

**Memorandum of Agreement – King County Total Compensation 2019-2020
for Appendix 63 of the Master Labor Agreement
International Brotherhood of Teamsters Local 117
Transit Design and Construction Supervisors - Department of Transportation, Interest
Arbitration
[153]**

Subject: Total Compensation Coalition Small Table Terms

This Agreement (Agreement) is entered into by and between King County (the County) and the International Brotherhood of Teamsters, Local 117 (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 appendix language, as modified by the attached Memorandum of Agreement (Subject: Withdrawal from Western Conference of Teamsters Pension Trust) 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.

For International Brotherhood of Teamsters Local 117:
John Scearcy, Secretary-Treasurer

For King County:
David Levin, Labor Relations Negotiator- Senior

Memorandum of Agreement – King County Total Compensation 2019-2020

for Appendix 63 of the Master Labor Agreement

International Brotherhood of Teamsters Local 117

DOT Design & Construction Supervisors

[153]

Subject: Withdrawal from Western Conference of Teamsters Pension Trust

1. Effective as soon as practicable upon ratification of this Agreement by the King County Council, and on the first day of a pay period, King County will cease making contributions to the Western Conference of Teamsters Pension Trust (WCTPT) on behalf of the employees in the Transit Design & Construction Supervisors' bargaining unit.
2. Effective as soon as practicable upon ratification of this Agreement by the King County Council, Article 18 of the Collective Bargaining Agreement is deleted. On this date, the salary reduction model that is authorized by Article 18 will cease.
3. It is estimated that the withdrawal liability for this bargaining unit is approximately \$24,000. The bargaining unit will be liable for the actual unfunded liability associated with its withdrawal. The \$24,000 will be paid as soon as practicable, following the ratification of this Agreement by the King County Council in equal amounts by the following current members of the bargaining unit: Jennifer Altschuler, Ronald Atherley, Michael Chargualaf, David Crippen, John Davis, Paul Eng, Michele Kaplan, Elizabeth Krenzel, Charles Reynolds, and Gregory Suko.
4. These ten employees are required to sign a promissory note that commits them to paying \$2,400 as well as their share of any amount that is assessed through the "true up" process described in paragraph 6 below. The notes will authorize the County to make payroll deductions as needed to collect these amounts owed to the County and to initiate collection actions if the employees fail to fulfill their obligations. These promissory notes must be signed by all ten employees as a condition of King County implementing the other terms of this Agreement. To pay the \$2,400, each employees may elect from one of the following two options:

- An employee may elect to make a lump sum payment of \$2,400 reflecting his/her portion of the \$24,000 by remitting a check to King County.
 - An employee may elect to have a \$3.00/hour payroll deduction until a total of \$2,400 has been collected. This payroll deduction will be after taxes and will continue until King County has collected a net \$2,400 from the employee.
5. It is understood by both Parties that upon the cessation of the language of Article 18, all wages (inclusive of the \$3.00/hr) shall be reported to DRS.
 6. When the final unfunded liability associated with this bargaining unit's withdrawal from the WCTPT is known, as reported by the WCTPT (estimated to be in 2020 or 2021), there shall be a "true up" in the event of an overcollection or undercollection.
 - If the \$24,000 that King County has collected is greater than the actual unfunded liability associated with this group's withdrawal, then King County will repay to the employees any overage. This amount will be paid equally to employees who participated in the payments described in Paragraph 4 above no later than sixty (60) days following the date that the County receives notice of such from the WCTPT.
 - If the \$24,000 that King County has collected is insufficient to cover the unfunded liability associated with this group's withdrawal, within sixty (60) days of receiving notice from the WCTPT, the Parties may reopen negotiations and make a good faith effort to reach an agreement to determine an acceptable approach to collecting this amount. If no such agreement is reached, King County will initiate collection actions on the promissory notes that were signed with the ten employees in paragraph 4, above.
 7. This agreement to cease this bargaining unit's participation in the WCTPT is broadly premised on the Parties' agreement that there shall be no cost borne by King County associated with this bargaining unit's withdrawal. In the event that any disputes arise concerning this Agreement or the withdrawal of this bargaining unit from the WCTPT, the Parties agree that any outcome should result in no cost being borne by King County.