

AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES ASSOCIATION

16069

Department of Natural Resources and Parks - Supervisors

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- Take responsible risks,
- Behave the way we say we do,
- Give and get reliable business information,
- Work to improve our technical excellence and teamwork,
- Foster a labor/management partnership based on shared interests,
- Collaborate in building an ongoing labor/management relationship based on open communications, mutual trust, and respect, and
- Enjoy challenges, work, and humor.

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**AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES ASSOCIATION
Department of Natural Resources & Parks - Staff and Supervisors**

These Articles constitute an Agreement between King County and the Technical Employees Association, comprised of all employees in the Supervisory unit.

The Supervisory unit is comprised of all supervisory employees in the Asset Management Section, Major Capital Improvement Section, and Planning and Compliance Sections of the Wastewater Division of the Department of Natural Resources and Parks (DNRP), excluding rank and file employees, managers, confidential employees, student interns, employees in the Industrial Waste unit of the Planning and Compliance Section (represented by WSCCCE Local 1652R), and all other employees of the Employer.

1 **ARTICLE 1: PURPOSE**

2 **1.1 Purpose.** The purpose of this Agreement is to set forth in writing the negotiated wages,
3 hours and working conditions for those employees who are covered by this Agreement.

4 **1.2 Maintenance of Working Conditions.** The County recognizes its obligation to
5 negotiate wages, hours and working conditions with TEA.

6 **1.3 Application of Personnel Guidelines.** As set forth in this section, the 2005 King County
7 Personnel Guidelines shall apply to members of this bargaining unit where this Agreement is silent or
8 ambiguous. The 2005 Personnel Guidelines (except those identified in Appendix B to have no
9 application) shall replace any pre-existing practice between the parties, provided that nothing in those
10 Guidelines will be interpreted or applied to circumvent the parties' collective bargaining obligations.
11 However, should any genuine established practice arise subsequent to the date upon which this
12 Agreement takes effect, and such practice conflicts with the terms of the 2005 Personnel Guidelines
13 (and it pertains to a matter on which the Agreement is either silent or ambiguous), then the practice
14 shall govern. Should the Guidelines be invoked to interpret the contract, the arbitrator reserves the
15 right to determine what weight should be given along side those other interpretive factors that an
16 arbitrator might conclude appropriate.

17 Except as expressly noted, definitions in the Personnel Guidelines shall apply to the
18 interpretation of the Personnel Guidelines only.

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1 **ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

2 **2.1 Recognition.** The County recognizes the Association as the exclusive bargaining
3 representative of all employees in two separate bargaining units in the Asset Management Section,
4 Major Capital Improvements Section, and Planning and Compliance Sections of the Wastewater
5 Division of the Department of Natural Resources and Parks (DNRP), excluding, managers,
6 confidential employees, student interns, employees in the Industrial Waste unit of the Planning and
7 Compliance Section (represented by WSCCCE Local 1652R), and all other employees of the
8 employer. The two separate bargaining units recognized above include: 1) One bargaining unit
9 consisting of all employees excluding supervisors and 2) Another bargaining unit consisting of all
10 supervisors. The terms of this agreement shall not apply to employees in the staff unit of TEA
11 Wastewater Treatment Division.

12 **2.2 Association Membership.** All employees covered by this Agreement shall, as a
13 condition of continued employment, within thirty days after TEA's signing this Agreement, either (1)
14 pay TEA the regular initiation fee and regular monthly dues uniformly required of members, or (2)
15 pay an amount established by TEA as Agency Fees not to exceed regular dues and fees uniformly
16 required of members. All regular, term-limited temporary and temporary employees covered under
17 this Agreement who are hired on or after TEA's signing of the Agreement shall, as a condition of
18 continued employment, within thirty days following the starting date of their employment, either (1)
19 pay TEA the regular initiation fee and regular monthly dues uniformly required of members, or (2)
20 pay an amount established by TEA as Agency Fees not to exceed regular dues and fees uniformly
21 required of members.

22 Failure by an employee to satisfy the above paragraph of this section shall constitute just
23 cause for dismissal provided TEA notifies the County and the affected employee of its intent to seek
24 dismissal of the affected employee within thirty (30) days of making a request for dismissal. At the
25 expiration of thirty days notice, TEA may request dismissal in writing. Discharge must occur within
26 thirty (30) days of such request.

27 **2.3 Religious Exemption.** If an employee can substantiate, in accordance with existing law,
28 bona fide religious beliefs or tenets which prohibit the employee from paying dues or otherwise

1 contributing to a labor organization, such employee shall notify the County and TEA of his or her
2 objection to membership in TEA, and shall pay an amount equivalent to regular union dues and
3 initiation fees to a non-religious charitable organization mutually agreed upon by the employee
4 affected and TEA. If the employee and TEA do not reach agreement on such matter, the Public
5 Employees Relations Commission shall designate the charitable organization.

6 **2.4 Dues Deduction Procedure.** The County shall deduct regular monthly dues and
7 initiation fees from the employee's paycheck when authorized in writing by the employee. The
8 deductions will be transferred to TEA monthly. TEA shall refund any amounts paid to it in error
9 upon presentation of proper evidence thereof. TEA will indemnify, defend, and hold the County
10 harmless against any claims made and any suit instituted against the County on account of the
11 application of any provision of this article as it relates to the collection of TEA dues and assessments.
12 The County shall notify TEA of changes in employment status on a monthly basis.

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force are vested exclusively in
3 the County, except as may be limited by the express written terms of this Agreement. The County
4 shall bargain with the Technical Employees Association the decision and the impacts of any
5 organizational changes to the extent required by law.

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1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2 **4.1 Waiver.**

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

6 B. The parties acknowledge that during the negotiations which resulted in this
7 Agreement, each had the unlimited right and opportunity to make demands and proposals with
8 respect to any subject or matter appropriate for collective bargaining, and that the understanding and
9 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
10 Agreement. Therefore, the County and TEA, for the life of this Agreement, each voluntarily and
11 unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain
12 collectively with respect to any subject or matter, even though such subjects or matters may not have
13 been within the knowledge of contemplation of either or both of the parties at the time that they
14 negotiated or signed this Agreement.

15 **4.2 Modification.** Should the parties agree to amend or supplement the terms of this
16 Agreement, such amendments or supplements shall be in writing. No binding agreements, including
17 but not limited to memorandums of understanding, side letters, etc., involving the day-to-day
18 administration of the collective bargaining agreement or the bargaining relationships will be entered
19 into with the bargaining representative without the authorization of the King County Labor Relations
20 Manager or his/her designee.

1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **5.1 Personnel Files.**

3 A. The employee and/or an Association representative may examine the employee's
4 personnel files if the employee so authorizes in writing. Material placed into the employee's files
5 relating to job performance or personal character shall be provided to the employee prior to placement
6 in the file. The employee may challenge the propriety of including it in the files. If, after discussion,
7 the County retains the material in the file, the employee shall have the right to insert contrary
8 documentation into the file.

9 B. Unauthorized persons shall not have access to employee files or other personal data
10 relating to the employee. The Department Director/designee will determine staff authorized for
11 access to personnel files maintained in the Department of Natural Resources and Parks. This does not
12 limit the Union's statutory right to request information pursuant to its statutory right to request
13 collective bargaining information. All persons with the exception of WTD, King County Labor
14 Relations personnel, Department of Executive Services, and Prosecuting Attorney staff shall record
15 access to employee files.

16 C. The only personnel files will be the Department personnel file and the Section
17 personnel file. Additionally, supervisors may keep a "working file" which may be used for the
18 purpose of developing an annual evaluation. Such materials will be purged from this working file
19 when the evaluation is finalized. Notes taken for such purposes may be added to the personnel file.

20 D. Written warnings and/or reprimands shall remain in the employee's personnel file
21 for a maximum of three (3) years except where there is a reoccurrence of a similar nature.
22 Suspensions or demotions may be removed from the employee's personnel file after five (5) years
23 upon request of the employee and approval of the Division Director.

24 **5.2 Right to Representation.** An employee, at his/her request, has a right to Union
25 representation at any meeting which s/he reasonably believes may lead to disciplinary action against
26 the employee. If the employee requests TEA representation in such a matter, the employee will be
27 provided with reasonable time to arrange for TEA representation. The parties acknowledge that in
28 certain instances a reasonable time may be as little as the same day.

1 **5.3 Seniority List.**

2 The County will supply the Union with a seniority list twice a year upon written request.
3 Requests are to be directed to the Wastewater Treatment Division's Human Resources Manager. The
4 list will include each TEA employee's name, job classification number, classification title, section,
5 and seniority data.

6 Seniority for all purposes of this Contract shall be calculated as a person's continuous length
7 of service in a Wastewater bargaining unit represented by TEA from April 13, 2001. Employees with
8 the same WTD TEA seniority shall be subject to a tiebreaker, which shall be the employee's King
9 County/Metro adjusted service date. The "adjusted service date" means the most recent date of hire
10 into a regular position, as backdated for any prior eligible service that ended no more than two years
11 before reemployment and is adjusted (postdated) for unpaid leaves of absence, including unpaid family
12 leave, that exceed thirty (30) calendar days. In this context, eligible service means employment in a
13 regular position; however, if an employee moves from a term-limited temporary position into a regular
14 position with no break in service, employment in the term-limited temporary position will be included
15 when establishing the adjusted service date. Breaks in the continuous length of service shall be
16 calculated in the same manner as the adjusted service date. Seniority will be posted in years, months
17 and days.

18 **5.4 Supervision and Evaluations.** Employees will be supervised and evaluated by the
19 supervisor of the work group responsible for establishing the performance expectations, deliverables,
20 and assignments for the majority of the employee's workload.

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1 **ARTICLE 6: HOLIDAYS**

2 **6.1 Celebrated Holidays.**

3 A. All full-time regular, part-time regular, provisional, probationary and term-limited
4 temporary employees shall receive the following holidays with pay:

5

Holiday	Date Celebrated
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th
Two (2) Personal Holidays	

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21 Also to be included are any special or limited holidays as declared by the President of the
22 United States or Governor and as approved by the State of Washington, and as approved by the
23 Council. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a
24 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday, except as
25 covered herein.

26 B. To receive holiday pay, an eligible employee must be in pay status their regularly
27 scheduled workday before and their regularly scheduled workday after the holiday. However, an
28 employee who has successfully completed at least five (5) years of County service and who retires at

1 the end of the month in which the last regularly scheduled working day is observed as a holiday, shall
2 be eligible for holiday pay if the employee is in a pay status the day before the day observed as a
3 holiday. Pay status for purposes of this Article shall be defined as any day or part thereof in which
4 the employee receives compensation from the County.

5 **6.2 Personal Holidays.** All full-time regular, part-time regular, provisional, probationary
6 and term-limited temporary employees shall receive two (2) personal holidays (as shown in 6.1) to be
7 administered through the vacation plan. One (1) day shall be accrued on the first of October and one
8 (1) day shall be accrued on the first of November of each year. The hours granted to less than full-
9 time employees will be prorated to reflect a ratio equivalent to the hours they are normally scheduled
10 to work in the workweek compared to a forty (40) hour workweek. These days may be used in the
11 same manner as any vacation day earned. To receive the personal holiday an eligible employee must
12 be in pay status their regularly scheduled workday before and their regularly scheduled workday after
13 the first working day of October and/or November.

14 **6.3 Holiday Compensation.**

15 **A.** Non-exempt full-time employees who are eligible for holiday pay shall receive up
16 to eight (8) hours of holiday pay at their regular, straight-time hourly rate, or shall at their option
17 receive a substitute holiday for each holiday listed in 6.1 above. Use of the substitute holiday must be
18 scheduled with five (5) days notice within thirty (30) days of the original holiday. In addition to the
19 above, if the Non-exempt full-time employee is assigned to work on a holiday s/he shall be
20 compensated for all hours worked on the observed holiday at one and one-half times (1-1/2) the
21 regular rate of pay. Non-exempt employees on a schedule that exceeds eight (8) hours in a day (or
22 prorated for part-time) shall make up the difference between the holiday benefit and scheduled hours
23 from vacation, compensatory time, if available, or unpaid leave or, they may revert to a regular five-
24 day schedule during the holiday week per King County AEP 18-1.

25 **B.** Non-exempt part-time employees who are eligible for holiday pay shall receive up
26 to eight (8) hours of holiday pay at their regular, straight-time hourly rate. The hours granted to less
27 than full-time employees will be prorated to reflect a ratio equivalent to the hours they are normally
28 scheduled to work in the workweek compared to a forty (40) hour workweek. Non-exempt part-time

1 employees on an alternative work schedule that exceeds their prorated holiday hours shall make up
2 the difference between the holiday benefit and scheduled hours with vacation, compensatory time or
3 unpaid leave, or, they may revert to a prorated five-day schedule. In addition to the above, if the Non-
4 exempt part-time employee is assigned to work on a holiday s/he shall be compensated for all hours
5 worked on the observed holiday at one and one-half times (1-1/2) the regular rate of pay.

6 C. Exempt employees who are eligible for holiday pay shall at their option receive a
7 substitute holiday for each holiday listed in 6.1 above. Use of the substitute holiday must be
8 scheduled with five (5) days notice within thirty (30) days of the original holiday. FLSA Exempt
9 employees are required to work the hours needed to perform their duties and will receive their normal
10 rate of pay for the workweek regardless of whether or not they work on a holiday, and regardless of
11 whether they are on a standard or alternative work schedule.

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1 **ARTICLE 7: VACATIONS**

2 **7.1 Vacation Leave Accrual Schedule.** Full-time regular, part-time regular, provisional,
3 probationary and term-limited temporary employees shall be eligible for vacation leave benefits as
4 described in the following table except in those instances expressly stated in this Article as an
5 exception:

6

7 Full Years of Service Equivalent	Pro-Rated days (8 hours/day)
8 Upon hire through end of Year 5	12 days
9 Upon beginning of Year 6	15 days
10 Upon beginning of Year 9	16 days
11 Upon beginning of Year 11	20 days
12 Upon beginning of Year 17	21 days
13 Upon beginning of Year 18	22 days
14 Upon beginning of Year 19	23 days
15 Upon beginning of Year 20	24 days
16 Upon beginning of Year 21	25 days
17 Upon beginning of Year 22	26 days
18 Upon beginning of Year 23	27 days
19 Upon beginning of Year 24	28 days
20 Upon beginning of Year 25	29 days
21 Upon beginning of Year 26 and 22 beyond	30 days

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24 **7.2 Part-time Employees.** Benefits eligible employees who work a part-time schedule shall
25 accrue vacation leave in accordance with the leave schedule set forth in 7.1; provided, however, such
26 accrual rates shall be prorated to reflect his/her regular scheduled work week as outlined in Article 10.

27 **7.3 Vacation Accrual.**

28 **A.** Benefits eligible employees shall accrue vacation leave from their date of hire in a

1 leave eligible position. Benefit eligible employees who work less than a full-time schedule shall
2 receive a pro-rated leave to reflect his/her regular scheduled workweek. Such employees may accrue
3 up to sixty days (60) vacation prorated to reflect the percentage of full-time the employee is scheduled
4 to work.

5 **B.** Employees shall use vacation leave beyond the maximum accrual amount prior to
6 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
7 result in forfeiture of the vacation leave beyond the maximum amount unless the manager/designee
8 has pre-approved a carryover of such vacation leave because of cyclical workloads, work assignments
9 or other reasons as may be in the best interests of the County. The employee must submit a request
10 for excess vacation carryover to the employee's appointing authority by November 30 of each year.
11 Approval must be granted from the department and the Human Resources Division of the Department
12 of Executive Services. All carry-over hours must be used by March 1st of the following year.

13 **7.4 Vacation Eligibility.** Employees eligible for vacation leave shall not be eligible to take
14 or be paid for vacation leave until they have successfully completed their first six (6) months of
15 County service in a leave eligible position, and if they leave County employment prior to successfully
16 completing their first six (6) months of County service, shall forfeit and not be paid for accrued
17 vacation leave. Vacation may not be used until earned. Vacation leave must be pre-approved.

18 **7.5 Vacation Schedules.** The manager/designee will be responsible for scheduling vacation
19 of employees in such a manner as to achieve the greatest vacation opportunity for the employees
20 while maintaining the efficient functioning of the work unit. No employee shall work for
21 compensation for the County in any capacity during the time that the employee is on vacation.

22 **7.6 Vacation rate on Return.** If a regular career service employee eligible for vacation leave
23 resigns from County employment in good standing or is laid off and subsequently returns to County
24 employment within two (2) years from such resignation or layoff, as applicable, the employee's prior
25 County service shall be counted in determining the vacation leave accrual rate under 7.1.

26 **7.7 Vacation Use.** Employees who are FLSA overtime eligible may use vacation in half-
27 hour (1/2) increments. FLSA-exempt employees may use vacation in increments of not less than one
28 (1) day.

1 FLSA-exempt employees who take a day of vacation shall use vacation hours equal to the
2 scheduled hours for that day. For example, an FLSA-exempt employee who works a regular schedule
3 of nine hours per day Monday through Thursday, and eight hours on Friday, shall use nine hours of
4 vacation when taking a full day's vacation on a Monday through Thursday, and eight hours of
5 vacation when taking a full day's vacation on a Friday.

6 **7.8 Limited Use on Probation.** Employees who are in a probationary period as a result of
7 promotion shall be entitled to use vacation time accrued in their prior position while they are on a
8 probationary status in their new position subject to the approval of the manager/designee.

9 **7.9 Vacation Payout.** Employees shall be paid for accrued vacation leave to their date of
10 separation up to the maximum accrual amount if they have successfully completed their first six (6)
11 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall
12 be the accrued vacation leave hours multiplied by the employee's rate of pay in effect upon the date
13 of leaving County employment less mandatory withholdings. If employees leave prior to successful
14 completion of the first six (6) months of County service, they shall forfeit and not be paid for accrued
15 vacation leave.

16 **7.10 Payout on Separation due to Death.** In cases of separation from County employment
17 by death of an employee with accrued vacation leave and who has successfully completed his/her first
18 six (6) months of County service in a paid leave eligible position, payment of unused vacation leave
19 up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as
20 provided for by state law, RCW Title 11.

1 **ARTICLE 8: SICK LEAVE**

2 **8.1 Sick Leave accruals.** Full-time regular, part-time regular, provisional, probationary and
3 term-limited temporary employees will accrue sick leave benefits at the rate of 0.04616 hours for each
4 hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. Except, that
5 sick leave will not begin to accrue until the first of the month following the month in which the
6 employee commenced employment. The employee is not entitled to sick leave if not previously earned.

7 **8.2 Vacation as an extension of Sick Leave.** During the first six (6) months of service in a
8 paid leave eligible position, benefits eligible employees may, at the manager/designee's discretion, use
9 any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six
10 (6) months in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed
11 to the County upon termination.

12 **8.3 Sick Leave Use.** Fair Labor Standards Act non-exempt employees may use sick leave in
13 one half (1/2) hour increments at the discretion of their immediate supervisor. FLSA-exempt employees
14 use sick leave for absences of one full workday.

15 FLSA-exempt employees who take a day of sick leave shall use sick leave hours
16 corresponding to the scheduled hours for that day. For example, an FLSA-exempt employee who
17 works a regular schedule of nine hours per day Monday through Thursday, and eight hours on Friday,
18 shall use nine hours of sick leave when taking a full day of sick leave on a Monday through Thursday,
19 and eight hours of sick leave when taking a full day of sick leave on a Friday.

20 **8.4 Unlimited Accrual.** There will be no limit to the hours of sick leave benefits accrued by
21 paid leave eligible employee.

22 **8.5 Restoration following Separation.** Separation from employment except by reason of
23 retirement, layoff, or non-disciplinary medical reasons, will cancel all sick leave accrued to the paid
24 leave eligible employee as of the date of separation. Should a regular career service employee resign in
25 good standing, be laid off or separated for non-disciplinary medical reasons and return to County
26 employment within two (2) years, his/her accrued sick leave will be restored.

27 **8.6 Use of Vacation Leave as Sick Leave.** An employee who has exhausted all of his/her
28 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved

1 by his/her manager/designee, or in accordance with state or federal law.

2 **8.7 Use of Sick Leave.** Accrued sick leave will be used for the following reasons:

3 A. The employee's bona fide illness; provided, that an employee who suffers an
4 occupational illness may not simultaneously collect sick leave and worker's compensation payments
5 in a total amount greater than the net regular pay of the employee;

6 B. The employee's incapacitating injury, provided that:

7 1. An employee injured on the job may not simultaneously collect sick leave
8 and worker's compensation payments in a total amount greater than the net regular pay of the
9 employee. An employee who does not augment his/her worker's compensation time loss pay through
10 the use of sick leave will be deemed on unpaid leave status;

11 2. An employee who does not choose to supplement workers compensation
12 payments with the use of accrued sick leave shall notify the safety and workers' compensation
13 program office in writing at the beginning of the leave. Absent such notification, sick leave will
14 automatically be used to supplement such payments except where prohibited by this Article.

15 3. An employee may not collect sick leave and worker's compensation time
16 loss payments for physical incapacity due to any injury or occupational illness that is directly
17 traceable to employment other than with the County.

18 C. Exposure to contagious diseases and resulting quarantine.

19 D. A female employee's temporary disability caused by or contributed to by
20 pregnancy and childbirth.

21 E. The employee's medical, ocular or dental appointments provided that the
22 employee's manager/designee has approved the scheduling of sick leave for such appointments.

23 F. To care for family members, if:

24 1. the employee has been employed by the County for twelve (12) months or
25 more and has actually worked a minimum of 910 hours (35 hour workweek) or 1040 hours (40 hour
26 workweek) in the preceding twelve (12) months;

27 2. the family member is the employee's spouse or domestic partner, the
28 employee's son or daughter, a son or daughter of the employee's spouse or domestic partner, the

1 parent of the employee, employee's spouse or domestic partner or an individual who stands or stood
2 in loco parentis to the employee, the employee's spouse or domestic partner; and

3 3. the reason for the leave is one of the following:

4 a. the birth of a son or daughter and care of the newborn child, or
5 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
6 within twelve months of the birth, adoption or placement; or

7 b. care of a family member who has a serious health condition.

8 **8.8 Sick Child Benefit Program.** The County agrees to provide employees with a mildly
9 sick child childcare service for eligible dependent children. The service is provided at no cost to
10 employees as long as they are pre-registered in the program. The terms of the service are specified
11 under the County's contract with Virginia Mason Medical Center's Tender Loving Care (TLC)
12 program.

13 **8.9 Pay upon Separation.** A paid leave eligible employee who has successfully completed at
14 least five (5) years of County service and who retires as a result of length of service or who separates by
15 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount
16 equal to thirty-five percent (35%) of his/her unused, accumulated sick leave hours multiplied by the
17 employee's rate of pay in effect upon the date of leaving County employment, less mandatory
18 withholdings.

19 **8.10 Federal and State Law.** Should the provisions of any federal or state law provide
20 minimal rights or benefits in excess of the benefits provided by the King County Code or by this
21 Agreement, the federal or state laws shall be preeminent.

1 **ARTICLE 9: LEAVE DONATIONS AND GENERAL LEAVES**

2 9.1 Full-time regular, part-time regular, provisional, probationary and term-limited temporary
3 employees shall receive the leave benefits provided in this Article.

4 9.2 **Donation of Leaves.** Donation of vacation leave hours and donation of sick leave hours
5 shall be as provided herein. However, should King County formally change its policies regarding
6 donation of sick and/or vacation leave, the parties agree that either party may open this contract
7 within 60 days for the purpose of negotiation over these subjects.

8 **A. Vacation leave hours:**

9 1. **Approval Required.** An employee eligible for paid leave may donate a
10 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such
11 donation will occur upon written request to and approval of the donating and receiving employee's
12 department director(s)/designee, except that requests for vacation donation made for the purposes of
13 supplementing the sick leave benefits of the receiving employee will not be denied unless approval
14 would result in a departmental hardship for the receiving department.

15 2. **Limitations.** The number of hours donated will not exceed the donor's
16 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
17 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
18 accrual.

19 3. **Return of Unused Donations.** Donated vacation leave hours must be used
20 within ninety (90) calendar days following the date of donation. Donated hours not used within
21 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
22 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
23 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

24 **B. Sick leave hours:**

25 1. **Written Notice Required.** An employee eligible for paid leave may donate
26 a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written
27 notice to the donating and receiving employee's department director(s).

28 2. **Minimum Leave Balance Required (Donor).** No donation will be .

1 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
2 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)
3 hours of his/her accrued sick leave in a calendar year.

4 **3. Return of Unused Donations.** Donated sick leave hours must be used
5 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death
6 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
7 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
8 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
9 accrued sick leave hours.

10 **4. No Solicitation.** All donations of vacation and sick leave made under this
11 Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving
12 monetary or any other compensation or benefits in exchange for donating vacation or sick leave
13 hours.

14 **5. Conversion Rate.** All vacation and sick leave hours donated will be
15 converted to a dollar value based on the donor's regular hourly rate at the time of donation. Such
16 dollar value will then be divided by the receiving employee's regular hourly rate to determine the
17 actual number of hours received. Unused donated vacation and sick leave will be reconverted based
18 on the donor's straight time hourly rate at the time of re-conversion.

19 **9.3 Leave - Organ Donors.** The manager/designee shall allow all employees eligible for paid
20 leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such
21 as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five
22 (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

23 **A.** The employee gives the manager/designee reasonable advance notice of the need to
24 take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where
25 there is reasonable expectation that the employee's failure to donate may result in serious illness,
26 injury, pain or the eventual death of the identified recipient.

27 **B.** The employee provides written proof from an accredited medical institution,
28 organization or individual as to the need for the employee to donate bone marrow, a kidney, or other

1 organs or tissue or to participate in any other medial procedure where the participation of the donor is
2 unique or critical to a successful outcome.

3 Time off from work for the purpose set out above in excess of five (5) working days will be
4 subject to the terms of this Agreement.

5 **9.4 Leave of Absence without Pay.** If a leave of absence is taken in conjunction with a
6 workers' compensation claim, no authorization for the leave is required. All other leaves of absence
7 without pay are administered as follows:

8 A. An employee eligible for leave benefits may take a leave of absence without pay
9 for less than 30 days if authorized in writing by the employee's appointing authority. Leaves of
10 absence without pay taken for medical or family reasons are also governed by Section 9.10 of this
11 Article.

12 B. An employee eligible for leave benefits may take a leave of absence without pay
13 for more than 30 calendar days if authorized in writing by the employee's appointing authority and
14 the Director. Leaves of absence without pay taken for medical or family reasons are also governed by
15 Section 9.10 of this Article.

16 C. Leaves of absence without pay will be for periods not to exceed one year.
17 However, the Human Resources Division Director may, in special circumstances, grant an extension
18 beyond one year.

19 D. An employee who is on a leave of absence without pay will not accrue vacation or
20 sick leave. An employee who is on a leave of absence without pay in excess of 30 days will not
21 accrue seniority while on leave. In addition, leaves of absence in excess of 30 days, except for family
22 or medical leave (Section 9.10), or military leave (Section 9.5) will result in the loss of paid health
23 and other insured benefits.

24 E. If a leave of absence without pay was granted to an employee for the purpose of
25 recovering health, the appointing authority will require the employee to submit a physician's
26 statement concerning the employee's ability to resume duties before allowing the employee to return
27 to work.

28 F. An employee who is on a leave of absence without pay may return from the leave

1 before its expiration date if the employee provides the appointing authority with a written request to
2 that effect at least fifteen (15) days before resuming duties.

3 **G.** Failure to return to work by the expiration date of a leave of absence may be cause
4 for removal and result in termination of the employee from County service.

5 **H.** A leave of absence without pay may be revoked by the appointing authority if the
6 appointing authority learns that the leave of absence was requested and granted under false pretenses,
7 or that the need for such leave of absence has ceased to exist.

8 **I.** When a leave of absence without pay is used in conjunction with paid leave time,
9 the paid leave time must be used first.

10 **J.** Employees who wish to complete educational programs may request a leave of
11 absence without pay for this purpose.

12 **9.5 Military Leave of Absence.** An employee who is a member of the Washington National
13 Guard or any organized reserve of the Armed Forces of the United States who is ordered to be on
14 active training duty shall be allowed military leave in accordance with state and federal law. In
15 accordance with state law, such employees who are ordered to be on active training duty shall be
16 allowed up to fifteen (15) work days of paid military leave per year (October 1st - September 30th).
17 The employee must present orders for active duty or training duty to his or her Section Manager prior
18 to taking leave. The employee may receive military leave for weekend reservist duty.

19 **9.6 Military Pay & Benefits Continuation.** If an employee is called to involuntary active
20 duty, she/he may be eligible for health benefit continuation and pay supplementation in accordance
21 with County policy at the time the individual is called to active duty.

22 **9.7 Jury Duty.** If an employee eligible for leave is called for jury duty, then the employee
23 will be entitled to regular pay for all workdays that the employee misses due to jury duty. The
24 employee should deposit his or her jury duty fees, excluding mileage, with the Finance and Business
25 Operations Division of the Department of Executive Services. Employees must contact their
26 supervisor when dismissed from jury duty during regularly scheduled working hours and may be
27 required to report back to work.

28 **9.8 School Volunteer Leave.** An employee may use up to three (3) days of sick leave per

1 year for volunteering at the employee's children's school. The employee must obtain approval in
2 advance from the employee's appointing authority.

3 **9.9 Bereavement Leave.** All employees eligible for leave benefits are entitled to three (3)
4 paid days per year of bereavement leave due to the death of an immediate family member. For
5 purposes of this section, "immediate family" is defined as follows:

6 Children; children of spouse or domestic partner; parents; parents of spouse or domestic
7 partner; siblings; siblings of spouse or domestic partner; grandchildren; grandchildren of spouse or
8 domestic partner; grandparents; grandparents of spouse or domestic partner; spouse or domestic
9 partner.

10 Holidays designated pursuant to the County Code, or regular days off falling within the
11 prescribed period of absence will not be charged against bereavement pay entitlement.

12 Employees who have exhausted their bereavement leave shall be entitled to use sick leave in
13 the amount of three days for each instance of death when death occurs to a member of the employee's
14 immediate family.

15 In the cases of family death where no sick leave benefit is authorized or exists, an employee
16 may be granted leave without pay.

17 **9.10 King County Family and Medical Leave (KCFML).**

18 A. KCFML may be taken for an employee's own serious health condition; to care for
19 a family member (defined as the employee's spouse or domestic partner, the employee's son or
20 daughter, a son or daughter of the employee's spouse or domestic partner, the parent of the employee,
21 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
22 employee, the employee's spouse or domestic partner) who has a serious health condition; or for the
23 birth and care of a newborn or newly adopted child or placement of a foster child.

24 B. To be eligible for KCFML to care for a family member other than the employee's
25 child, an employee must have been employed by the County for twelve (12) months at any time or
26 more and worked a minimum of 910 hours (35 hour employee) or 1040 hours (40 hour employee) in
27 the preceding twelve (12) months (paid leaves such as holiday, vacation and sick leave are not
28 considered hours worked).

1 C. An employee may take a total of up to eighteen (18) work weeks unpaid leave for
2 his or her own serious health condition and for family medical reasons, combined, within a rolling
3 twelve-month period. The leave may be continuous, which is consecutive days or weeks, or
4 intermittent, which is taken in whole or partial days as needed.

5 1. For purposes of this benefit, a rolling twelve-month period is measured
6 backward from the date an employee uses any of his or her eighteen (18) week KCFML entitlement.
7 For instance, each time an employee takes family and medical leave the remaining entitlement would
8 be any balance of the eighteen (18) weeks which have not been used during the immediately
9 preceding twelve (12) months. For example, if an employee has taken eight (8) weeks of leave during
10 the past twelve (12) months, an additional ten (10) weeks could be taken. If an employee used four
11 (4) weeks beginning February 1, 2002, six (6) weeks beginning June 1, 2002, and eight (8) weeks
12 beginning December 1, 2002, the employee would not be entitled to any additional leave until
13 February 1, 2003. However, beginning on February 1, 2003, the employee would be entitled to four
14 (4) weeks of leave, on June 1, the employee would be entitled to an additional six (6) weeks, etc.

15 2. If the leave is taken for birth or adoption of a child, or placement of a foster
16 child, and both parents are employed by King County, the aggregate total taken by both employees
17 shall be eighteen (18) weeks.

18 D. Intermittent leave is subject to the following conditions:

19 1. When leave is taken after the birth or placement of a child for adoption or
20 foster care, an employee may take leave intermittently or on a reduced leave schedule only if
21 authorized by the employee's appointing authority.

22 2. An employee may take leave intermittently or on a reduced leave schedule
23 when medically necessary due to a serious health condition of the employee or a family member of
24 the employee; and

25 3. If an employee requests intermittent leave or leave on a reduced leave
26 schedule that is foreseeable based on planned medical treatment, the appointing authority may require
27 the employee to transfer temporarily to an available alternative position for which the employee is
28 qualified and that has equivalent pay and benefits and that better accommodates recurring periods of

1 leave than the regular position of the employee.

2 E. Prior to using family or medical leave, any accrued compensatory time must be
3 exhausted. The employee may choose to either use it as time off or receive a lump sum cashout.

4 F. The County shall continue its contribution toward health care benefits (medical,
5 dental, vision) during any unpaid leave taken as KCFML. An employee may elect to self pay for
6 other insured benefits.

7 G. An employee who returns from KCFML within the time provided in this section is
8 entitled, subject to bona fide layoff provisions, to:

- 9 1. The same position he or she held when the leave commenced; or
10 2. A position with equivalent status, benefits, pay and other terms and
11 conditions of employment; and
12 3. The same seniority accrued before the date on which the leave commenced.

13 H. Failure to return to work by the expiration date of a leave of absence may be cause
14 for removal and result in termination of the employee from County service.

15 I. Use of accrued leave in conjunction with a family or medical leave shall be as
16 provided in the County's Personnel Guidelines.

17 J. For purposes of this section, donated leave shall be considered unpaid leave and
18 shall run after the use of accrued sick leave, and concurrently with the eighteen (18) work week
19 family and medical leave entitlement. To the extent possible, donated leave must be used prior to
20 going to a non-pay status. Further, use of donated leave after the eighteen (18) week entitlement has
21 been exhausted will not extend the job protection rights described herein.

22 9.11 To the extent that the Washington State Family Care Act provides a greater benefit than
23 the provisions of this Agreement, the Washington State law will apply.

24 9.12 Employees covered by this Agreement who are employed in a bona fide executive,
25 administrative or professional capacity and are in turn exempt from overtime payments under the
26 Federal Fair Labor Standards Act will be eligible for up to ten (10) days of Executive Leave per year
27 pursuant to County policy and are expected to work the hours necessary to satisfactorily perform their
28 jobs; provided, however, all such employees will receive a minimum amount of Executive Leave per

1 year, as follows:

2 A. Employees in an exempt position on January 1st of each year will receive three (3)
3 days of Executive Leave per year, to accrue on January 1st.

4 B. Employees hired, transferred or promoted from a non-exempt position into an
5 exempt position during the course of the calendar year shall be entitled to a minimum amount of
6 Executive Leave, granted upon placement in the exempt position, according to the following
7 schedule:

- 8 1. Before April 30th: Three (3) days;
- 9 2. Between May 1 and August 31: Two (2) days;
- 10 3. September 1st or After: One (1) day.

11 C. Non-exempt employees assigned to special duty in an exempt position for a period
12 of six (6) months or longer will be entitled to one (1) day of executive leave for each four (4) months
13 of assignment duration during a calendar year; provided, that the employee must serve a full thirty
14 (30) days in the assignment for the month to be counted. Executive leave in such case will be granted
15 at the beginning of the assignment based upon the expected duration, and increased as necessary if the
16 original assignment is extended.

17 **9.13 Administrative Leave With Pay.** If the department director determines that
18 circumstances exist that make the immediate removal of an employee from the workplace to be in the
19 best interests of the county, an employee may be placed on administrative leave with pay for up to 30
20 calendar days. Such leave is not disciplinary, and is not subject to appeal. If the need for
21 administrative leave exceeds 30 calendar days, the department director must receive approval from
22 the Human Resources division director for an extension. All extension requests and approvals must
23 be in writing prior to the end of the approved period. The Human Resources division director may
24 grant an extension for an additional 30 calendar days (60 days total). The County Administrative
25 Officer must approve any further extensions of administrative leave with pay. Administrative leave
26 with pay will not normally exceed 90 calendar days.

27 **9.14 Federal FMLA (Federal Family and Medical Leave Act):**

28 A. An employee who has been employed by the county for twelve months or more

1 and has worked a minimum of 1,250 hours in the preceding twelve months (paid leaves such as
2 holiday, vacation and sick leave are not considered hours worked), may be eligible for leave under the
3 FMLA.

4 **B. The following are qualifying reasons for federal FMLA leave:**

- 5 **1. The birth or adoption of the employee's child, or placement of the**
6 **employee's foster child;**
7 **2. The employee's serious health condition;**
8 **3. The employee's spouse's, parent's, son's or daughter's serious health**
9 **condition.**

10 **C. All requests for FMLA require certification to be submitted with the request.**

11 **D. An employee is entitled to up to twelve weeks of FMLA leave in a rolling**
12 **twelve-month period.**

13 **1. If the leave is taken for birth or adoption of a child, or placement of a foster**
14 **child, and both parents are employed by King County, the aggregate total leave taken by both**
15 **employees shall be twelve weeks.**

16 **2. For purposes of this subsection, a rolling twelve-month period is measured**
17 **backward from the date an employee uses any FMLA leave. For instance, each time an employee**
18 **takes family or medical leave, the remaining leave entitlement would be any balance of the twelve**
19 **weeks which have not been used during the immediately preceding twelve months.**

20 **3. When leave is taken after the birth or placement of a child for adoption or**
21 **foster care, an employee may take leave intermittently or on a reduced leave schedule only if**
22 **authorized by the employee's appointing authority;**

23 **4. An employee may take leave intermittently or on a reduced schedule when**
24 **medically necessary due to a serious health condition of the employee or a family member of the**
25 **employee. When intermittent leave is needed to care for an immediate family member or the**
26 **employee's own illness, and is for planned medical treatment, the employee must try to schedule**
27 **treatment so as not to unduly disrupt the department's operation; and**

28 **5. If an employee requests intermittent leave or leave on a reduced leave**

1 schedule, the appointing authority may require the employee to transfer temporarily to an available
2 alternative position for which the employee is qualified and that has equivalent pay and benefits and
3 that better accommodates recurring periods of leave than the regular position of the employee.

4 E. Leave taken for any of the qualifying reasons must be recorded as FMLA leave,
5 whether or not requested by the employee.

6 F. FMLA qualified leave shall run concurrent with use of sick leave, vacation leave,
7 unpaid KCFML leave, donated leave, light duty assignment due to a disabling injury or illness, and/or
8 workers' compensation time loss benefits.

9 G. An employee who has exhausted his or her sick leave may use accrued vacation
10 leave during an FMLA qualified leave. Such use is at the employee's option and is not subject to
11 approval by the appointing authority.

12 H. An employee who returns from FMLA leave within the time provided in this
13 section is entitled, subject to bona fide layoff provisions, to:

- 14 1. The same position he or she held when the leave commenced; or
- 15 2. A position with equivalent benefits, pay and other terms and conditions of
16 employment; and
- 17 3. The same seniority accrued before the date on which the leave commenced.

18 I. In order for the leave to be qualified and counted toward the employee's FMLA
19 entitlement, the request/provisional designation may be initiated by the employee, the employee's
20 supervisor, Human Resources, division director, or department director.

21 J. Employee responsibilities include:

22 1. Submit FMLA leave request form 30 days in advance of the leave, if
23 possible, or as soon as the need for the leave is known, or no later than 2 business days following the
24 employee's return to work;

25 2. Submit a certification form within 15 business days to his or her supervisor
26 or human resources. This certification must be from a healthcare provider or court order as
27 appropriate. Recertification may be requested every 30 days during the FMLA absence.

28 K. The county shall continue its contribution toward health care benefits (medical,

1 dental, vision) during any unpaid leave taken as FMLA. An employee may elect to self pay for other
2 insured benefits.

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1 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

2 **10.1 Regular Schedule.** Regular work shifts for full-time employees are eight (8) hours per
3 day (exclusive of the meal period) for five (5) days per week, with Saturday and Sunday generally the
4 days off.

5 **Alternative Work Schedules.** A full-time employee may request, a four (4) day, forty (40)
6 hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative
7 schedule in order to support the County Commute Trip Reduction program. Employees will submit
8 written requests for alternative work schedule approval to the Section Manager/designee. Requests
9 will be evaluated and approved or denied relative to the business needs of the organization, and must
10 be reviewed at least annually. In administering any such alternative work schedule, the following
11 working conditions shall prevail:

12 A. Employee participation shall be on a voluntary basis unless the Section Manager
13 determines that an alternative schedule is essential to the business needs of the organization. The
14 establishment of and approval for alternative work schedules is vested solely within the purview of
15 the County and may be changed from time to time. Such changes will normally require at least two
16 (2) weeks notice to the employee.

17 B. If a holiday designated pursuant to Section 6.1 falls on a Saturday or on a Friday
18 that is the normal day off, then the holiday will be taken on the last normal workday. If a designated
19 holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on
20 the next normal workday. This schedule will be followed unless the employee and his or her
21 supervisor determine that some other day will be taken for the holiday; provided, however, that in
22 such case the holiday time must be used no later than the end of the following pay period.

23 C. If multiple employees in a work group desire an alternative work schedule with the
24 same days off, the County may, upon written notice to TEA, subject requests for alternative schedules
25 to a bidding process, with priority given to employees in order of decreasing seniority.

26 D. Employees who currently work on an alternative work schedule shall be permitted
27 to retain that work schedule, subject to the management approval requirements in Section A.

28 **10.2 Overtime.**

1 A. Except as otherwise provided in this Article, FSLA Non-exempt employees shall
2 be paid at an overtime rate of time and one-half (1-1/2) their regular rate of pay for all hours
3 compensated in excess of forty (40) hours per week.

4 B. Overtime work shall require the prior approval of the employee's Section
5 Manager/designee.

6 **10.3 Compensatory Time.** A non-exempt employee may request, and with approval of the
7 Section Manager, may receive time off in lieu of overtime pay. Such time shall be earned on a time
8 and one half (1-1/2) basis as provided under this Article. In accordance with the law the employee
9 must initiate all requests for compensatory time off in lieu of overtime pay, and compensatory time
10 accumulations will be governed by King County policy. Any unused compensatory time will be
11 cashed out on the last payroll of the year.

12 **10.4 Benefits for Employees Held Over.** Employees asked to work beyond their normally
13 scheduled shift may use a County telephone to notify home when travel plans have changed.

14 **10.5 Call Back.** A non-exempt employee covered by this Agreement who is not on standby
15 and is called to duty after completion of his or her regular shift or workweek, not contiguous with the
16 employee's next regular shift shall be granted a minimum of four (4) hours pay at the time and one-
17 half (1-1/2) rate of pay. Paid status will begin upon arrival at the work location, and will terminate at
18 the completion of required work. In the event this overtime work is accomplished prior to the normal
19 working hours and the employee subsequently works his or her regular shift, pay for the regular shift
20 shall be at the employee's straight time rate.

21 **10.6 Definition of Call Back.** A Call Back shall be defined as a circumstance where an
22 employee has left the work premises at the completion of his or her regular work shift and is required
23 to report to duty prior to the start of his or her next regularly scheduled work shift. An employee who
24 is called back to report to work before the commencement of his or her regular work shift shall be
25 compensated in accordance with the Call Back provisions of this Collective Bargaining Agreement.
26 An individual on standby pay is not eligible for call back pay.

27 **10.7 Telecommuting.** TEA and the County mutually recognize the importance of regularly
28 reporting to the assigned work site for the purposes of accomplishing work, however, consistent

1 with past practice, an employee may occasionally request, and a supervisor may occasionally approve,
2 an alternative telecommuting work schedule for a limited period of time for the purpose of
3 accommodating and balancing the individual needs of an employee and the business needs of the
4 organization. Additionally, employees are covered by the King County Telecommuting Policy (PER-
5 18.4 (AEP)), and any amendments thereto.

6 **10.8 Home Free Guarantee.** The County will operate a program to provide employees with
7 a free ride home, by taxi, if on a given day the employee has commuted to work by bus, carpool,
8 vanpool, bike or walking on the day of the trip and has an emergency that day which requires the
9 employee to leave work at other than the employee's regularly scheduled quit time. Determination of
10 what constitutes a qualified emergency will be made at each worksite by the employee designated by
11 the County. Employees can exercise their home free guarantee a maximum of eight (8) times per
12 calendar year.

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1 **ARTICLE 11: WORK-OUT-OF-CLASSIFICATION**

2 **11.1 General.** Employees are to be properly paid for their assigned body of work, except in
3 the case of incidental assignment as described below. No employee may assume the duties of a
4 higher paid position without formal assignment, except in a bona fide emergency. Employees are not
5 entitled to classification changes or compensation for work that is not assigned.

6 **11.2 Incidental Assignment.** Nothing in this article shall limit management from assigning
7 an employee incidental work outside of the employee's current classification; such incidental work
8 assignment shall not constitute the basis for an out-of-class assignment.

9 **11.3 Special Duty Assignment.** Employees may be assigned work out of their regular
10 classification on a temporary basis by Special Duty Assignment. Restrictions on the length of the
11 assignment are governed by County policy and the Personnel Guidelines. If this assigned work is to a
12 lower classification, the employee will receive his/her normal rate of pay. Compensation for such
13 special duty assignment shall begin on the day identified in the written assignment.

14 **11.4 Pay on Special Duty**

15 A. Pay for a special duty assignment shall be to the first step of the pay range of the
16 existing higher-level job classification or to a pay step in the existing higher classification that
17 provides at least the equivalent of two steps (approximately 5 percent) increase over the employee's
18 current rate of pay, whichever is greater.

19 B. Special duty compensation may not exceed the top step of the new range unless the
20 employee was receiving above-Step-10 merit pay. In those instances, the pay may exceed the
21 maximum of the new pay range by no more than five percent and shall continue only as long as the
22 merit pay would have remained in effect.

23 C. When the special duty assignment is completed, the employee's pay shall revert to
24 the pay rate the employee would have received if the employee had not been assigned to special duty.

25 D. Special duty pay shall not be considered part of an employee's base pay rate for
26 purposes of placement within a pay range as a result of promotion or reclassification.

27 **11.5 Accretion and other work-out-of classification.** Incidental assignments can have the
28 cumulative effect of creating out-of-classification work by accretion when assigned work out of the

1 employee's current classification becomes the preponderance of the work performed by the employee.
2 Reorganization, changes in job content or council actions may likewise cause the duties of a position
3 to change, or a position may be otherwise incorrectly classified. Under these circumstances,
4 employees may request the Human Resources Director (or designee) to review their job duties to
5 determine if the duties and responsibilities performed by the employee are more accurately described
6 in another, more appropriate, job classification.

7 **A. County Classification Review Procedure.** Employees will submit their request
8 for reclassification by completing a Position Description Questionnaire and forwarding it to the WTD
9 Human Resources Service Delivery Manager (SDM), who will forward it to the supervisor for review
10 and comment. After the supervisor has reviewed and commented upon the PDQ, the PDQ will be
11 returned to the employee for review and comment, and then submitted to the section manager and the
12 division director before being returned to the WTD SDM for finalization. Once the PDQ has been
13 finalized, it will be delivered to King County Human Resources Division for a classification analyst
14 to review the request according to their policies and procedures and notify the employee of their
15 findings when the review is completed.

16 **B. Effective Date.** The effective date of reclassification under this article will be the
17 date the employee submits the PDQ to WTD SDM after review and comment by the supervisor, or 30
18 days from the initial submission of a fully completed PDQ to WTD SDM, whichever is less
19 (incomplete PDQ's will not be considered as received if the WTD HR analyst returns the PDQ to the
20 employee for further completion).

21 **C. Classification and Compensation.** Classification and compensation shall be in
22 accordance with this Agreement. If a reclassification results in assignment to a higher paid
23 classification, then the employee shall receive at least step one of the new pay range or two steps
24 above the employee's current rate of pay, whichever is highest.

25 **D. Appeal.** The County and the Union agree that disputes relating to the
26 classification of a position will be submitted to the Division Director/designee of Human Resources
27 Department of Executive Services for reconsideration. If the Union disagrees with the Division
28 Director's/designee's decision it may, within thirty (30) days, submit the issue to a neutral third

1 party. The neutral party will be selected in accordance with the grievance procedure in this
2 Agreement. The decision of the neutral party shall be binding upon all parties. The classification
3 issue (other than jurisdictional and pay-related) shall be presented to the neutral party and will not be
4 subject to the King County Personnel Board or binding arbitration.

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1 **ARTICLE 12: LAYOFF RECALL AND TRANSFER**

2 **12.1 Layoff.** In the event of a reduction in force due to lack of work or lack of funds, layoffs
3 will be conducted at the division level (WTD). The WTD Director (or designee) will provide written
4 notification to the individual(s) whose position(s) is/are being eliminated. Prior to instituting layoff
5 notification(s), all temporary, term-limited-temporary (TLT) and probationary employees within the
6 skill area affected by the primary layoff (e.g. structural, mechanical, electrical, etc.) shall be released;
7 provided, however, that WTD may retain a limited number of TLT employees during layoffs when
8 there exists a legitimate business need to do so (e.g., the TLT is working on a project which is
9 *expected* to be completed within four months of the date the layoff takes effect, the TLT possesses or
10 the project requires unique skills and/or experience within the broader skill area, the project involves
11 extensive communication and relationship with community members, etc.).

12 **12.2 Bumping.** A regular career service employee who has completed a probationary period
13 so notified may accept layoff or elect to bump an employee with less seniority covered by this
14 Agreement, as provided within this Section; provided, however, that a TLT employee who has been
15 retained through layoff pursuant to Article 12.1 shall not be bumped. An employee will have five (5)
16 work days from the time of written notification of layoff to provide written response to the County of
17 his/her intent to exercise his/her bumping rights. An employee will forfeit his/her bumping rights if
18 his/her written response is not submitted within five (5) days or the County has not accepted a late
19 filing of the response. The County will, if it determines that there are warranting circumstances,
20 accept a late filed response from an employee. Late response from those employees who could not be
21 notified of a reduction in force due to leave, absence, or long-term vacation, etc., will be accepted.

22 Should the County accept the late filing, the resultant adversely affected employee(s) may not
23 grieve such decision. Also, such acceptance of a late filing will not result in the re-administration of
24 the bumping process.

25 An employee notified of layoff and each subsequently displaced employee may select any one
26 of the following alternatives rather than accepting layoff:

27 A. Bump within the WTD Division to displace the least senior employee in his/her
28 same classification for which s/he is qualified;

1 B. Bump the least senior employee within the WTD Division in a lower paying
2 classification in his/her same classification series for which s/he is qualified;

3 C. Bump the least senior employee within the WTD Division in a lower paying
4 classification outside of his/her current classification series that s/he has previously served a
5 probationary period or had probation waived by the County and for which s/he is qualified;

6 D. Bump the least senior employee within the WTD Division in a lateral classification
7 (one that has the same top rate of pay) for which s/he is qualified and has previously served a
8 probationary period or had probation waived by the County.

9 **12.3 Transfer.** In lieu of laying off a regular career service employee, the director of the
10 Department of Executive Services (DES) or designee may reassign such employee to a comparable,
11 vacant position, when the director of DES determines such reassignment to be in the best interest of
12 the County.

13 **12.4 Re-call Rights.** A regular career service employee who is laid off will have recall rights
14 to his/her previous position for two (2) years from the date of layoff. An employee retains his/her
15 recall rights if he/she accepts a lesser position with the County. An employee who is laid off shall
16 forfeit his/her recall rights if he/she refuses a recall to a comparable position.

17 **12.5 Notice of Recall.** A regular career service employee will have ten (10) days from the
18 date the notice of recall is sent by certified mail in which to notify the County of whether he/she will
19 accept the position. The County will consider the employee's failure to notify the County within ten
20 (10) days a refusal, however, if the County determines that there are warranting circumstances, it may
21 accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility
22 to keep the County informed of his/her current address.

23 **12.6 Reinstatement.** A regular career service employee recalled within two (2) years from
24 the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for
25 the period of layoff, and vacation leave accrual rate restored.

1 **ARTICLE 13: DISCIPLINE**

2 **13.1 Just Cause Standard.** No career service employee shall be disciplined or discharged
3 except for just cause. Probationary and temporary employees are employed at will and may be
4 disciplined and discharged at any time by the County. Probationary and temporary employees may
5 not grieve or in any way appeal discipline or discharge under this Agreement.

6 Term-limited employees are not subject to the just cause requirement but will be granted due
7 process as defined in this section. Before being disciplined or discharged, except where the action is
8 taken for budgetary or operational reasons, TLTs shall be provided a due process review. Not less
9 than two (2) working days before the review, the employee shall be advised of the intended action and
10 shall be provided notice of the accusations and all documentation relating to the accusations. TLTs
11 shall be entitled to union representation at the review, which shall be held with the decision-maker.

12 **13.2 Probationary Period for New employees.** New employees shall be subject to a six (6)
13 month probationary period. Employees who have been assigned to a position as an acting or TLT
14 shall be provided credit for such time toward this period at the discretion of the appointing authority.
15 A probationary period may be extended beyond six (6) months but no more than twelve (12) months
16 upon agreement of the County, the employee, and TEA. A new employee shall receive a one-step pay
17 increase upon successful completion of the probationary period, unless the employee is already at the
18 top step (Step 10) of the wage range.

19 **13.3 Trial Service Period upon Promotion, Reclassification, Transfer or Demotion.**
20 Career Service bargaining unit employees promoted, reclassified or transferred to a new position in
21 the bargaining unit shall be subject to a six (6) month trial service period in the new position.
22 Employees who have been performing the work of the new position in an acting capacity, or as the
23 result of a reclassification, may be provided credit for such time toward this period at the discretion of
24 the appointing authority. An employee successfully completing a trial service period may be eligible
25 for a one step pay increase at the discretion of the hiring authority.

26 An employee who does not successfully complete the trial service period in a position to
27 which the employee has been promoted, transferred or reclassified may be restored to the employee's
28 former position, former salary, and all other benefits to which the employee would have been

1 entitled if the promotion, transfer or reclassification had not occurred. Provided further, there are no
2 reversion rights if discharged for cause. Reversion will occur if the former position is still vacant (has
3 not been offered and accepted by an applicant), and the position still exists. If the former position is
4 unavailable, the individual will be offered any vacant WTD TEA represented position for which they
5 are qualified. If they accept a lower range position, they will have recall rights to the next available
6 position of the range they had at the time of the initial transfer for a period of up to two years. If no
7 vacancy exists, the employee shall be separated from employment and shall be eligible for recall to
8 any of the positions specified in this section for a period of up to two years. If they refuse to accept a
9 position of equal range and similar duties (to the position initially vacated) for which they are
10 qualified, they will be discharged without recall rights. An employee not successfully completing a
11 trial service period upon voluntary or involuntary demotion will be separated from employment with
12 no reversion or recall rights.

13 **13.4 Disciplinary Action.** Disciplinary action may include but not be limited to a written
14 reprimand, suspension without pay, involuntary demotion, withholding of a step increase, reduction
15 of a pay step, and discharge. The type and level of disciplinary action issued will be determined by
16 the County based on the nature and severity of the behavior and/or performance deficiency that led to
17 the disciplinary action. The suspension without pay of an employee who is exempt under the Fair
18 Labor Standards Act may only be in full week increments unless the infraction is for the violation of a
19 major safety rule. Counseling whether verbal or written, is not considered discipline and is not
20 subject to the grievance procedure of this Agreement.

21 **A. Verbal and Written Counseling.** Instances of prior counseling shall not be used
22 as a resolved disciplinary action for purposes of future disciplinary actions. However, instances of
23 prior counseling may be used as prior notice to the employee and may be taken into account
24 accordingly for subsequent disciplinary actions. Additionally, employees may provide a written
25 response to any counseling maintained in the employee's personnel file, and said response shall be
26 maintained in the employee's personnel file as well.

27 **13.5 Cause for Disciplinary Action.**

28 An employee may be disciplined for any of the following causes, or for any other justifiable

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cause:

- Dishonesty, including but not limited to dishonesty in securing appointment
- Gross misconduct
- Incompetence
- Inefficiency
- Unauthorized absence, including patterns of continual tardiness
- Neglect of duty
- Insubordination
- Consumption of or being under the influence of alcohol or other drugs while on duty
- Conviction of a crime
- Disorderly conduct while on duty
- Negligent, reckless or knowing damage to or waste of public property
- Violation of any of the provisions of applicable federal or state law relating to political activities
- Negligent, reckless or knowing violation of any of the provisions of the personnel guidelines or this Agreement.
- Violation of any lawful order, directive, or policy of a superior, including but not limited to the Executive, department directors and division managers, or a violation of the Employee Code of Ethics.

1 **ARTICLE 14: CONFLICT RESOLUTION**

2 The County and TEA commit to addressing and resolving issues in a fair and responsible
3 manner and to use conflict resolution methods when appropriate. The County and TEA's relationship
4 depends on mutual respect and trust built upon the ability to recognize the individual employee's
5 value to the County and the employee's investment in the County. Early and informal resolution of
6 disagreements and workplace problems will enhance the productivity and quality of the workplace. It
7 shall be a goal of the County and TEA employees to enter the dispute resolution process before a
8 problem arises to the level of a disciplinary matter or grievance. The steps TEA recommends in
9 conflict resolution are awareness, acceptance, and action, using pre-designated colleagues in the roles
10 of natural facilitators to teach, lead and coach. Under no circumstances shall the initiation of the
11 conflict resolution procedure serve to waive any of the timelines set forth in the Grievance Procedure
12 provisions set forth in Article 15 below, unless by mutual agreement of TEA and the County.

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1 **ARTICLE 15: GRIEVANCE PROCEDURE**

2 **15.1 Nature of the Procedure.** Any dispute between the County and TEA or between the
3 County and any employee covered by this Agreement concerning the interpretation, application, claim
4 of breach or violation of the express terms of this Agreement shall be deemed a grievance.

5 Every effort will be made to settle grievances at the lowest possible level of supervision with
6 the understanding grievances will be filed at the step in which there is authority to adjudicate,
7 provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint,
8 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance. The
9 conflict resolution procedure described in Article 14 of this agreement is also an encouraged method
10 for resolving problems.

11 Grievances shall be heard during normal County working hours unless stipulated otherwise by
12 the parties. Employees involved in such grievance meetings during their normal County working
13 hours shall be allowed to do so without suffering a loss in pay.

14 Any time limits stipulated in the grievance procedure may be extended for stated periods of
15 time by the appropriate parties by mutual agreement in writing.

16 **15.2 Grievance Steps.** A grievance in the interest of a majority of the employees in a
17 bargaining unit shall be reduced to writing by TEA and may, at its discretion be introduced at Step 2
18 of the grievance procedure and be processed within twenty-one (21) days of the alleged violation or
19 knowledge of the alleged violation.

20 A grievance shall be processed in accordance with the following procedure:

21 **Step 1:** A grievance shall be submitted in writing by TEA or the employee within twenty-one
22 (21) calendar days of the alleged contract violation or within (21) calendar days of knowledge of the
23 alleged violation to the grieving employee's immediate supervisor. The grievance shall include a
24 description of the incident, identification of the provisions of the Agreement that apply (subject to
25 refinement), the remedy sought, and the date the incident occurred. The immediate supervisor should
26 arrange a meeting with TEA to resolve the grievance. The employee may elect to attend. The parties
27 agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s)
28 shall answer the grievance in writing within fourteen (14) calendar days of receiving the written

1 grievance.

2 **Step 2:** If the grievance is not resolved as provided in Step 1 above, it shall be forwarded in
3 writing to the Section Manager within ten (10) calendar days of the Step 1 written response. The
4 manager shall convene a meeting with TEA within ten (10) calendar days after receipt of the
5 grievance. The meeting shall include the aggrieved employee (at their option). The manager must
6 reply in writing to TEA within ten (10) calendar days after the grievance meeting. The Section
7 Manager will consult with WTD HR and the King County Labor Relations Manager/designee and
8 provide copies of all written grievances and responses to the WTD HR and the King County Labor
9 Relations Manager/designee. If the County and Association have been unable to resolve the
10 grievance, the Association may request mediation or arbitration and will have thirty (30) calendar
11 days to formalize this request in writing to the Department of Executive Services, Human Resources
12 Division, Labor Relations Section who will provide a copy to WTD HR.

13 **Step 3: Mediation** - The County and Association will have thirty (30) working days from the
14 mediation request date to schedule a mediation date. The County and the Association shall mutually
15 agree upon a mediator. The decision reached in mediation shall be binding on the parties and, unless
16 specifically agreed otherwise, not form a precedent with WTD for similar issues. If resolution is not
17 reached in mediation, issues may be referred to arbitration, if it concerns the proper application or
18 interpretation of the agreement.

19 The County and the Association shall each bear the cost of its own presentation and shall bear
20 equally the fees and cost of the mediator.

21 The Association will have thirty (30) working days from the conclusion of mediation to make
22 a written request for arbitration to the King County Department of Executive Services, Human
23 Resources Division, Labor Relations Section who will provide a copy to WTD HR.

24 **Step 4: Arbitration** - If the grievance is not settled at Step 2 or Step 3, either of the signatory
25 parties to this Agreement may submit the grievance to binding arbitration.

26 After the Demand for Arbitration is filed, the County and TEA will meet to select, by mutual
27 agreement, an arbitrator. If the parties are unable to arrive at an agreement, either party may petition
28 for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC) after

1 which an arbitrator shall be selected by the alternate striking of names, with the first strike to be
2 determined by the flip of a coin.

3 **15.3 Arbitrator's Authority.** In connection with any arbitration proceeding held pursuant to
4 this Agreement, it is understood as follows:

5 1. The arbitrator shall have no power to render a decision that will add to, subtract
6 from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the
7 interpretation or application of the express terms of this Agreement, and all other matters shall be
8 excluded from arbitration.

9 2. The decision of the arbitrator shall be final, conclusive and binding upon the
10 County, TEA, and the employee involved.

11 3. The cost of the arbitrator shall be borne equally by the County and TEA, and each
12 party shall bear the cost of presenting its own case. Each party shall bear the cost of its own
13 attorney's fees regardless of the outcome of the arbitration.

14 4. The arbitrator's decision shall be made in writing and shall be issued to the parties
15 within thirty (30) days after the case is submitted to the arbitrator.

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1 **ARTICLE 16: NON-DISCRIMINATION**

2 The County or the Association shall not unlawfully discriminate against any employee with
3 respect to compensation, terms, conditions or privileges of employment because of race, color, creed,
4 religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory
5 disability, or union activities. Employees may process a grievance dealing with unlawful
6 discrimination to Step 3 of the grievance procedure as described in Article 15. Failing to reach a
7 settlement, employees may take the issues under this Article to the appropriate agency for
8 adjudication.

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1 **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **17.1 No Work Stoppages.** The County and the Association agree that the public interest
3 requires efficient and uninterrupted performance of County services and to this end pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association shall
5 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and, should same occur, the Association agrees
8 to take appropriate steps to end such interference. Any concerted action by employees shall be
9 deemed a work stoppage if any of the above activities occurs.

10 **17.2 Association's Responsibilities.** Upon notification in writing by the County to the
11 Association that any of its members are engaged in such work stoppage, the Association shall direct
12 each of its members to cease such stoppage and provide the County with a copy of such order. In
13 addition, if requested by the County, a responsible official of the Association shall publicly order such
14 employees to cease engaging in such a work stoppage.

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1 **ARTICLE 18: PART-TIME AND TEMPORARY EMPLOYMENT**

2 **18.1 Part Time Employees.** The Section Manager/designee may approve an employee's
3 request for a part-time schedule. Such approval is conditional on the County's determination of its
4 business needs, and may be rescinded at any time due to changing business needs. The County shall
5 normally provide a part-time employee at least two (2) weeks notice of any necessary change to the
6 employee's part-time status.

7 All regular part-time employees scheduled for one-half time or more shall receive full medical
8 benefits and privileges and prorated leave benefits. For hourly employees (i.e., employees not exempt
9 from the overtime provisions of the FLSA), any hours worked in excess of the part-time employee's
10 approved schedule up to forty (40) hours per week shall be paid at the straight time rate.
11 Compensation for hours paid in excess of forty (40) hours per week for non-exempt part-time
12 employees shall be in accordance with Article 10.

13 **18.2 Part-time FLSA Exempt Employees.** Part-time regular employees are those
14 employees who work at least half-time but less than full-time in a calendar year. The following
15 applies to part-time regular employees who are in job classifications that have been designated as
16 FLSA Exempt:

- 17 • Part-time regular employees are treated for all purposes including compensation
18 consistent with the FLSA designation of their job classification.
- 19 • Part-time regular FLSA exempt employees have their workload expectations and
20 pay established relative to a full-time position.
- 21 • In accordance with the Executive Policy PER 8-1-1 (AEP), with approval of the
22 HRD Director, an employee who would otherwise be exempt from the FLSA may
23 be compensated on an FLSA non-exempt basis when the department director
24 determines that this method is in the best interests of the department.
- 25 • Part-time regular FLSA exempt positions may be approved by hiring authorities on
26 the following bases, in which both the pay level and workload expectations are
27 established relative to a full-time equivalent (FTE) position:
 - 28 ○ 0.5 FTE (20 hours per workweek)

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- o 0.6 FTE (24 hours per workweek)
- o 0.75 FTE (30 hours per workweek)
- o 0.8 FTE (32 hours per workweek)
- o 0.9 FTE (36 hours per workweek)

18.3 Temporary Employees. Term Limited Temporary employees who have served at least one (1) year with WTD shall be eligible to compete as internal candidates for full-time career service positions represented by TEA. Term Limited Temporary employees shall be eligible to request a part-time schedule in accordance with Article 18A above.

1 **ARTICLE 19: TIME, SPACE AND PROPERTY**

2 **19.1 Workplace Access.** TEA representatives may, after notifying the appropriate Section
3 Manager in charge, visit the work location of employees covered by this Agreement at any reasonable
4 time for the purpose of investigating grievances. Such representative shall limit his or her activities
5 during such investigations to matters relating to this Agreement.

6 **19.2 Facilities.** County space and facilities may be used by the Association for the purposes
7 of administering the terms of this agreement so long as it does not interfere with the normal
8 operations of the work site.

9 **19.3 Release Time.** The County agrees to recognize up to eight (8) employees appointed and
10 identified by TEA as representatives. When contract administration business is conducted during
11 working hours, these employees are responsible for coordinating in advance with their Section
12 Manager or designee so as to not negatively impact Section workload. Contract administration
13 includes Weingarten hearings, formal and informal grievances, mediation hearings and other
14 meetings (excluding arbitrations), and similar contract related work with Section Managers and
15 Division Management. TEA meetings that do not include Section Managers or Division
16 Management will be conducted during non-working hours, meal periods or break periods. Release
17 time for contract negotiation sessions between the County and TEA will be limited to up to a total of
18 four (4) persons for the two (2) bargaining units.

19 **19.4 Bulletin Boards.** The County shall provide bulletin board space for the use of TEA in
20 areas accessible to the members of the bargaining units. Only recognized officers and staff
21 representatives of TEA will be entitled to post and remove TEA materials, and only materials
22 originating from and identified as official TEA documents with a TEA signature, logo, or appropriate
23 stamp may be posted on the TEA bulletin board space.

24 **19.5 Equipment Use.** The County recognizes that County business will include certain
25 activities relating to contract administration. Employees who are designated by TEA as
26 representatives may make limited use of County telephones, FAX machines, copiers and similar
27 equipment for the purpose of contract administration. As an example, a few copies made
28 occasionally would be limited use of the copier, not copies for the entire bargaining unit or sections

1 thereof. Similarly, use of the FAX, computer, and telephone would be on an occasional as needed
2 basis and not on a routine basis and not for communications broadcast to large numbers of
3 employees. In addition, such employee representatives may use the County electronic email system
4 for communications related to contract administration provided that the use is limited to use which is
5 brief in duration and accumulation, and which does not interfere with or impair the conduct of other
6 official County business.

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1 **ARTICLE 20: SAVINGS CLAUSE**

2 Should any part hereof or any provision in this Agreement be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within
6 thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or
7 provisions of this Agreement shall remain in full force and effect.

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1 **ARTICLE 21: WAGE RATES**

2 **21.1 Pay Ranges.** Pay ranges for each classification are set forth in Appendix A.

3 **21.2 Cost of Living Allowance.**

4 A. Effective January 1, 2006, wage rates in effect on December 31, 2005 shall be
5 increased by an amount equal to ninety percent (90%) of the CPI-W, All Cities Index, September
6 2004 to September 2005 with a minimum increase of two percent (2%) and a maximum increase of
7 six percent (6%). *(Note: This COLA increase has already been implemented pursuant to a prior*
8 *Memorandum of Agreement.)*

9 B. Effective January 1, 2007, wage rates in effect on December 31, 2006 shall be
10 increased by an amount equal to ninety percent (90%) of the CPI-W, All Cities Index, September
11 2005 to September 2006 with a minimum increase of two percent (2%) and a maximum increase of
12 six percent (6%).

13 C. Effective January 1, 2008, wage rates in effect on December 31, 2007 shall be
14 increased by an amount equal to ninety percent (90%) of the CPI-W, All Cities Index, September
15 2006 to September 2007 with a minimum increase of two percent (2%) and a maximum increase of
16 six percent (6%).

17 **21.3 Review of Administrative Classifications.** The County agrees to review the
18 classification of TEA employees who currently occupy one of the classifications listed below,
19 provided such individuals participate by submitting a PDQ per Article 11 of this Agreement, and will
20 give such reviews priority attention. The County will consider duties submitted and internal equity in
21 determining the proper classifications. Classifications eligible for review under this section are:

22 Administrative Office Assistant

23 Administrative Specialist I

24 Administrative Specialist II

25 Administrative Specialist III

26 Administrative Specialist IV

27 Administrative Staff Assistant

28 Administrator I

21.4 Normal Withholding. All payments made pursuant to this Agreement shall be subject

1 to regular and legally required withholding. This will include deductions for purposes of the Public
2 Employment Retirement System (PERS). King County shall be responsible to the Department of
3 Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible
4 to King County for repayment of the employee's share of their PERS contribution. Each individual
5 shall have the PERS employee obligation deducted from any retroactive payment check.

6 **21.5 Implementation Schedule.** The County will implement any pay increases set forth in
7 this Agreement as soon as practicable and consistent with all applicable laws.

8 **21.6 Professional Registration and Certification Pay.**

9 **21.6.1 Introduction.** To encourage professional development and to ensure the
10 employment of qualified personnel in appropriate classifications, compensation for professional
11 licenses and certifications will be provided in accordance with this article. Such compensation shall
12 be paid to those employees who have obtained professional licenses and certifications or completed
13 further education or paid for memberships in organizations that are directly applicable to their
14 employment.

15 **21.6.2 Professional Licenses.** Employees who have one or more current
16 Washington State professional licenses in the branches of Civil, Mechanical, Electrical, Chemical,
17 Environmental, Sanitary, or Structural shall be paid fifty (\$50) dollars per month. If the professional
18 license is directly applicable to their employment, they will receive an additional fifty (\$50) dollars
19 per month.

20 **21.6.3 Certifications and Professional Designations.**

21 **A.** Within the terms of this Agreement, certifications include, but are not
22 limited to the following:

23	ACI	American Concrete Institute Inspection Certification
24	AWS	American Welding Society Inspection Certification
25	DCLU	City of Seattle DCLU Special Inspection Certification
26	IAEI	International Association of Electrical Inspectors
27	ICBO	International Conference of Building Officials
28	NACE	National Association of Corrosion Engineers

- 1 American Institute of Certified Planners
- 2 Certified Public Accountant
- 3 Hazardous Waste Certification (when required by the job)
- 4 International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC, AMC
- 5 National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC
- 6 Project Management Institute Certification
- 7 Underground Storage Tank Inspection Certification
- 8 Washington State Associate Brokers License
- 9 Washington State Bar Association
- 10 Washington State Certified Real Estate Appraiser
- 11 One of: Journey Electrician or Master Electrician or Electrical Administrator
- 12 One of: AHERA Asbestos Building Inspector or EPA Lead Inspector
- 13 Wastewater treatment Operator (applicable solely to the Infrastructure Coordinator
- 14 position)
- 15 Associate Value Specialist
- 16 RCM Facilitator
- 17 Certified Maintenance and reliability Professional (SMRP)

18 B. During the term of this Agreement, additional certifications may be added
19 by mutual agreement of the parties to this contract.

20 C. All employees who have one or more valid certifications as described in
21 Section 3(A) above in a discipline directly applicable to their employment, shall be paid an additional
22 fifty (\$50) dollars per month per certification up to a maximum of one hundred (\$100) dollars per
23 month. Employees must provide at least bi-annual documentation of a certification to receive
24 compensation, or annually if certification requires annual renewal. Membership in an organization
25 does not qualify an employee for compensation.

26 **21.6.4 Professional Memberships.** Employees are encouraged to join professional
27 organizations for the purpose of further professional development. The employer recognizes the
28 value of professional affiliation and agrees to pay the membership or examination fee for one

1 professional organization per employee per year up to a maximum of \$300.00. In situations when
2 multiple employees want to join the same organization, management may approve an agency level
3 membership or limit the number of individual memberships where benefits can be shared among
4 employees. Membership dues covering a period of greater than 12 months will be prorated, but shall
5 not exceed the \$300.00 annual cap.

6 **21.7 Pay on Completing Probation.** Newly hired employees (i.e., not including
7 promotions or trial service situations) shall receive a one step increase upon satisfactory completion
8 of the probationary period.

9 **21.8 Pay on Promotion.** An employee who is promoted will be placed either in the first step
10 of the new salary range or at the step which is the equivalent of two steps (approximately five
11 percent) more than the employee's former salary step, whichever is greater, but not to exceed the top
12 step of the new range except as provided for below.

13 If the former salary step includes an above step-ten amount as a result of an incentive increase,
14 the employee's new salary is based upon the above step-ten amount, provided that if such increase
15 results in a salary that is above the top step of the new range (not to exceed 5% above the top step) the
16 salary will be reduced to the top step at the end of the merit period unless the employee re-qualifies
17 for an above-step-10 merit award.

18 When a promotion results from other than a reclassification, the appointing authority may
19 place the promoted employee at any higher step in the salary range when the department director
20 determines this action is warranted based on the criteria set forth in this Agreement and/or Personnel
21 Guidelines as applicable, provided funds are available in the agency.

22 **21.9 Advancement Through Pay Range.** Career Service employees who are not on
23 probation shall advance through the applicable pay range at two step increments, up to step 10,
24 provided the employee does not receive an annual performance evaluation with an overall rating
25 below satisfactory. Advancement beyond the top of the pay range, or above-top-step merit pay, shall
26 be in accordance with King County's Merit Pay Manual, except where such sources conflict with this
27 Agreement or with any established past practice between the parties.

28 Advancement through the new pay range for term-limited temporary employees shall be in

1 accordance with the King County HRD August 2003 TLT Procedures, except where such sources
2 conflict with this Agreement or with any established past practice between the parties.

3 **21.10 Contract Re-opener for Certain Administrative Classifications.** If prior to July 1,
4 2008, King County makes changes to the wages for positions in administrative classifications outside
5 of this bargaining unit (not including positions in bargaining units subject to interest arbitration), the
6 parties' collective bargaining agreement may be reopened by the parties for the purpose of negotiating
7 the application of such changes to those administrative classifications covered by said Agreement.
8 For purposes of this provision, "administrative classifications" shall be limited to: Administrative
9 Specialist classification series, Administrative Office Assistant, Administrative Staff Assistant,
10 Administrator I and Administrator II.

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1 **ARTICLE 22: PRODUCTIVITY INITIATIVE**

2 The management of King County Wastewater Treatment Division and the Association agree
3 to engage in a productivity initiative for the benefit of the employees and the ratepayers of King
4 County. Recognizing the inevitability of the need to improve the delivery of services, the parties to
5 this agreement intend to work together to manage that process to their mutual benefit. We believe the
6 partnership we are employing will continue to provide our customers with the best and most efficient,
7 state of the art wastewater treatment utility in the country, while securing rewarding careers for the
8 employees of the division.

9 In order to accomplish this change successfully, we agree to the following:

10 1. There will be no involuntary layoffs due to the Productivity Pilot Program in the
11 Wastewater Treatment Division and as approved by the King County Council. Any reductions in
12 force necessary to help meet Productivity Initiative goals should be accomplished through attrition.

13 2. This agreement acknowledges the partnership among Wastewater Treatment Division
14 management, the County, the Association, and others to manage the change process as the
15 Productivity Pilot Program is implemented and on a continual basis thereafter.

16 3. Management is committed to providing adequate resources for appropriate and necessary
17 training, career development, and incentives consistent with the business needs, within financial
18 constraints.

1 **ARTICLE 23: PRODUCTIVITY INCENTIVE FUND**

2 **23.1 Goals and Parameters.**

3 The goals of the Productivity Incentive Fund are as follows:

- 4 • Provide financial incentives to employees to achieve higher than projected savings
- 5 to the sewer ratepayers.
- 6 • Encourage teamwork.
- 7 • Encourage employee involvement in and “ownership” of the business.

8 The parameters of the Productivity Incentive Fund shall be consistent with the annual
9 wastewater service level requirements as set forth in the Productivity Pilot Program, adopted by
10 Motion 11156 (April 27, 2001).

11 **23.2 Productivity Incentive Fund for Wastewater.** Henceforth, the productivity incentive
12 fund, as defined herein, shall be established each calendar year after the baseline annual operating
13 target savings identified in the aforementioned Productivity Pilot Program are met and verified
14 through an independent review. Fifty percent (50%) of those additional savings shall be retained by
15 King County Wastewater Treatment Division and fifty percent (50%) shall be assigned to a
16 productivity incentive fund. A minimum of twenty-five percent (25%) of the (Operating and Capital)
17 funds assigned to the productivity incentive fund shall be paid out in cash to all employees
18 participating in the productivity initiative with the remaining seventy-five percent (75%) distributed
19 in accordance with Article 23.4. The fund shall be managed as defined in Article 23.4.

20 **23.3 Productivity Incentive Plan for Wastewater Capital.** The Productivity Pilot Program
21 will develop a plan to identify additional savings associated with portions of the Wastewater Capital
22 Program. The method of assigning savings to the Productivity Incentive Fund shall be specified in
23 the plan. Nothing in this Agreement precludes other represented groups or non-represented
24 employees from participating in the productivity incentive fund for the Wastewater Capital Program.

25 Certain capital program work of the wastewater program has traditionally been performed by
26 independent contractors procured by the county rather than county employees. If the wastewater
27 program begins to use county employees for all or any portion of such capital program work in
28 connection with implementation of the productivity initiative, subsequent use of independent

1 contractors shall not be limited as a result of this temporary pilot project.

2 **23.4 Productivity Incentive Fund Oversight Committee.** A Productivity Incentive Fund
3 Oversight Committee shall be responsible for oversight of funds. The Productivity Initiative Fund
4 Oversight Committee shall include three representatives from TEA as well as representatives of other
5 labor organizations representing participating employees, management, plus one non-represented
6 position. Ex-officio membership may include, but shall not be limited to the Office of the Executive
7 and the Finance and Business Operations Division of the Department of Executive Services.

8 The Productivity Incentive Fund Oversight Committee shall have the authority and
9 responsibility to determine the distribution and use of the fund, subject to approval by the Director of
10 the Wastewater Treatment Division. The Productivity Incentive Fund Oversight Committee shall
11 prepare an annual report on the management of the fund. The fund shall be audited on an annual
12 basis. In addition to employee payouts, as referenced in Article 23.2, the distribution of the funds
13 may include, but not be limited to:

- 14 • Increased annual pay-outs to employees,
- 15 • Investment in employees through training and other employee development
16 programs,
- 17 • Award and recognition program,
- 18 • Reserve fund, and
- 19 • Other activities consistent with achieving the goals of the Productivity Pilot
20 Program.

1 **ARTICLE 24: CONTRACTING OUT**

2 The County shall first consider TEA employees to perform all work, regardless of the size of
3 the contract, and shall not contract out work that is performed and consistent with work covered by
4 members of the Association if the contracting of such work eliminates represented positions. In the
5 case of circumstances that are beyond the control of the County that could not reasonably have been
6 foreseen, and for projects that the County is not reasonably able to provide the necessary tools,
7 employees, or equipment to perform work in a timely and cost effective manner, the County shall be
8 allowed to enter into temporary contract arrangements. Prior to a layoff for lack of work, the County
9 and the Association will enter into a dialogue with the objective of avoiding the layoff. The County
10 will recall work assigned to consultants in order to avoid the layoff if 1) the work can be done by
11 TEA employees and 2) the recall can be done in a manner that does not compromise quality, schedule
12 and the overall business needs of the body of work or the project being recalled.

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1 **ARTICLE 25: SAFETY STANDARDS**

2 The County and its employees value a safe working environment and recognize their mutual
3 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance
4 with applicable state and federal laws and regulations. The County may create and enforce safety
5 standards above those required by law, provided that nothing in this Article waives TEA's rights to
6 collectively bargain. The County shall supply and maintain safety-related items and equipment as
7 required by law or Department or Division policy or directive.

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1 **ARTICLE 26: SPECIAL CONDITIONS**

2 **26.1 Authorized Leave Due to Inclement Weather or Safety Concerns.**

3 A. Administrative offices and operations of the County will remain open during
4 inclement weather unless directed otherwise by the Executive or respective department director.
5 Department directors should make every reasonable effort to contact the Executive or Deputy County
6 Executive prior to closing a department, facility or office.

7 B. Where a department director officially closes operations in his/her department
8 because of adverse weather conditions, or orders employees to leave the premises because of safety
9 concerns, all non-essential employees who are scheduled to work will be paid for the normally
10 scheduled workday. This applies to affected overtime exempt as well as hourly employees.

11 1. Employees who previously requested and have been approved for time off
12 (e.g., vacation or sick leave, compensatory time-off, leaves of absence) will have hours deducted from
13 their accruals as approved.

14 2. Temporary (other than provisional, probationary, and term limited
15 temporary) and part-time employees will be paid for hours actually worked.

16 3. Essential employees who are scheduled to work but do not because of
17 adverse weather conditions may use accrued vacation or comp time (hourly employees), or accrued
18 vacation or executive leave (FLSA exempt employees), or the time will be charged as leave-without-
19 pay for the scheduled work day. A department director or designee shall make the determination as to
20 which employees are essential and, consequently, which employees are required to report for work
21 despite emergency conditions.

22 C. Where a department, office or facility remains open but weather conditions prevent
23 an employee from reporting to work, the following will apply:

24 1. The employee will notify his or her supervisor as soon as possible.

25 2. The employee may request, and the Section Manager/designee may
26 approve, the use of compensatory time, vacation time, or leave without pay to cover absences due to
27 inclement weather. Sick leave may not be used to cover absences due to inclement weather.

28 **26.2 Automobile Reimbursement.** No employee shall be required as a condition of

1 employment to provide a personal automobile for use on County business. Any use of a personal
2 automobile for County business shall be mutually agreed to by the County and the employee and shall
3 be reimbursed at the rate established by the Internal Revenue Service.

4 **26.3 Transit Passes.** All employees covered under this Agreement shall receive an annual
5 transit pass entitling the holder to ride without payment of fare on public transportation operated
6 under the County's authority. In addition, such employees shall be entitled to use the transit pass to
7 ride without payment of fare on public transportation services operated by or under the authority of
8 Sound Transit, Pierce Transit, Kitsap Transit, and Community Transit, subject to agreements with
9 such agencies as may be entered into by the County Executive.

10 **26.4 Defense and Indemnification.** Whenever an employee is named as a defendant in a
11 civil action arising out of the performance of the employee's duties and is acting within the scope of
12 employment, the County shall, at the written request of the employee, furnish counsel (or, solely at
13 the County's discretion, reimburse the employee the cost of their private counsel) to represent the
14 employee to a final determination of the action, without cost to the employee, and indemnify the
15 employee from any damages arising from such action or proceeding as consistent with the County
16 Code, chapter 4.13.

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1 **ARTICLE 27: RETIREMENT**

2 All eligible employees shall be covered by the Public Employee Retirement System.
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1 **ARTICLE 28: PROMOTIONS**

2 The County and the Association agree to develop and maintain a promotional system that will
3 allow employees to be promoted to job classifications within employees' own bargaining unit
4 depending on their demonstrated skills, knowledge, and the availability of higher level work and
5 funding. The benefits to the employees and the organization include the following:

- 6 • Increases efficiency and effectiveness by retaining trained and qualified employees
- 7 • Promotes a productive, high quality work environment
- 8 • Provides employees with career growth opportunities within the Wastewater
9 Treatment Division
- 10 • Enhances employee morale

11 The County and the Association have the following shared interests for filling vacancies of
12 positions represented by the Association:

- 13 • Hiring the most qualified candidate to fill the position
- 14 • A quick and fair process
- 15 • Promoting from within

16 Management will determine staffing requirements based on an analysis of the business needs.
17 When new staffing positions are created or vacant positions are to be filled, it will be advertised to the
18 employees represented by the Association. Employees shall complete and submit all requested
19 application materials by the required application deadline.

20 Vacancies may be advertised simultaneously to the employees represented by the Association
21 and those outside the Association in the interest of efficiency. Application materials will be reviewed
22 to identify those bargaining unit candidates who meet the minimum qualifications of the positions
23 based on the "qualifications" and "special necessary requirements" listed on the job bulletin. The
24 highly qualified candidates are those who meet the "highly desirable" and/or "desirable"
25 qualifications listed on the job bulletin. From this group, management will interview a minimum of
26 three (3) highly qualified candidates before considering outside candidates. If there are fewer than
27 three (3) highly qualified candidates represented by the Association, management may also consider
28 the outside candidates. The most qualified candidate will be selected.

1 An employment list which has been created for one or more vacancies may be used multiple
2 times within six months of its initial creation. Otherwise, a previous employment list may not be
3 reused for future vacancies.

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1 **ARTICLE 29: BENEFIT PLAN**

2 Employees shall receive health care benefits under the County's Healthy Incentives™
3 Program as detailed in the parties' Memorandum of Agreement (executed December 4, 2006),
4 attached hereto as Appendix C.

5 Full-time regular, part-time regular, provisional, probationary and term-limited temporary
6 employees and their spouse or domestic partner, each of their dependent children, and each of the
7 dependent children of their spouse or domestic partner shall be eligible for the medical, dental, life,
8 disability, and vision benefits provided for in this section (to the extent such benefits are available
9 through insurers selected by the county).

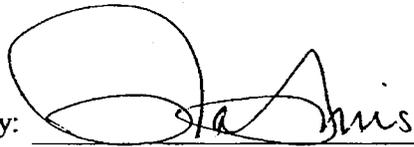
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1 **ARTICLE 30: DURATION**

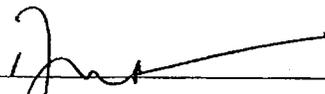
2 This Agreement shall become effective upon full and final ratification and approval by all
3 formal requisite means by the Metropolitan King County Council and the King County Executive and
4 shall be in effect July 1, 2005 through June 30, 2008.

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APPROVED this 20 day of MARCH, 2008

By: 
King County Executive

For the Association:


Roger Browne, President
Technical Employees Association

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APPENDIX B

Pursuant to Section 1.3 of this Agreement, the parties agree that the following provisions of the King County Personnel Guidelines (2005) are preempted by the terms of this Agreement:

- Preamble/Disclaimer
- Section 1.3
- Chapter 4
- Chapter 5
- Sections 6.5, 6.6, 6.9, and 6.13 - 6.15
- Chapter 9
- Sections 11.1, 11.2, and 11.4
- Sections 12.3 - 12.5
- Sections 14.1, 14.2, 14.4-14.6, 14.9 - 14.13, and 14.15.
- Section 15.3
- Chapter 16
- Chapter 17
- Chapter 18
- Section 19.4
- Chapter 22