfathered Employee."

4. For the Grandfathered Employee, the parties agree that the addition of the Professional Engineer license as a requirement of the Transit Engineer classification shall not be used to disqualify him from his current classification, nor from project management engineering jobs within the TEA/Transit bargaining unit for the purposes of layoff, demotion, or promotion.

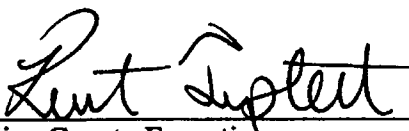
5. It is understood that for the purposes of promotion within the project management group, the Grandfathered Employee must compete against applicants who will be required to have Professional Engineering licenses.

Agreement Regarding 2005 Revisions to the King County Personnel Guidelines:

The Technical Employees Association agrees to accept the 2005 revisions to the King County Personnel Guidelines. However, the parties shall convene bargaining to negotiate exceptions, if any, to the 2005 revisions. Bargaining issues are limited to changes between 2000 and 2005 Personnel Guidelines. The bargaining process shall be completed in no more than four half-day sessions and in no event later than October 31, 2007. There shall be no extensions of this bargaining time unless the parties mutually agree to do so and there shall be no postponements of

bargaining sessions unless a bona fide emergency exists with one of the principals of the bargaining teams. At the conclusion of this bargaining process, the 2005 Personnel Guidelines shall immediately be implemented except for those issues which remain in dispute. These issues shall be presented to interest arbitration.

APPROVED this 10th day of October, 2007

By: 
for King County Executive


Roger Browne
President
Technical Employees Association