



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 23, 2017

Ordinance 18586

Proposed No. 2017-0355.1

Sponsors Dembowski

1 AN ORDINANCE approving and adopting the
2 memorandum of agreement regarding Supported
3 Employment Program negotiated by and between King
4 County and Amalgamated Transit Union, Local 587
5 (Department of Transportation - Transit) representing
6 employees in the department of transportation; and
7 establishing the effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

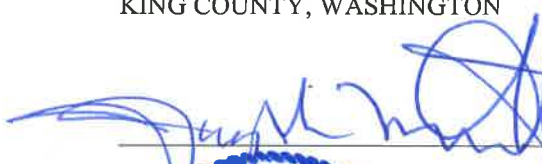
9 SECTION 1. The memorandum of agreement regarding Supported Employment
10 Program negotiated by and between King County and Amalgamated Transit Union, Local
11 587 (Department of Transportation - Transit) representing employees in the department
12 of transportation, which is Attachment A to this ordinance, is hereby approved and
13 adopted by this reference made a part hereof.

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 May 31, 2017, through and including October 31, 2019.
16

Ordinance 18586 was introduced on 9/25/2017 and passed by the Metropolitan King
County Council on 10/23/2017, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



J. Joseph McDermott, Chair

ATTEST:



Melani Pedroza, Clerk of the Council



RECEIVED
2017 OCT 26 PM 3:55
CLERK
KING COUNTY COUNCIL

APPROVED this 26 day of OCTOBER, 2017



Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement By and Between King County and Amalgamated Transit
Union Local 587 Subject Supported Employment Program - Document Code 4101U0717 Revised

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
AMALGAMATED TRANSIT UNION, LOCAL 587**

Subject: Supported Employment Program

Introduction:

King County (the County) desires to grow, strengthen and improve its Supported Employment Program (the Program). Amalgamated Transit Union, Local 587 (the Union) has agreed to cooperate with the County to achieve its goals so long as certain identified changes to current practices are made and the issues described below are addressed. This Memorandum of Agreement (MOA) sets forth the parties' agreement with respect to changes to this Program and safeguards.

Background:

1. King County created a supported employment program in 1990 in response to concerns about employment inequality for individuals with intellectual and developmental disabilities. King County Code 3.12.335 provides for paid, competitive employment opportunities for individuals with intellectual and developmental disabilities in integrated work settings.
2. Between 1996 and 2015, the number of supported employees working for King County steadily decreased. In 2015, the County Executive renewed the County's commitment to the Program and hired a Supported Employment Program Manager for the Human Resources Division (HRD) of the King County Department of Executive Services.
3. As a leader for workers' rights, abled and disabled, the Union encourages the implementation of an effective supported employment program. Its experience, however, over the past twenty-five years is that the program lacked structure, support and monitoring to navigate concerns related to performance, compliance, safety concerns and other issues that arose. It enters into this Agreement with the expectation that these issues are being fully recognized and addressed by the County.
4. The Program Manager has undertaken the task of auditing the current program and soliciting input with respect to needed improvements. On January 5, 2017, the Program Manager and other representatives of the County met with representatives of the Union for the purpose of exchanging concerns, ideas and goals.
5. The parties agree that it is in their best interests to develop a collaborative and supportive relationship in which they work together to achieve the common goal of developing and strengthening the Program and provide training, support and consultation for all employees to be successful. As part of this effort, the parties have discussed and will continue to discuss changes expected to improve and grow said Program. The parties agree that several key components are important to the success of this Program.

6. These components include, but are not limited to: classifications series that reflect varying degrees of required skill and challenge; the flexibility to transition employees from tasks requiring less skill and responsibility to those requiring more skill and responsibility at a pace tailored to the individual; the flexibility to move job duties and employees around the County as operational needs change, new duties are identified, and skills and experience increase; and the flexibility of the County to assign job duties to individuals based on both individual needs and abilities, as well as on operational needs. The parties recognize that flexibility is key to a successful Program. They also recognize that there is a collective bargaining agreement and practices that have grown out of that collective bargaining agreement, all of which must be honored and followed. Nothing herein shall be construed as permitting any deviation from the terms of the collective bargaining agreement and/or the practices that have developed thereunder.

Agreement:

1. An Assistant Utility Service Worker (Supported Employee Program Transit Worker) classification is added to Articles 18.1, R16.1, R20.1 and R23.1 of the King County ATU, Local 587 Collective Bargaining Agreement.

2. The rate of pay for the Assistant Utility Service Worker (SEP Transit Worker) classification shall be set as follows:

Step 1 (80%):	\$15.56/hour
Step 2 (85%):	\$16.53/hour
Step 3 (90%):	\$17.51/hour
Step 4 (95%):	\$18.48/hour
Step 5 (100%):	\$19.45/hour

3. Assistant Utility Service Workers' job duties may include tasks related to the cleanliness of Transit Vehicles, Non-Revenue Vehicles, Revenue Vehicles, Light Rail Vehicles, and Streetcars; the cleanliness of the interiors and exteriors of Transit buildings, shelters, facilities and other properties/equipment; tasks related non-inventory shop stock, tool stock, tool room, and cleanliness of those work areas; tasks relating to grounds keeping and landscaping; Transit facilities, equipment and providing support in the sign shop.

4. The assignment of a supported employee to the bargaining unit will not result in the loss of bargaining unit positions, modification of the process for selection of assignments, alteration of schedules, less overtime opportunities, or any other right provided by the collective bargaining agreement or practices developed thereunder.

5. By way of signature to this MOA, the parties agree to the accretion of this classification to the ATU, Local 587 collective bargaining agreement (CBA). Supported employees may be reclassified from current County classifications to the appropriate new classifications if HRD determines reclassification to be appropriate. If such reclassification occurs, the reclassified employees will suffer no loss in pay and no loss of seniority. Participation in SEP does not prohibit an employee from working in a nonsupported employment classification when the employee is able to perform all the essential functions of that classification as long as seniority rules are honored. The parties acknowledge there are currently some King County employees working under these circumstances.

6. Supported employees performing bargaining unit work will be covered by the terms of the applicable ATU, Local 587 CBA provisions. With respect to any CBA "bumping" rights under a Reduction in Force article, only those in supported employee classifications may bump others in supported employee classifications. Additionally, because the jobs are tailored to individuals' abilities and experience, the Program Manager and KC Human Resources Division Director or designee must review and approve any bumping decisions involving supported employees and notify the Union of the decision.

7. Supported employees will be represented by the Union and subject to all rules and regulations covering Union members such as agency fees and dues check off provisions of the CBA as well as behavioral policies applicable to all other members of the bargaining unit. Supported employees will have the same rights to the grievance and arbitration provisions in the CBA as enjoyed by other members of the bargaining unit. Supported employees will be subjected to and required to comply with the standards of conduct applicable to all other members of the collective bargaining unit to the same extent as those members.

8. This Agreement expires on October 31, 2019, with the collective bargaining agreement. If this Agreement is not renewed, there shall be no impact on the Employees who have been hired under the Program-their employment as Union-represented, career service employees in specific positions will not be changed. Between six months and one year of the start of this Agreement, the parties will meet to assess the Program. The parties will discuss any issues or concerns that have arisen since the start of the program and commit to working to resolve those issues, which may include modifications to this Agreement.

For Amalgamated Transit Union, Local 587:



Michael Shea
President

7/10/17

Date

For King County:



David Levin
Labor Relations Negotiator-Senior
Office of Labor Relations
King County Executive Office

07/13/2017

Date