



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.: 4	Date:	9 Nov 2009
Ordinance No.: 2009-0600	Prepared by:	Nick Wagner

A. SUMMARY

Proposed Ordinance 2009-0600 (Attachment 1, pp. 5-6 of these materials) would approve a collective bargaining agreement (“CBA”) and a memorandum of agreement (“MOA”) between King County and the Technical Employees Association (“TEA”).¹ See Attachments 1.a through 1.e, pp. 7-98 of these materials. The CBA and MOA cover 221 employees in the Wastewater Treatment Division of the Department of Natural Resources and Parks from 1 July 2008 through 31 December 2010.

1. The Bargaining Unit

As described by the Executive in his transmittal letter (at p. 107 of these materials):

The employees in this bargaining unit provide the technical skills related to the planning, design, engineering and construction of King County’s wastewater treatment services. King County’s facilities are the most sophisticated wastewater treatment facilities in the northwest region of the United States and our facilities provide wastewater treatment services to the largest population in the region. The design and construction of these facilities require high levels of design, engineering and project management skills.

The 53 job classifications of the bargaining unit members are listed in Appendix A to the CBA (pp. 73-74 of these materials).

2. Consistency with Labor Policies

As described in the Contract Summary (pp. 101-103 of these materials), the proposed CBA appears to be consistent with the County’s adopted labor policies, except that negotiations were not completed until more than 15 months after the previous CBA had expired. According to the county’s negotiator, this was due in large part to the time required to conduct a market analysis of applicable wage rates. Negotiation of the new CBA began before the previous CBA had expired.

¹ The CBA includes as attachments several memoranda of agreement. The one referred to in Proposed Ordinance 2009-0600 is the MOA by which TEA approved the 2009 furlough agreement (*see* Attachments D and E, pp. 93-98 of these materials).

3. Pay Ranges and COLAs

Pay ranges for the bargaining unit classifications are specified in CBA Appendix A (pp. 73-74 of these materials) and are based on the King County 10-Step Hourly Squared Schedule. The CBA would make no changes in the pay ranges for the bargaining unit positions.

Like the cost-of-living adjustments (COLAs) for the three years covered by the previous CBA, the COLAs for the additional years covered by the proposed CBA follow the typical county settlement agreed to with other unions. The COLAs are based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of 2 percent and 6 percent, respectively, which is consistent with the county's labor policies. (*See* CBA § 19.2, p. 55 of these materials.) According to the Fiscal Note (p. 105 of these materials), the assumed increases are:

2009: 4.88% (retroactive to 1 January 2009)

2010: 2.00% (projected)

4. Performance Evaluations

According to the Contract Summary, “[t]he employees in this bargaining unit receive performance evaluations on a regular basis” (p. 103 of these materials). *See also* CBA § 5.4 (p. 16 of these materials).

5. Interest Arbitration

This bargaining unit is not eligible for interest arbitration. (Contract Summary, p. 103 of these materials)

6. No-Strike Provision

Section 15.1 of the CBA (p. 49 of these materials) prohibits “any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement”

B. NEW CONTRACT PROVISIONS

The proposed new CBA contains the following new provisions:

1. Benefit Time Leave System

The most substantial change is the adoption of a Benefit Time leave system, which replaces the vacation, holiday, and sick leave provisions of the previous CBA.² Under the new system,

² The Benefit Time leave system has been adopted for other bargaining units in the Wastewater Treatment Division. For example, Ordinance 16685 approved a Benefit Time leave system for the managers and assistant managers bargaining unit in the Wastewater Treatment Division. According to the county's labor negotiator, the Teamsters Local 117 Professional and Technical and Supervisory bargaining units in WTD have had the same Benefit Time model for the past 10 years. The Service Employees International Union (SEIU) Local 925's Wastewater bargaining unit has also had Benefit Time for over 10 years, although a somewhat different model.

Benefit Time is used to cover vacations, holidays, and the first two days of any absence due to sickness. (CBA art. 6, pp. 17-21 of these materials) Extended Sick Leave is used to cover absences due to sickness to the extent that they last more than two days. (CBA § 6.4, pp. 17-18 of these materials) The number of days of Benefit Time and Extended Sick Leave that accrue each year is listed in the table at p. 109 of these materials, together with the number of accrued leave days under the previous system.

The new system allows employees to cash out up to 40 hours of benefit time per year (as long as the number of hours of accrued Benefit Time does not fall below 480) and to carry over up to 600 hours of Benefit Time from year to year (accrued Benefit Time in excess of 600 hours is forfeited on April 1 of each year). (CBA § 6.6, pp. 19-20 of these materials) Extended Sick Leave cannot be cashed out, but there is no limit on the accrual of ESL. (CBA § 6.6, p. 19 of these materials)

Upon implementation of the CBA, up to 100 hours of accrued sick leave may be converted into Benefit Time, with any remaining sick leave being converted to ESL, and accrued vacation time will be converted to Benefit Time. (CBA § 6.6, p. 20 of these materials)

2. 2009 Furlough Agreement

TEA has agreed to the 2009 furlough agreement. (CBA, Appendix E, pp. 93-98 of these materials)

3. Health Benefits

The bargaining unit has adopted King County's medical insurance benefit plan as agreed to by the Joint Labor Management Insurance Committee for 2010-2012. (CBA § 27, p. 71 of these materials)

4. Other New Provisions

The proposed new CBA provides for 10 percent standby pay and a five percent night pay differential for hourly employees (CBA §§ 19.11-19.12, p. 59 of these materials), meal reimbursement for employees held over past the end of their shift (CBA § 8.4, p. 34 of these materials), and expanded reimbursement for professional memberships, licenses, and exams (CBA §§ 19.5-19.6, pp. 55-58 of these materials). Bereavement leave would be permitted for up to three days per occurrence, rather than the current three days per year (CBA § 7.9, pp. 25-26 of these materials).

C. FISCAL IMPACT

The fiscal impact of the CBA is described in the Executive's Fiscal Note (p. 105 of these materials). From a base cost of \$20,881,951 for 2009, the CBA would result in:

- 2008: retroactive payments of \$3,673;
- 2009: retroactive payments of \$1,000,292 (an increase of 4.79%); and
- 2010: an increase of \$557,294 (2.67%).

D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

- 1. John Phillips, Technical Employees’ Association of King County
- 2. Roger Browne, Technical Employees’ Association of King County
- 3. Amy Bann, Labor Negotiator, Human Resources Division, DES
- 4. David Levin, Labor Negotiator, Human Resources Division, DES

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Signature Report

November 6, 2009

Ordinance

Proposed No. 2009-0600.1

Sponsors Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memorandum of agreement
3 negotiated by and between King County and Technical
4 Employees Association (Wastewater Treatment Division)
5 representing employees in the department of natural
6 resources and parks; and establishing the effective date of
7 said agreements.

8
9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement and memorandum of
11 agreement negotiated between King County and Technical Employees Association
12 (Wastewater Treatment Division) representing employees in the department of natural
13 resources and parks and attached hereto are hereby approved and adopted by this
14 reference made a part hereof.

15 SECTION 2. Terms and conditions of said agreements shall be effective from
16 July 1, 2008, through and including December 31, 2010.

17

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments

- A. Agreement Between King County and Technical Employees Association Department of Natural Resources and Parks - Staff, B. Appendix C Memorandum of Agreement Regarding Health Benefits For Represented Benefits Eligible Employees within the Wastewater Treatment and Transit Divisions By and Between King County and Technical Employees Association, C. Appendix D Ground Rules for King County Administrative Support Coalition Bargaining, D. Appendix E Memorandum of Agreement By and Between King County and Technical Employees Association (Wastewater Treatment Division, Department of Natural Resources and Parks, Staff), E. Appendix E Attachment 1 Memorandum of Agreement By and Between King County and Members of the King County Coalition of Unions Addressing the 2009 Budget Crisis

AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES ASSOCIATION
Department of Natural Resources & Parks – Staff

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- Trust each other,
- Listen and respond to public/customer concerns,
- Respect people,
- Promote a diverse workforce,
- 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.

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 July 1, 2005, and such practice
12 conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a matter on which the
13 Agreement is either silent or ambiguous), then the practice shall govern. Should the Guidelines be
14 invoked to interpret the contract, the arbitrator reserves the right to determine what weight should be
15 given along side those other interpretive factors that an arbitrator might conclude appropriate.

16 Except as expressly noted, definitions in the Personnel Guidelines shall apply to the
17 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 the staff unit comprised of all employees in the Project Planning
4 and Delivery, Resource Recovery, Brightwater and the Environmental and Community Services
5 Sections of the Wastewater Treatment Division of the Department of Natural Resources and Parks
6 (DNRP), excluding supervisors, managers, confidential employees, student interns, employees in the
7 Industrial Waste unit of the Environmental and Community Services Section (represented by
8 Washington State Council of County and City Employees, Council 2, Local 1652R), and all other
9 employees of the Employer. TEA continues to represent Project Control and Contract Management
10 Unit in the Project Planning and Delivery section employees covered by the Teamsters Local 117
11 change of representation petition pending the outcome of the petition, but those employees are not
12 covered by this agreement.

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

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

28 **2.3 Religious Exemption.** If an employee can substantiate, in accordance with existing law,

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

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

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.

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

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

17 **5.4 Supervision and Evaluations.** Employees will be supervised and evaluated by the
18 supervisor of the work group responsible for establishing the performance expectations, deliverables,
19 and assignments for the majority of the employee's workload.

1 **ARTICLE 6: BENEFIT TIME**

2 **6.1 General Description**

3 The benefit program has two elements to it: one is Benefit Time (BT) and the other is
4 Extended Sick Leave (ESL). Both programs are built on the accrual rate table set forth in
5 Section 6.5. This program recognizes the need for scheduled time away from the job (vacation and
6 holidays) for personal reasons and for occasions when the employee must be away because of illness
7 or injury. Benefit Time is administered with the understanding that: a) BT is intended to constitute
8 wages earned for services rendered, and b) because business needs may constrain employees' ability
9 to utilize leave, the Collective Bargaining Agreement provides for a yearly cash conversion of up to
10 forty hours (40) hours of Benefit Time. Full-time regular, part-time regular, provisional, probationary
11 and term-limited temporary employees shall receive the leave benefits provided in this Article.

12 **6.2 Definitions**

13 All BT and ESL time is based on a two thousand eighty (2,080) hour year. Benefit Time (BT)
14 is the bank of time accrued for use during scheduled paid time off, including holidays, and
15 unscheduled paid time off (excluding bereavement leave and jury duty) to include the first two (2)
16 consecutive days of unscheduled illness for employees and their dependents.

17 Extended Sick Leave (ESL) is the bank of time accrued for use during all paid nonscheduled
18 illness exceeding two (2) consecutive scheduled workdays for employees and their dependents, as
19 well as for pre-scheduled paid time off (e.g., surgery or tests) or injury of the employee or dependent.

20 Employees may donate BT and ESL to another employee in accordance with sections 7.2.

21 **6.3 Principles**

22 A. The Benefit Time program is intended to provide a productive workplace where
23 employees are encouraged to be healthy and regularly be at work.

24 B. Operational efficiency is increased by the responsible management of the benefit
25 time usage.

26 **6.4 Absence**

27 Employees are expected to schedule BT as far in advance as possible to facilitate workload
28 planning. Employees are expected to notify the Employer each day of any unscheduled absence. If

1 the reason for unscheduled absence is for illness in excess of two (2) consecutive days, the employee
2 shall be paid from their accrued ESL bank beginning with the third (3rd) day. However, all BT and
3 ESL time shall be coordinated with, and supplementary to, Workers' Compensation.

4 Hourly employees who become ill or who are injured while at work shall apply the applicable
5 accrued Benefit Time or Extended Sick Leave for that portion of the shift that they are unable to
6 complete. This day will be considered the first day of unscheduled absence in case of illness when
7 determining the activation of payment of Extended Sick Leave time. Hourly employees may use
8 accrued benefit time in increments of one-half (1/2) hour if approved by the supervisor.

9 FLSA exempt employees use accrued BT and ESL in increments of not less than one regular
10 work day. FLSA exempt employees who are absent for part of a work day will not be required to
11 charge such absences against any accrued leave balances nor will the employee's pay be reduced.

12 Employees unable to work because of any other personal emergency shall be eligible to use
13 BT for any unworked but scheduled hours upon approval by the supervisor.

14 Benefit Time (BT) and Extended Sick Leave (ESL) will be paid only to the extent that BT and
15 ESL hours have been accrued by the employee in the pay period immediately preceding the absence.

16 **6.5 Benefit Time Accrual and Extended Sick Leave Accrual**

17 Benefit Time accrual shall be as follows:

	Accrual Rates		
Years of Employment	Annual	Bi-weekly	Hourly
Less than 5 years	232	8.923	0.1115
5 years but less than 8 years	256	9.846	0.1231
8 years but less than 10 years	264	10.154	0.1269
10 years but less than 16 years	296	11.385	0.1423
16 years but less than 17 years	304	11.692	0.1462
17 years but less than 18 years	312	12.000	0.1500
18 years but less than 19 years	320	12.308	0.1538
19 years but less than 20 years	328	12.615	0.1577

	Accrual Rates		
Years of Employment	Annual	Bi-weekly	Hourly
20 years but less than 21 years	336	12.923	0.1615
21 years but less than 22 years	344	13.231	0.1654
22 years but less than 23 years	352	13.538	0.1692
23 years but less than 24 years	360	13.846	0.1731
24 years but less than 25 years	368	14.154	0.1769
More than 25 years of service	376	14.462	0.1808

Annual and bi-weekly totals in the above table are approximations and may vary slightly based on the hourly rate. Extended Sick Leave accrual shall accumulate for all employees on the basis of fifty-six (56) hours per year (0.0269 hours per hour). All leave accruals will be prorated for regular part-time employees on the percentage of full-time worked.

The hourly accrual rates indicated in this article shall not be construed to mean that FLSA exempt employees receive compensation based on number of hours worked.

6.6 Benefit Time and Extended Sick Leave Accumulation and Conversion

The maximum accumulated carryover of Benefit Time from the pay period ending before April 1st of one calendar year to the next shall be six hundred (600) hours (prorated for part-time employees on the percentage of full-time worked). Employees with at least four hundred and eighty (480) hours at that time shall have the option to convert up to forty (40) hours to cash, down to a balance of four hundred and eighty (480) hours. Accumulated hours beyond 600 (or prorated for part-time) will be forfeited in the payroll period that contains April 1.

There shall be no limit on the amount of Extended Sick Leave (ESL) accrued.

Benefit time will accrue prospectively after January 1, 2010 upon implementation of this agreement. Until implementation, leave provisions from the prior collective bargaining agreement will apply. Should the contract not be implemented by January 1, 2010, employees will use vacation leave as set forth under the prior collective bargaining agreement for 2010 holidays that occur before benefit time implementation. Upon implementation, the benefit time accrual rate will be applied

1 retroactively to January 1, 2010.

2 On a one-time basis upon implementation of this agreement, employees may convert up to
3 one-hundred (100) hours from their sick leave balance into benefit time. Any remaining sick leave
4 balance will convert into extended sick leave. Vacation leave balances will convert to benefit time.
5 Conversions will be done on an hour-for-hour basis.

6 **6.7 Upon Retirement or Death**

7 Upon retirement from the County or death, an employee or their beneficiary shall be paid for
8 up to four-hundred eighty (480) hours of accrued benefit time (BT) at one-hundred percent (100%)
9 and for all accrued Extended Sick Leave (ESL) at thirty-five percent (35%).

10 **6.8 Upon Separation**

11 Employees shall be paid for accrued Benefit Time to their date of separation if they have
12 successfully completed their first six (6) months of County service in a paid leave eligible position up
13 to 480 hours maximum and any remainder shall be forfeit and not be paid. Payment shall be the at
14 the employee's rate of pay in effect upon the date of leaving County employment less mandatory
15 withholdings. If employees leave prior to successful completion of the first six (6) months of County
16 service, they shall forfeit and not be paid for accrued Benefit Time.

17 Separation from employment except by reason of retirement, death, layoff, or non-disciplinary
18 medical reasons will cancel all Extended Sick Leave accrued to the paid leave eligible employee as of
19 the date of separation. Should a regular career service employee resign in good standing, be laid off or
20 separated for non-disciplinary medical reasons and return to County employment within two (2) years,
21 his/her accrued Extended Sick Leave will be restored.

22 **6.9 Holidays**

23 All work performed on the following holidays by hourly employees shall be approved in
24 advance by the supervisor and paid at the rate of one and one-half (1-1/2) times the employee's hourly
25 rate of pay for all hours worked:

- 26 • New Year's Day
27 • Martin Luther King Jr.'s Birthday
28 • Washington's Birthday (also known as President's Day)

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- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

Holidays will be on the day King County observes the holiday. Employees will use accrued Benefit Time, compensatory time, or Executive Leave in the amount of the regularly scheduled workday in order to receive compensation for the holiday. Holiday time must be used no later than the following pay period.

An employee who does not have sufficient accrued leave will not be paid for the holiday, unless as above, an hourly employee works on the holiday with the approval of his supervisor. Employees on alternate work schedules without sufficient BT to be paid for the holiday may, with the approval of their supervisor, adjust their work schedules in order to have the holiday fall on a regular day off.

1 **ARTICLE 7: LEAVE DONATIONS AND GENERAL LEAVES**

2 7.1 Full-time regular, part-time regular, provisional, probationary and term-limited temporary
3 employees shall receive the leave benefits provided in this Article.

4 7.2 **Donation of Leaves.** Donation of benefit time hours and donation of extended sick leave
5 hours shall be as provided herein. However, should King County formally change its policies
6 regarding donation of leave, the parties agree that either party may open this contract within 60 days
7 for the purpose of negotiation over these subjects.

8 **A. Benefit Time hours:**

9 1. **Approval Required.** An employee eligible for paid leave may donate a
10 portion of his/her accrued benefit time to another employee eligible for leave benefits. Such donation
11 will occur upon written request to and approval of the donating and receiving employee's department
12 director(s)/designee, except that requests for benefit time donation made for the purposes of
13 supplementing the extended sick leave benefits of the receiving employee will not be denied unless
14 approval 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 benefit time as of the date of the request. No donation of benefit time will be permitted
17 where it would cause the employee receiving the transfer to exceed his/her maximum benefit time.

18 3. **Use of Donated Leave.** Donated hours accrue to the donee's leave bank
19 and do not expire or return to the donor once accrued. Donated benefit time leave hours will be
20 excluded from cashout provisions contained in Article 6. For purposes of this Article, the first hours
21 used by an employee will be accrued benefit time hours.

22 **B. Extended Sick Leave hours:**

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

26 2. **Minimum Leave Balance Required (Donor).** No donation will be
27 permitted unless the donating employee's extended sick leave accrual balance immediately
28 subsequent to the donation is one hundred (100) hours or more. No employee may donate more than

1 twenty-five (25) hours of his/her accrued sick leave in a calendar year.

2 **3. Use of Donated Leave.** Donated hours accrue to the donee's extended sick
3 leave bank and do not expire or return to the donor once accrued. Donated extended sick leave hours
4 will be excluded from the extended sick leave cashout provisions contained in Article 6. For
5 purposes of this Article, the first hours used by an employee will be accrued extended sick leave
6 hours.

7 **4. No Solicitation.** All donations of leave made under this Article are strictly
8 voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other
9 compensation or benefits in exchange for donating leave hours.

10 **5. Conversion Rate.** All leave hours donated will be converted to a dollar
11 value based on the donor's regular hourly rate at the time of donation. Such dollar value will then be
12 divided by the receiving employee's regular hourly rate to determine the actual number of hours
13 received.

14 **7.3 Leave - Organ Donors.** The manager/designee shall allow all employees eligible for paid
15 leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such
16 as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five
17 (5) days paid leave, which shall not be charged to benefit time or extended sick leave, provided that:

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

22 B. The employee provides written proof from an accredited medical institution,
23 organization or individual as to the need for the employee to donate bone marrow, a kidney, or other
24 organs or tissue or to participate in any other medial procedure where the participation of the donor is
25 unique or critical to a successful outcome.

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

28 **7.4 Leave of Absence without Pay.** If a leave of absence is taken in conjunction with a

1 workers' compensation claim, no authorization for the leave is required. All other leaves of absence
2 without pay are administered as follows:

3 A. An employee eligible for leave benefits may take a leave of absence without pay
4 for less than 30 days if authorized in writing by the employee's appointing authority. Leaves of
5 absence without pay taken for medical or family reasons are also governed by Section 7.10 of this
6 Article.

7 B. An employee eligible for leave benefits may take a leave of absence without pay
8 for more than 30 calendar days if authorized in writing by the employee's appointing authority and
9 the Director. Leaves of absence without pay taken for medical or family reasons are also governed by
10 Section 7.10 of this Article.

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

14 D. An employee who is on a leave of absence without pay will not accrue benefit time
15 or extended sick leave. An employee who is on a leave of absence without pay in excess of 30 days
16 will not accrue seniority while on leave. In addition, leaves of absence in excess of 30 days, except
17 for family or medical leave (Section 7.10), or military leave (Section 7.5) will result in the loss of
18 paid health and other insured benefits.

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

23 F. An employee who is on a leave of absence without pay may return from the leave
24 before its expiration date if the employee provides the appointing authority with a written request to
25 that effect at least fifteen (15) days before resuming duties.

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

28 H. A leave of absence without pay may be revoked by the appointing authority if the

1 appointing authority learns that the leave of absence was requested and granted under false pretenses,
2 or that the need for such leave of absence has ceased to exist.

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

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

7 **7.5 Military Leave of Absence.** An employee who is a member of the Washington National
8 Guard or any organized reserve of the Armed Forces of the United States who is ordered to be on
9 active training duty shall be allowed military leave in accordance with state and federal law. In
10 accordance with state law, such employees who are ordered to be on active training duty shall be
11 allowed up to twenty-one (21) work days of paid military leave per year (October 1st - September
12 30th). The employee must present orders for active duty or training duty to his or her Section
13 Manager prior to taking leave. The employee may receive military leave for weekend reservist duty.

14 **7.6 Military Pay & Benefits Continuation.** If an employee is called to involuntary active
15 duty, she/he may be eligible for health benefit continuation and pay supplementation in accordance
16 with County policy at the time the individual is called to active duty.

17 **7.7 Jury Duty.** If an employee eligible for leave is called for jury duty, then the employee
18 will be entitled to regular pay for all workdays that the employee misses due to jury duty. The
19 employee should deposit his or her jury duty fees, excluding mileage, with the Finance and Business
20 Operations Division of the Department of Executive Services. Employees must contact their
21 supervisor when dismissed from jury duty during regularly scheduled working hours and may be
22 required to report back to work.

23 **7.8 School Volunteer Leave.** An employee may use up to three (3) days of extended sick
24 leave per year for volunteering at the employee's children's school. The employee must obtain
25 approval in advance from the employee's appointing authority.

26 **7.9 Bereavement Leave.** All employees eligible for leave benefits are entitled to three (3)
27 paid days per occurrence of bereavement leave due to the death of an immediate family member. For
28 purposes of this section, "immediate family" is defined as follows:

1 Children; children of spouse or domestic partner; parents; parents of spouse or domestic
2 partner; siblings; siblings of spouse or domestic partner; grandchildren; grandchildren of spouse or
3 domestic partner; grandparents; grandparents of spouse or domestic partner; spouse or domestic
4 partner.

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

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

10 In the cases of family death where no extended sick leave benefit is authorized or exists, an
11 employee may be granted use of benefit time or leave without pay.

12 **7.10 King County Family and Medical Leave (KCFML).**

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

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

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

28 1. For purposes of this benefit, a rolling twelve-month period is measured

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

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

13 **D. Intermittent leave is subject to the following conditions:**

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

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

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

25 **E. Prior to using family or medical leave, any accrued compensatory time must be**
26 **exhausted. The employee may choose to either use it as time off or receive a lump sum cashout. The**
27 **employee must exhaust all accrued Extended Sick Leave prior to using unpaid leave for the**
28 **employee's own health condition. For a leave for family reasons, the employee shall choose at the**

1 beginning of the leave whether it will be paid or unpaid; when an employee chooses to take paid
2 leave for family reasons, the employee may reserve up to eighty (80) hours of accrued Extended Sick
3 Leave.

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

22 7.11 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 7.12 **Executive Leave.** Employees covered by this Agreement who are employed in a bona
25 fide executive, administrative or professional capacity and are in turn exempt from overtime
26 payments under the Federal Fair Labor Standards Act will be eligible for up to ten (10) days of
27 Executive Leave per year pursuant to County policy and are expected to work the hours necessary to
28 satisfactorily perform their jobs; provided, however, all such employees will receive a minimum

1 amount of Executive Leave per 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 **7.13 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 **7.14 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 benefit time and extended sick leave are not considered hours worked), may be eligible for leave
3 under the 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 Extended Sick Leave,
7 Benefit Time, unpaid KCFML 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 Extended Sick Leave may use accrued
10 Benefit Time during an FMLA qualified leave if approved.

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

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

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

20 J. Employee responsibilities include:

- 21 1. Submit FMLA leave request form 30 days in advance of the leave, if
22 possible, or as soon as the need for the leave is known, or no later than 2 business days following the
23 employee's return to work;
- 24 2. Submit a certification form within 15 business days to his or her supervisor
25 or human resources. This certification must be from a healthcare provider or court order as
26 appropriate. Recertification may be requested every 30 days during the FMLA absence.

27 K. The county shall continue its contribution toward health care benefits (medical,
28 dental, vision) during any unpaid leave taken as FMLA. An employee may elect to self pay for other

1 insured benefits.

2 **7.15 Additional Leave:** If state or federal law provides additional leave benefits that an
3 employee is entitled to by the terms of such laws, the employee shall be entitled to take those leaves
4 as well.

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1 **ARTICLE 8: HOURS OF WORK AND OVERTIME**

2 **8.1 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. FLSA exempt employees are required to work the hours needed to perform their duties and
5 will receive their normal rate of pay for the workweek regardless of whether or not they work on a
6 holiday, and regardless of whether they are on a standard or alternative work schedule.

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

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

19 B. Section 6.9 sets forth terms regarding holidays and alternate work schedules.

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

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

25 **8.2 Overtime.**

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

1 **B.** Overtime work shall require the prior approval of the employee's Section
2 Manager/designee.

3 **8.3 Compensatory Time.** A non-exempt employee may request, and with approval of the
4 Section Manager, may receive time off in lieu of overtime pay. Such time shall be earned on a time
5 and one-half (1-1/2) basis as provided under this Article. In accordance with the law the employee
6 must initiate all requests for compensatory time off in lieu of overtime pay, and compensatory time
7 accumulations will be governed by King County policy. Any unused compensatory time will be
8 cashed out on the last payroll of the year.

9 **8.4 Benefits for Employees Held Over.** Employees asked to work beyond their normally
10 scheduled shift may use a County telephone to notify home when travel plans have changed.
11 Employees working two (2) consecutive hours of unscheduled overtime immediately following the
12 employee's regularly scheduled workday will be eligible to receive a meal expense reimbursement up
13 to six dollars. This provision only applies when employees are not informed of the need for overtime
14 in advance of the start of their shift. Employees must submit meal receipts to their supervisor to
15 receive reimbursement.

16 **8.5 Call Back.** A non-exempt employee covered by this Agreement who is not on standby
17 and is called to duty after completion of his or her regular shift or workweek, not contiguous with the
18 employee's next regular shift shall be granted a minimum of four (4) hours pay at the time and one-
19 half (1-1/2) rate of pay. Paid status will begin upon arrival at the work location, and will terminate at
20 the completion of required work. In the event this overtime work is accomplished prior to the normal
21 working hours and the employee subsequently works his or her regular shift, pay for the regular shift
22 shall be at the employee's straight time rate.

23 **8.6 Definition of Call Back.** A Call Back shall be defined as a circumstance where an
24 employee has left the work premises at the completion of his or her regular work shift and is required
25 to report to duty prior to the start of his or her next regularly scheduled work shift. An employee who
26 is called back to report to work before the commencement of his or her regular work shift shall be
27 compensated in accordance with the Call Back provisions of this Collective Bargaining Agreement.
28 An individual on standby pay is not eligible for call back pay.

1 **8.7 Telecommuting.** TEA and the County mutually recognize the importance of regularly
2 reporting to the assigned work site for the purposes of accomplishing work, however, consistent with
3 past practice, an employee may occasionally request, and a supervisor may occasionally approve, an
4 alternative telecommuting work schedule for a limited period of time for the purpose of
5 accommodating and balancing the individual needs of an employee and the business needs of the
6 organization. Additionally, employees are covered by the King County Telecommuting Policy (PER-
7 18.4 (AEP)), and any amendments thereto.

8 **8.8 Home Free Guarantee.** The County will operate a program to provide employees with a
9 free ride home, by taxi, if on a given day the employee has commuted to work by bus, carpool,
10 vanpool, bike or walking on the day of the trip and has an emergency that day which requires the
11 employee to leave work at other than the employee's regularly scheduled quit time. Determination of
12 what constitutes a qualified emergency will be made at each worksite by the employee designated by
13 the County. Employees can exercise their home free guarantee a maximum of eight (8) times per
14 calendar year.

1 **ARTICLE 9: WORK-OUT-OF-CLASSIFICATION**

2 **9.1 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 **9.2 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 **9.3 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 **9.4 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 **9.5 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 party.

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

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1 **ARTICLE 10: LAYOFF, RECALL AND TRANSFER**

2 **10.1 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 **10.2 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 10.1 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 **ARTICLE 11: DISCIPLINE**

2 **11.1 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 allegations and all documentation relating to the allegations. TLTs
11 shall be entitled to union representation at the review, which shall be held with the decision-maker.

12 **11.2 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 **11.3 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 entitled

1 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 **11.4 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 **11.5 Cause for Disciplinary Action.**

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

1 cause:

- 2 • Dishonesty, including but not limited to dishonesty in securing appointment
- 3 • Gross misconduct
- 4 • Incompetence
- 5 • Inefficiency
- 6 • Unauthorized absence, including patterns of continual tardiness
- 7 • Neglect of duty
- 8 • Insubordination
- 9 • Consumption of or being under the influence of alcohol or other drugs while on
- 10 duty
- 11 • Conviction of a crime
- 12 • Disorderly conduct while on duty
- 13 • Negligent, reckless or knowing damage to or waste of public property
- 14 • Violation of any of the provisions of applicable federal or state law relating to
- 15 political activities
- 16 • Negligent, reckless or knowing violation of any of the provisions of the personnel
- 17 guidelines or this Agreement.
- 18 • Violation of any lawful order, directive, or policy of a superior, including but not
- 19 limited to the Executive, department directors and division managers, or a violation
- 20 of the Employee Code of Ethics.

1 **ARTICLE 12: 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 13 below, unless by mutual agreement of TEA and the County.

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1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2 **13.1 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 12 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 **13.2 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** – If the parties mutually agree to mediation, the County and Association
14 will have thirty (30) working days from the mediation request date to schedule a mediation date. The
15 County and the Association shall mutually agree upon a mediator. The decision reached in mediation
16 shall be binding on the parties and, unless specifically agreed otherwise, not form a precedent with
17 WTD for similar issues. If resolution is not reached in mediation, issues may be referred to
18 arbitration, if it concerns the proper application or 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 **13.3 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.

1 **ARTICLE 14: 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 13. 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 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **15.1 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 **15.2 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.

1 **ARTICLE 16: PART-TIME AND TEMPORARY EMPLOYMENT**

2 **16.1 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 8.

13 **16.2 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 be compensated on
23 an FLSA non-exempt basis when the department director determines that this method is in the best
24 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 established relative to
27 a full-time equivalent (FTE) position:
 - 28 ▪ 0.5 FTE (20 hours per workweek)

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

16.3 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 16.1 above.

1 **ARTICLE 17: TIME, SPACE AND PROPERTY**

2 **17.1 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 **17.2 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 **17.3 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 **17.4 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 **17.5 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 18: 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 19: WAGE RATES**

2 **19.1 Pay Ranges.** Pay ranges for each classification are set forth in Appendix A.

3 **19.2 Cost of Living Allowance.**

4 A. Effective January 1, 2009, wage rates in effect on December 31, 2008 shall be
5 increased by an amount equal to ninety percent (90%) of the CPI-W, All Cities Index, September
6 2007 to September 2008 with a minimum increase of two percent (2%) and a maximum increase of
7 six percent (6%).

8 B. Effective January 1, 2010, wage rates in effect on December 31, 2009 shall be
9 increased by an amount equal to ninety percent (90%) of the CPI-W, All Cities Index, September
10 2008 to September 2009 with a minimum increase of two percent (2%) and a maximum increase of
11 six percent (6%).

12 **19.3 Normal Withholding.** All payments made pursuant to this Agreement shall be subject
13 to regular and legally required withholding. This will include deductions for purposes of the Public
14 Employment Retirement System (PERS). King County shall be responsible to the Department of
15 Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible
16 to King County for repayment of the employee's share of their PERS contribution. Each individual
17 shall have the PERS employee obligation deducted from any retroactive payment check.

18 **19.4 Implementation Schedule.** The County will implement any pay increases set forth in
19 this Agreement as soon as practicable and consistent with all applicable laws.

20 **19.5 Professional Registration and Certification Pay.**

21 **19.5.1 Introduction.** To encourage professional development and to ensure the
22 employment of qualified personnel in appropriate classifications, compensation for professional
23 licenses and certifications will be provided in accordance with this article. Such compensation shall
24 be paid to those employees who have obtained professional licenses and certifications or completed
25 further education or paid for memberships in organizations that are directly applicable to their
26 employment.

27 **19.5.2 Professional Licenses.** Employees who have one or more current
28 Washington State professional licenses in the branches of Civil, Mechanical, Electrical, Chemical,

1 Environmental, Sanitary, or Structural shall be paid fifty (\$50) dollars per month. If the professional
2 license is directly applicable to their employment, they will receive an additional fifty (\$50) dollars
3 per month.

4 **19.5.3 Certifications and Professional Designations.**

5 A. Within the terms of this Agreement, certifications include, but are not
6 limited to the following:

- 7 ACI American Concrete Institute Inspection Certification
- 8 AWS American Welding Society Inspection Certification
- 9 DCLU City of Seattle DCLU Special Inspection Certification
- 10 IAIE International Association of Electrical Inspectors
- 11 ICBO International Conference of Building Officials
- 12 NACE National Association of Corrosion Engineers
- 13 American Institute of Certified Planners
- 14 Certified Public Accountant
- 15 Hazardous Waste Certification (when required by the job)
- 16 International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC, AMC
- 17 National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC
- 18 Project Management Institute Certification
- 19 Underground Storage Tank Inspection Certification
- 20 Washington State Associate Brokers License
- 21 Washington State Bar Association
- 22 Washington State Certified Real Estate Appraiser
- 23 One of: Journey Electrician or Master Electrician or Electrical Administrator
- 24 One of: AHERA Asbestos Building Inspector or EPA Lead Inspector
- 25 Wastewater Treatment Operator (applicable solely to the Infrastructure Coordinator
- 26 position)
- 27 Associate Value Specialist
- 28 RCM Facilitator

1 Certified Maintenance and reliability Professional (SMRP)

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

4 C. All employees who have one or more valid certifications as described in
5 Section 19.5.3(A) above in a discipline directly applicable to their employment, shall be paid an
6 additional fifty (\$50) dollars per month per certification up to a maximum of one hundred (\$100)
7 dollars per month. Employees must provide at least bi-annual documentation of a certification to
8 receive compensation, or annually if certification requires annual renewal. Membership in an
9 organization does not qualify an employee for compensation.

10 **19.6 Professional Memberships, Licenses and Examination Reimbursements.**

11 Employees are encouraged to join professional organizations for the purpose of further professional
12 development. The employer recognizes the value of professional affiliation and agrees to reimburse
13 up to \$400 annually for approved individual professional memberships, licenses and/or examinations
14 that are related to the employee's position. An employee should discuss their desired memberships
15 with their supervisor and/or WTD Human Resources to clarify whether it is an approved
16 organization. Organizations or associations that issue the certifications/designations noted in 19.5.3
17 are approved, but as stated below, other restrictions may apply.

18 a. Employees may seek approval for reimbursement using the newly established
19 process (form submission to supervisor for routing and approval). An employee may belong to more
20 than one organization, but total reimbursements will not exceed the annual maximum, as stated
21 above.

22 In situations when multiple employees want to join the same organization, management may
23 approve an agency level membership or limit the number of individual memberships where benefits
24 can be shared among employees. Membership dues covering a period of greater than 12 months will
25 be prorated, but shall not exceed the annual cap.

26 b. Employees may seek reimbursement for professional exams that are relevant to the
27 employee's position and duties. Employees may only seek reimbursement for a particular exam once
28 during that year. The maximum reimbursement is limited to the amount stated above for any

1 combination of memberships and/or exams.

2 **19.7 Pay on Completing Probation.** Newly hired employees (i.e., not including
3 promotions or trial service situations) shall receive a one step increase upon satisfactory completion
4 of the probationary period.

5 **19.8 Pay on Promotion.** An employee who is promoted will be placed either in the first step
6 of the new salary range or at the step which is the equivalent of two steps (approximately five
7 percent) more than the employee's former salary step, whichever is greater, but not to exceed the top
8 step of the new range except as provided for below.

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

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

18 **19.9 Advancement Through Pay Range.** Career Service employees who are not on
19 probation shall advance through the applicable pay range at two step increments, up to step 10,
20 provided the employee does not receive an annual performance evaluation with an overall rating
21 below satisfactory. Advancement beyond the top of the pay range, or above-top-step merit pay, shall
22 be in accordance with King County's Merit Pay Manual, except where such sources conflict with this
23 Agreement or with any established past practice between the parties.

24 Advancement through the new pay range for term-limited temporary employees shall be in
25 accordance with the King County HRD August 2003 TLT Procedures, except where such sources
26 conflict with this Agreement or with any established past practice between the parties.

27 **19.10 Contract Re-opener for Certain Administrative Classifications.** If King County
28 makes changes to the wages for positions in administrative classifications through a coalition

1 bargaining process involving a group of unions and associations including TEA representing
2 administrative classifications, the parties' collective bargaining agreement shall be reopened by the
3 parties for the limited purpose of applying such changes to those administrative classifications
4 covered by said Agreement. The ground rules of the administrative support coalition bargaining are
5 attached as Appendix D. For purposes of this Section, "administrative classifications" shall be
6 limited to: Administrative Specialist classification series, Administrative Office Assistant, and
7 Administrative Staff Assistant.

8 **19.11 Standby Pay.** Non-exempt employees assigned to standby duty with a pager or phone
9 will receive 10 % of their base wage rate for each hour that they are assigned to respond to a call
10 outside their normally scheduled work hours. To qualify for the payment, employees must be in a
11 condition ready and able to report to work while assigned to respond to the call. If the employee
12 reports to work, the employee will be paid at the regular rate and will not receive standby pay during
13 that time. Exempt employees shall not be eligible for standby pay.

14 **19.12 Night Differential.** Non-exempt employees assigned to work at night for periods
15 longer than two weeks will be entitled to a shift premium of 5% of their regular rate of pay for each
16 hour worked between 8 pm and 4 am. Exempt employees shall not be eligible for night shift
17 differential.

18 **19.13 Salary Study Subject to Mediation and Fact Finding.** The parties to this agreement
19 will participate in a joint salary study for the successor agreement commencing not later than six
20 months prior to the expiration of this Agreement. If the parties fail to reach agreement on wage rates,
21 the parties will simultaneously (1) request the assistance of an impartial third party selected by the
22 parties; if the parties cannot reach agreement, then the mediator will be selected through the Public
23 Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder
24 pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding
25 hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to
26 the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall
27 consider the market position of the classifications and the economic circumstances of the employer in
28 making his or her recommendations. The fact finding will be concluded no later than sixty (60) days

1 after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder
2 shall be borne equally by the parties.

3 **a. Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such
4 agreement, the parties will request a panel from the Public Employment Relations Commission and
5 will select a fact-finder through mutual striking.

6 **b. Hearing.** The hearing procedure shall be determined by the fact-finder but shall be
7 conducted fairly and expeditiously.

8 **c. Recommendation.** Prior to issuing a formal recommendation, the fact-finder will
9 meet informally with the parties to inform them of his or her findings. Thereafter, the parties will
10 have one week to reach an agreement. If the parties are unable to reach agreement the fact finder
11 shall issue his or her non-binding decision.

1 **ARTICLE 20: 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 21: PRODUCTIVITY INCENTIVE FUND**

2 **21.1 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 **21.2 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 21.4. The fund shall be managed as defined in Article 21.4.

20 **21.3 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 **21.4 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 21.2, 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 22: 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 23: 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 24: SPECIAL CONDITIONS**

2 **24.1 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., benefit time or extended sick leave, compensatory time-off, leaves of absence) will have hours
13 deducted from 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 benefit time or comp time (hourly employees), or
18 accrued benefit time or executive leave (FLSA exempt employees), or the time will be charged as
19 leave-without-pay for the scheduled work day. A department director or designee shall make the
20 determination as to which employees are essential and, consequently, which employees are required
21 to report for work 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, benefit time, or leave without pay to cover absences due to
27 inclement weather. Extended sick leave may not be used to cover absences due to inclement weather.

28 **24.2 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 **24.3 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 **24.4 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.

1 **ARTICLE 25: RETIREMENT**

2 All eligible employees shall be covered by the Public Employee Retirement System.

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1 **ARTICLE 26: 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.

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

1 **ARTICLE 27: 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 Regarding Health Benefits (executed
4 December 4, 2006), attached hereto as Appendix C and as further modified by the Memorandum of
5 Agreement Regarding Health Benefits for 2010-2012.

6 The terms of the 2007-2009 Memorandum of Agreement regarding Health Benefits will
7 remain in effect until December 31, 2009 and continue throughout the term of this contract as
8 applicable. On January 1, 2010 new and additional terms contained in the Memorandum of
9 Agreement regarding Health Benefits for 2010-2012 between King County and Unions representing
10 King County Employees (attached in Appendix C) will go into effect superceding the 2007-2009
11 MOA, provided that Article 10 "Confidentiality of Information" from the 2007-2009 MOA will
12 remain in effect throughout the duration of this agreement. Article 10 shall extend to any applicable
13 vendor(s) replacing or in addition to Harris Health Trends.

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

1 **ARTICLE 28: 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 from July 1, 2008 until December 31, 2010.

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APPROVED this 2nd day of October, 2009.

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By: 
King County Executive

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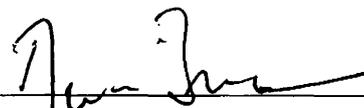
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18 For the Association:

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Roger Browne, President
Technical Employees Association

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Union Code: W4

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4 APPENDIX A
WAGE ADDENDUM

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Job Class Code	PeopleSoft Job Class Code	Classification	Range*
4200100	421112	Administrative Office Assistant	29
4201100	421214	Administrative Specialist I	33
4201200	421324	Administrative Specialist II	37
4201300	421415	Administrative Specialist III	41
4201400	421511	Administrative Specialist IV	46
2810000	281109	Administrative Staff Assistant	48
2810100	281209	Administrator I	50
2810200	281307	Administrator II	56
7320200	734508	Applications Developer-Journey	60
7320400	734708	Applications Developer-Master	70
2131100	214109	Business and Finance Officer I	53
7114300	712302	Capital Project Manager I	55
7114400	712402	Capital Project Manager II	60
7114500	712502	Capital Project Manager III	67
7114600	712602	Capital Project Manager IV	70
7117100	715102	Construction Management I	53
7117200	715202	Construction Management II	58
7117300	715302	Construction Management III	63
7117400	715402	Construction Management IV	67
7117500	715502	Construction Management V	70
7117600	715603	Construction Management VI	73
2215100	223802	Contract Specialist I	56
2215200	223902	Contract Specialist II	61
4300100	431208	Customer Service Specialist I	32
4300200	431312	Customer Service Specialist II	36
7118100	716002	Designer I	43
7118200	716102	Designer II	47
7118300	716202	Designer III	52
7118400	716303	Designer IV	54
7118500	716402	Designer V	59

Job Class Code	PeopleSoft Job Class Code	Classification	Range*
7322100	735108	GIS Specialist-Entry	55
7322200	735209	GIS Specialist-Journey	60
7322400	735408	GIS Specialist-Master	70
7322300	735309	GIS Specialist-Senior	65
2441100	243110	Project/Program Manager I	53
2441200	243212	Project/Program Manager II	58
2441300	243312	Project/Program Manager III	63
2441400	243404	Project/Program Manager IV	68
2634100	264802	Real Property Agent I	49
2634200	264902	Real Property Agent II	55
2634300	265002	Real Property Agent III	61
2634400	265102	Real Property Agent IV	67
7116100	713602	WasteWater Engineer I	54
7116200	713702	WasteWater Engineer II	59
7116300	713802	WasteWater Engineer III	63
7116400	713902	WasteWater Engineer IV	67
7116500	714002	WasteWater Engineer V	70
7116600	714103	WasteWater Engineer VI	73
1075200	108903	Water Pollution Control Maintenance Manager	75
2430100	242102	Water Quality Planner/Project Manager I	53
2430200	242205	Water Quality Planner/Project Manager II	58
2430300	242305	Water Quality Planner/Project Manager III	63
2430400	242404	Water Quality Planner/Project Manager IV	68

* All salary ranges are on the King County "Squared" Salary Schedule.

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, 14.3, 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

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APPENDIX C

MEMORANDUM OF AGREEMENT

Regarding

Health Benefits

For Represented Benefits-Eligible Employees within the

Wastewater Treatment and Transit Divisions

By and Between King County and

Technical Employees Association

Whereas, the parties have bargained in good faith regarding health insurance benefits for 2006, the parties hereby agree as follows:

1. The health care plans in effect for 2005 will be offered for 2006. Specifically, there will be three medical plans – the KingCare Basic, the KingCare Preferred and the Group Health plans that will be offered to all benefit-eligible employees under the terms set forth in this Agreement.

During the bargaining for successor agreements covering all four TEA-represented bargaining units, the County will offer these same or substantially similar plans as well as the opportunity to participate in the wellness assessment and individual action plan portion of the Healthy IncentivesSM Program. As soon as practicable after a ratified contract or an interest arbitration award, employees will be placed on the new benefit plans at the level earned in 2006 as set forth in Paragraph 17. Pending placement into the appropriate level, employees will remain on a substantially similar plan to the health plans currently in effect.

2. Effective February 18, 2006, benefit-eligible employees will begin participating in the Healthy IncentivesSM Program to determine their out-of-pocket expense levels for 2007 as provided in Paragraph 17 of this Agreement. Effective January 1, 2007, benefit eligible employees will participate in the program to determine their out-of-pocket expense levels for 2008. In 2008, benefit-eligible employees will participate in the program to determine their out-of-pocket expense levels for 2009.

3. The Healthy IncentivesSM Program, effective January 1, 2007 through December 31, 2009, will have the following components:

- There will be two benefit plans: KingCare (a preferred provider option) and Group Health (a health maintenance organization). For each benefit plan, there will be three levels of out-of-pocket expenses: a low (gold level), medium (silver) and higher (bronze).
- The out-of-pocket expenses associated with each of the three levels for the two plans are set forth in Attachment A to this Agreement.

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Technical Employees Association - [425] Department of Transportation – Staff and Supervisors

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- Effective January 1, 2007, the copay for emergency room services shall increase to \$100/visit (waived if admitted) on both the KingCare and Group Health plans. This copay increase shall apply to each out-of-pocket expense level in each of the two plans.
- In addition to the out-of-pocket expenses, the plans will have a benefit access fee of \$35 per month. This fee shall apply only to benefit-eligible employees covering a spouse or domestic partner on the County's plans when that spouse/domestic partner has access to medical coverage through his/her employer. This fee shall not apply to employees whose spouse/domestic partner is also a King County employee. The fee will be assessed through regular payroll deduction in two equal parts (\$17.50) in the first two pay periods of each month. To the extent allowable by law, the fee will be deducted pre-tax.

4. Definition of Completion for Earning Gold Out-of-Pocket Expense Level

The following defines what is completion for the purposes of earning the gold out-of-pocket expense level. The timetable for completion for the purposes of earning the gold out-of-pocket expense level for 2007 is set forth in Paragraph 17.

a) Current Employees

Benefit-eligible employees on the payroll as of January 1 of each calendar year are required to complete the wellness assessment and participate in an individual follow-up program.

Benefit-eligible employees who take the wellness assessment by January 31 *and* complete an individual action plan by June 30 will be eligible for the gold out-of-pocket level. If an employee covers a spouse/domestic partner on the medical plan, the spouse/domestic partner must also take the wellness assessment by January 31 and complete an individual action plan by June 30. For purposes of this Agreement, an employee will be considered to have completed their individual action plan and in turn qualify for the gold out-of-pocket expense level by taking the specific actions associated with their risk profile outlined below.

Based on the data provided in the wellness assessment, Harris HealthTrends, Inc. will assign employees and spouses/domestic partners who take the wellness assessment one of three risk profiles: low, moderate, or high. Completion requirements to attain the gold out-of-pocket expense level are as follows:

- **Low Risk Profile Participants:** Fill out an online or paper log of activities for eight (8) weeks and return the completed log to Harris HealthTrends. Participation must commence no later than March 15 and the log must be returned to Harris HealthTrends no later than June 30.
- **Moderate Risk Profile Participants:** Accept at least three (3) coaching telephone calls from a health coach at Harris HealthTrends for a period of at least ninety (90) days. The 90-day time period begins with the first coaching call. The 90-day period

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will be extended as needed until the participant participates in three coaching calls. Participation must be commenced no later than March 15 and the three (3) coaching calls over a period of at least 90 days must be completed no later than June 30. Moderate risk profile members will be eligible and encouraged to receive an additional three months of coaching at no expense.

- **High Risk Profile Participants:** Accept at least three (3) coaching telephone calls from a health coach at Harris HealthTrends for a period of at least ninety (90) days. Participation must be commenced no later than March 15th and the three (3) coaching calls over a period of at least 90 days must be completed no later than June 30th. High-risk profile members will be eligible and encouraged to receive an additional nine months of coaching at no expense.

No other personalized actions are required of participants other than those identified above.

b) New Hires

Employees hired or who become benefits-eligible after January 1 of each calendar year earn the gold out-of-pocket expense level by completing the wellness assessment within fourteen (14) days of attending New Employee Orientation. Their spouse/domestic partner must also complete the wellness assessment within fourteen (14) days of the employee's attendance at New Employee Orientation for the covered family members to receive the gold out-of-pocket expense level.

c) Effect of Adding/Dropping a Spouse/Domestic Partner after January 1 of each year

- **Adding:** If an employee adds a spouse/domestic partner after January 1 of any calendar year, the spouse/domestic partner will automatically receive benefits at the employee's earned out-of-pocket expense level for the remainder of that benefit year.
- **Dropping:** If an employee drops a spouse/domestic partner after January 1 of any calendar year, the employee will remain at the out-of-pocket expense level both employee and spouse/domestic partner had earned for the remainder of the benefits year.

d) Return from Unpaid Leave of Absence

An employee who returns to work from an unpaid leave of absence in excess of thirty days and who has exhausted his/her FMLA and KC FMLA leave entitlement will be treated as a new hire (and covered under the rules set forth in paragraph 2(b) above) when the employee returns to active status.

e) Opt Out of Medical Returning to Medical Insurance Coverage

Employees who are returning to County medical plans after having opted out of medical insurance will be placed in the out-of-pocket expense level that they earned for that

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benefit year. If they are covering themselves and their spouse/domestic partner, they will be placed at the out-of-pocket expense level that both the employee and the spouse/domestic partner earned for that year.

f) COBRA/Retirees

Any employee who purchases the plan as a retiree or a participant who purchases the plan under COBRA will be eligible for the same out-of-pocket expense level as they had earned while in active employment.

5. Criteria for Earning Silver Out-of-Pocket Expense Level

Employees who take the wellness assessment by June 30 but who do not complete an individual action plan will be eligible for the silver out-of-pocket expense level. If an employee covers a spouse/domestic partner on the medical plan, the spouse/domestic partner must also take the wellness assessment by June 30 for both to be eligible for the silver out-of-pocket expense level.

6. Criteria for Earning Bronze Out-of-Pocket Expense Level

Employees who do not take the wellness assessment by June 30 will be eligible for the bronze out-of-pocket expense level. If an employee covers a spouse/domestic partner on the medical plan and the spouse/domestic partner does not take the wellness assessment by June 30, both the employee and the spouse/domestic partner will be eligible only for the bronze out of pocket expenses level.

7. Appeals

At the end of July, Harris HealthTrends will provide reports determining the completion of the wellness assessments and individual action plans by employees and their spouses/domestic partners. Employees who disagree with the reports may appeal that determination directly with Harris HealthTrends during the month of August. Employees may also request a review and present any supporting documentation to the King County Benefits and Retirement Operations Section (BROS) of the Finance and Business Operations Division of the Department of Executive Services. Either the Union or BROS may bring an issue requiring resolution to a Labor Management Insurance Committee that the County and TEA will form to review and determine if further action, including referral to a different forum, is appropriate.

8. Wellness Assessment & Personalized Follow-up Programs

Completion of the wellness assessment and personalized follow-up program shall be done on employees' own (*i.e.*, non-work) time; non-work time includes employees break and lunch

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periods as well as before and after work. Employees may use County-issued equipment such as computers and phones to complete their wellness assessment and follow-up programs.

9. The parties acknowledge that improvements and innovations in the health care delivery system may occur during the term of this Agreement that will improve the plan design and support the program goals, which are to improve the health of employees and their families and to decrease the increased costs of health insurance between 2007-2009 by one-third. The parties agree that new features may be added during the term of this Agreement to improve the plan design and to support the program's goals. The parties further agree that, upon mutual agreement, the plan may be modified to take advantage of improvements and innovations consistent with the program goals. In addition, the County will develop methods of monitoring the program's progress in meeting its overall goals. If the program is not having the desired effects, the parties agree to explore and implement effective plan design changes to improve the program's success.

10. Confidentiality of Information

Employees may be required to complete the release set forth in Attachment B to this Agreement to allow for the development of an employee's individual action plan. All individual health information collected in any of the health care programs outlined herein will be held by a vendor external to the County in accordance with strict adherence to the Health Insurance Portability and Accountability Act (HIPAA) guidelines, regardless of whether the vendor(s) are covered entities under HIPAA. For purposes of this Agreement, the individually identifiable information from the Wellness Assessment and individual action plans will be considered protected under HIPAA. Employees do not have to answer every question on the wellness assessment. However, they are encouraged to answer as many questions as possible so Harris HealthTrends can provide an appropriate individual action plan.

11. Dental & Vision Insurance Benefits

The parties agree to extend the current plan designs without changes in coverage during the term of this Agreement. The County retains the right to change plan administrators, based upon competitive bidding procedures.

12. Retirees

The parties agree that for the duration of this Agreement retirees will continue to have available, under the same conditions that exist presently, the same plans as offered to active employees. The County will explore possible participation by retirees in some or all aspects of the Healthy IncentivesSM Program.

Technical Employees Association – [424] Wastewater Treatment Division, Department of Natural Resources & Parks, Staff and Supervisor Units

Technical Employees Association - [425] Department of Transportation – Staff and Supervisors

424&425U0106

Page 5 of 7

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428C0109_Appendix C

13. VEBA

Effective January 1, 2007, bargaining units may opt into participation in the Voluntary Employee Beneficiary Association (VEBA), which is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). The County's understanding is that if a bargaining unit opts to participate in the VEBA, all employees in positions covered by the bargaining unit must participate. If the Internal Revenue Service code allows for individual choice, such right to choice shall be included as part of the VEBA plan offered.

If a retiring employee is in a bargaining unit that has opted to participate in the VEBA plan, the County will transfer funds equal to that participating employee's cash-out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the VEBA trust account in lieu of the regular cash-out to the employee, not in addition to the regular cash-out, subsequent to any individual choice set forth above.

The parties agree to reopen this Agreement in the event the Internal Revenue Service alters its VEBA plan rules.

14. Total Agreement

This Memorandum of Agreement comprises the entire Agreement of the parties with respect to the matters covered herein, and no agreement, statement or promise made by any party that is not included within this memorandum shall be binding or valid. This Agreement may be modified or amended only by a written amendment executed by all parties hereto. The parties agree that this is part of overall bargaining on successor agreements. TEA does not agree by this Agreement to be placed on the benefit plans until and unless there is an agreement or an award to that effect. However, TEA does agree to the contours of the plans and the eligibility requirements set forth herein. This Agreement may not be used as evidence at any interest arbitration that TEA has accepted placement on the plan.

15. Severability

The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.

16. Term of this Agreement

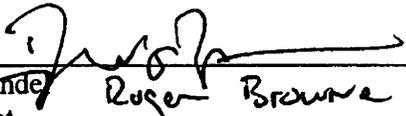
This Agreement shall be in effective from January 1, 2006 through December 31, 2009.

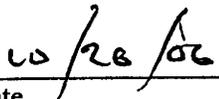
17. Timeline for completion for the purposes of earning the gold level of out-of-pocket expenses for 2007

Effective February 18, 2006, employees may begin completing the wellness assessment. If an employee and covered spouse/domestic partner have completed the wellness assessment by March 6, 2006 on line (or by February 24 if by paper) and complete their individual action plans (plans as described in Paragraph 4 above) by July 31, 2006, the employee will be eligible for the gold level of out-of-pocket expenses.

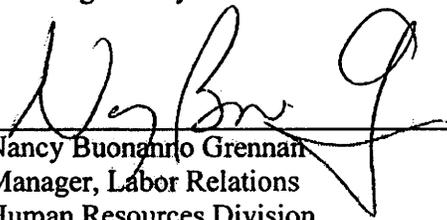
Employees and their covered spouses/domestic partners have until July 31, 2006 to complete the wellness assessment to be eligible for the silver level of out-of-pocket expenses.

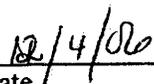
For Technical Employees Association:


Eric Mandel
President


Date

For King County:


Nancy Buonanno Grennan
Manager, Labor Relations
Human Resources Division
Department of Executive Services


Date

MEMORANDUM OF AGREEMENT
Regarding
Health Benefits for 2010 - 2012
For Represented Benefits-Eligible Employees
By and Between King County
and
Unions Representing King County Employees

Whereas, certain designated representatives of the County and the Unions signatory hereto have agreed to participate in discussions as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purposes of reviewing, studying and making recommendations relative to the County's existing medical, dental, vision and life insurance programs; and

Whereas, collective bargaining agreements between King County and the unions representing its employees, with the exception of the King County Police Officers Guild, contain language adopting the recommendations of the JLMIC; and

Whereas, the County and the Unions signatory hereto have agreed to plan modifications for 2010 - 2012 to maintain the strength of the plan while recognizing the County's budget situation.

Therefore, having bargained in good faith, the JLMIC hereby agrees to the following benefit plan design change for 2010 - 2012.

1. The terms of the 2007 - 2009 Memoranda of Agreement will remain in effect through December 31, 2012 with the following modifications. Those agreements are attached hereto.

2. **In-Network Out of Pocket Expense Levels.** The following are the changes to KingCareSM benefits agreed to by the parties

	Gold	Silver	Bronze
Deductible	\$300 / \$900	\$600 / \$1,800	\$800 / \$2400
Annual Out of Pocket Maximum	No Change	No Change	No Change
Coinsurance (in-network/out of network)	85% / 65%	75% / 55%	75% / 55%

3. **Prescription Drug Coverage.** The parties agree to the following schedule for Rx co-pays

Drug Type	Retail (1 month supply)
Generic	\$7
Dispense as Written:	\$22
Preferred Brand	\$30
Dispensed as Written:	\$45
Non-preferred Brand	\$60

Home delivery will continue to be two times retail for a 90-day supply.

4. Rx Out of Pocket Maximum. The annual out of pocket maximum for prescription drugs will be \$1,500 individual/\$3,000 family.

5. Progressive Medication Program. The JLMIC agrees to adopt the progressive medication program ("PMP") as described by Express Scripts in their August 5, 2008 presentation, except that the program will include the following therapy classes:

NSAID,
Statin,
PPI,
Hypnotics,
Leukotrienes,
ARB/ACE,
Bisphosphonates,
Nasal Steroids,
SSRI and Other Antidepressants,
Antivirals,
Non-sedating Antihistamines, and
Overactive Bladder.

The PMP will include grandfathering of plan members currently taking drugs in one of the drug classes.

The following describes the PMP, according to the August 5, 2008 presentation.

Progressive Medication Program. PMP is a program especially for people who take prescription drugs regularly (maintenance medication) for ongoing conditions like pain and inflammation, high cholesterol, ulcer disease, sleep disorders, asthma, and high blood pressure. It helps members get an effective medication to treat their condition while keeping the costs for members and the plan as low as possible.

Front-Line and Backup Drugs.

- Drugs are grouped according to copayment amounts.
- Front-line drugs - the first step - are generic drugs proven safe, effective and affordable. These drugs should be tried first because they provide the same health benefit as more expensive drugs, at a lower cost.
- Back-up drugs - Step 2 and Step 3 - drugs are brand-name drugs such as those you see advertised on TV. There are lower-cost brand drugs (Step 2) and higher-cost brand drugs (Step 3). Back-up drugs cost more than front-line drugs.
- The PMP is developed under the guidance and direction of independent, licensed doctors, pharmacists and other medical experts. Together these experts review the most current research on thousands of drugs tested and approved by the FDA for safety and effectiveness. Then they recommend appropriate prescription drugs for PMP.

Grandfathering.

- Only members who have new, first time prescriptions for a drug that is in one of the designated PMP therapy classes are affected by this program.
- Members who are already taking second or third line back-up drugs continue getting their prescriptions without interruption (they will be "grandfathered" for the back-up drug.)

Pharmacy Process

- When a new prescription is presented to the pharmacist, the pharmacist will look to see what is covered.
 - If the drug is not on the first-line list, the pharmacist will call the physician to discuss if the first-line drug is appropriate for the member.
 - Most of the time, the pharmacist will reach the physician, and 1 of 2 things will happen:
 - The physician will write a new prescription for the lower cost front-line drug, or
 - The physician will complete the clinical criteria to allow the back-up second or third line drug.
 - Occasionally, the pharmacist may not be able to reach the physician while the member is in the pharmacy.
- In all cases the member will be able to leave the pharmacy with either a full month's supply of an appropriate drug, or a small supply (five-day) of the prescribed medication to take while the prescription is being processed.

6. **Dental.** The JLMIC agrees to increase the maximum annual benefit for dental care to \$2,500 per plan member.

7. **Benefit Access Fee.** The JLMIC agrees to increase the benefit access fee to \$50.

8. **Healthy Incentives.** The JLMIC agrees to the continuation of the Healthy Incentives Program and the supportive environment necessary to make it effective.

9. **Employee Education.** In order to implement and administer this Memorandum of Agreement, the County commits to provide resources to adequately implement and administer the benefits program agreed to herein.

10. **Reopener.** The parties may reopen by mutual agreement.

11. **Further Study.** The parties agree to continue to study options including the Washington Teamsters Welfare Trust and the Washington State Public Employees Benefits Board Plan.

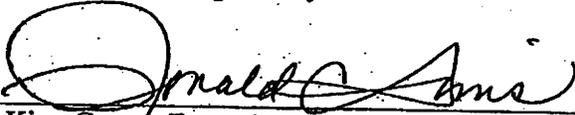
12. Term, Total Agreement & Severability.

A. **Total Agreement.** This agreement comprises the entire Agreement of the parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party which is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.

B. Severability. The provisions of the Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.

C. Term. This Agreement shall be in effect from January 1, 2010 through December 31, 2012.

On behalf of King County:

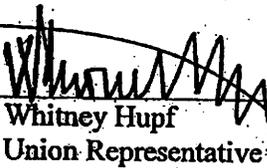


King County Executive

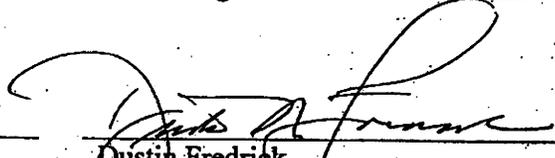
MARCH 27, 2009

Date

On behalf of the Unions Participating in the Joint Labor Management Insurance Committee:



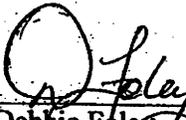
Whitney Hupf
Union Representative
International Federation of Professional and
Technical Engineers, Local 17



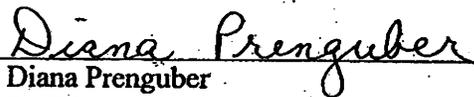
Dustin Fredrick
Business Manager
Public Safety Employees Union

Tracey A. Thompson
Secretary-Treasurer
International Brotherhood of Teamsters
Local 117

Lance F. Norton
President/Business Agent
Amalgamated Transit Union, Local 587

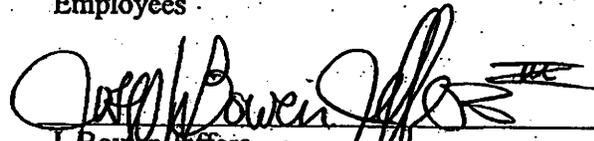


Debbie Foley
Organizer/Representative
Service Employees International Union,
Local 925



Diana Prenguber
Staff Representative
Washington State Council of County and City
Employees

Randy Weaver
Vice President
King County Corrections Guild



J. Bowen Jeffers
Business Representative
Laborers' International Union of North
America, Local 1239

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APPENDIX D

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
 - Fiscal Specialist 1-4
 - Administrative Specialist 1-4
 - Customers Service Specialist 1-4
 - Technical Information Processing Specialist 1-4
 - Administrative Office Assistant
 - Medical Application Specialist (Health)
 - Administrative Specialist Supervisor (Health)
 - Administrative Staff Assistant
 - ~~(Application Worker? Social Services Specialist?)~~
 and any other classification that the parties may agree to include during the course of negotiations.

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**
 - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

 - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

 - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

 - D. **Location.** Bargaining sessions will be held at downtown County facilities.

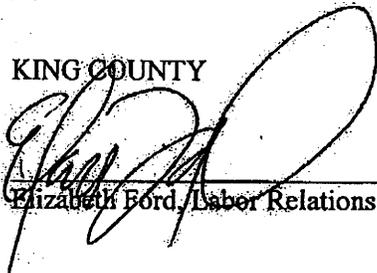
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
 - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
 - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.

KING COUNTY



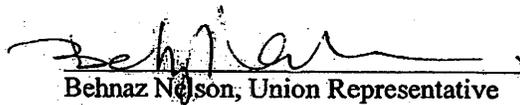
Elizabeth Ford, Labor Relations Manager

IFPTE, LOCAL 17

TEAMSTERS LOCAL UNION NO. 117

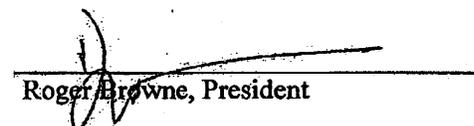


Spencer Nathan Thal, General Counsel



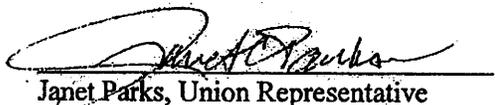
Behnaz Nelson, Union Representative

IFPTE, LOCAL 17

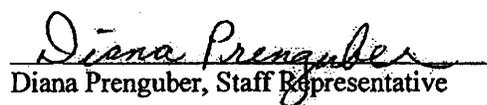


Roger Browne, President

WSCCCE, Council 2

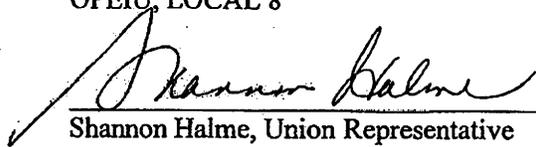


Janet Parks, Union Representative



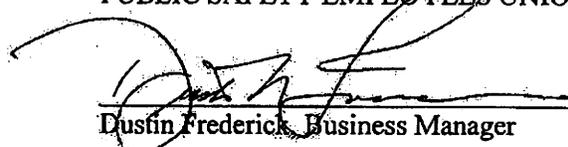
Diana Prenguber, Staff Representative

OPEIU, LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager

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APPENDIX E
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES ASSOCIATION (WASTEWATER TREATMENT
DIVISION, DEPARTMENT OF NATURAL RESOURCES & PARKS, STAFF)

Subject: Regarding 2009 Emergency Budget Furlough

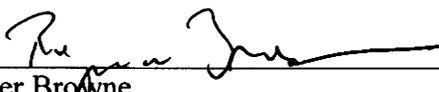
King County and the Technical Employees Association, representing staff in the Wastewater Treatment Division, Department of Natural Resources and Parks, having bargained in good faith regarding the 2009 Emergency Budget Furlough, hereby agree as follows:

1. The Technical Employees Association agrees to the terms of the Memorandum of Agreement by and Between King County and Members of the King County Coalition of Unions Addressing the 2009 Budget Crisis ("Memorandum of Agreement", attached hereto as Attachment 1) with the following modifications: Paragraphs 15 and 21 shall not apply.

2. The scope of this agreement shall exclude the Wastewater Staff bargaining unit employees covered by the pending change of representation petition in the Project Control and Contract Management Unit.

3. TEA agrees to waive its rights to remedies potentially available to Wastewater staff members as a result of the pending ULP except for those employees in the Project Control and Contract Management Unit.

For Technical Employees Association:



Roger Browne
President

9/30/09

Date

For King County:



Amy Bann
Labor Negotiator
Human Resources Division
Department of Executive Services

9/30/09

Date

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APPENDIX E: ATTACHMENT 1
MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
MEMBERS OF THE KING COUNTY COALITION OF UNIONS
ADDRESSING THE 2009 BUDGET CRISIS

WHEREAS the County is experiencing a financial emergency;

WHEREAS, effective January 1, 2009, the County will eliminate hundreds of positions;

WHEREAS a majority of the County's collective bargaining agreements provide for yearly increases based on 90% of the September to September Urban Wage Earners and Clerical Workers Consumer Price index (CPI);

WHEREAS the CPI has historically produced wage increases of between 2% and 3%;

WHEREAS, as the result of the national financial crisis, the County's revenues are significantly restricted while, simultaneously, the CPI will dictate a cost of living adjustment established at 4.88% for 2009;

WHEREAS substantially shutting down all but essential County services for ten days would produce significant savings and preserve employees' COLA, merit and step pay; and

WHEREAS the parties will through this agreement help to preserve essential services and reduce the layoffs necessary during 2009.

NOW THEREFORE, King County and the undersigned unions agree as follows.

1. The County will substantially shut down most of its facilities on the following days during the 2009 calendar year requiring mandated leave by all eligible County employees:

- Friday, January 2, 2009
- Friday, February 13, 2009
- Friday, April 10, 2009
- Friday, May 22, 2009
- Friday, June 19, 2009
- Monday, July 6, 2009
- Friday, September 4, 2009
- Monday, October 12, 2009
- Wednesday, November 25, 2009
- Thursday, December 24, 2009

2. Employees that regularly work 80 hours in a two-week pay period will take the above-referenced days off, unpaid, to the extent that they are regularly scheduled to work on those days. To the extent that one or more of the above-referenced days falls on a regularly scheduled day off, the affected employee will schedule alternate furlough day(s) such that the amount of furlough equates to an 80 hour furlough. Employees that regularly work less than 80 hours in a two week pay period will be furloughed on a pro-rated basis. Regular holiday pay will not be impacted.

3. Employees in a position earning \$16.92 per hour or less during the pay period of a mandated leave day may, for that mandated leave day, use their vacation leave or accept donated vacation leave to cover their pay for that day.

4. With approval from management, employees may voluntarily donate vacation leave to employees in a position earning \$16.92 per hour or less or below during the pay period of a mandated leave day for the sole purpose of helping these employees preserve their pay during the mandated leave. Unused donated leave will remain with the donee and will not revert back to the donor.

5. Employees enrolled in the PERS 1 or PERS 2 program who submit letters of intent to retire to the County during calendar years 2009 or 2010 may, for their mandated leave days, use vacation leave. Should any employee who submits such notice not retire during 2009 or 2010, an additional amount of vacation, equal to the number of vacation days that were used for mandated leave in 2009, will be deducted from their leave banks at the end of the respective calendar year.

6. Employees may not perform County work while on a mandated leave day or work additional hours during the workweek to make up for the mandated leave time. Mandatory unpaid leave during the County's shut-down days is non-compensable time under the Washington Minimum Wage Act (WMWA) and the Fair Labor Standards Act (FLSA) and will not count as hours worked towards the overtime threshold; provided that unique issues will be dealt with pursuant to paragraph 11.

7. FLSA exempt employees may not work time in excess of a standard schedule during the weeks that contain mandated leave days. FLSA exempt employees must record the days and hours they worked and the days and hours they did not work during pay periods including a mandatory leave day.

8. Vacation and sick leave accruals will continue during mandated leave days. Where an employee is denied vacation time as the result of the Department's necessity to schedule mandated leave time, the employee may carry over vacation in excess of the cap.

9. Medical, dental, vision and any other insured benefits will be unaffected by the mandated leave except where an employee is on unpaid status for 30 consecutive days or more.

10. Mandatory unpaid leave will not count as a break in service and shall not affect seniority or step advancement. Probationary periods will not be impacted in that mandatory leave days will not add to the length of probation.

11. The applicable union and departmental management will meet as necessary to discuss any other issues related to the implementation of the mandatory leave days, with the goal that all eligible employees will serve equitable mandated leaves. Discussions may include how to implement the mandated leave for employees on alternative work schedules or part-time employees.

12. With approval from management, employees will be permitted to take additional unpaid leave beyond the established mandatory leave days. FLSA-exempt employees must take voluntary unpaid leave in full workweek increments. Hourly employees may take voluntary unpaid leave in hourly increments. Supervisors and managers are strongly encouraged to approve these requests unless operational needs preclude them from doing so. However, unpaid leave days should not be granted if it will result in the need for another employee to work overtime to perform the duties that would otherwise be completed by the employee taking the unpaid leave day(s) or otherwise result in net loss of County revenue.

13. For signatory unions with contracts expired or expiring in 2009, the County will agree to extend the COLA, merit and step wage provisions through 2010.

14. To the extent this agreement conflicts with any provisions of collective bargaining agreements or any County procedures or guidelines, this agreement controls.

15. By October 30, 2008, the County will produce to the unions a list of furlough-ineligible classifications and work units within the Executive Branch. Furloughs for employees, classifications and work units within the Executive Branch will be for no less time and under circumstances not more favorable than the employees furloughed pursuant to this Agreement. The County may make minor adjustments to the October 30, 2008 list as needed for error, emergent circumstances, or King County Council action.

16. The County agrees to provide notice to all impacted County employees about the 2009 mandatory leave as soon as practicable.

17. The County acknowledges and recognizes that as a result of the shut-downs, less work will be performed and that certain delays and/or reductions in service may result. Work expectations shall be commensurate with the reduced schedule.

18. The parties agree that employees furloughed in 2009 will receive the equivalent of the time on furlough in furlough replacement time. One half of the time will be awarded in 2010 and one half in 2011, unless the County is in an officially declared and Council sanctioned financial emergency. Any unused furlough replacement time will expire at the end of the calendar year in which it was provided.

19. The County commits that, with respect to the undersigned parties, these furloughs will avoid additional 2009 layoffs that would otherwise have been necessary. In 2009, however, the County may need to layoff further employees as a result of changed or unforeseen circumstances or seasonal business needs.

20. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this agreement.

21. The parties acknowledge that this agreement is subject to approval by the King County Council.

22. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure; provided that if more than one Union has the same or similar dispute, the grievances shall be consolidated.

APPROVED this 13 day of NOVEMBER, 2008.

By: 
King County Executive



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Technical Employees Association (Wastewater Treatment Division, Department of Natural Resources and Parks, Staff) and Memorandum of Agreement
Labor Negotiator
Amy Bann

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA? X 1</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>
1. The bargaining unit is moving to a benefit time leave system that is previously established in the Wastewater Treatment Division. It will replace the vacation, holiday and sick leave provisions of the prior agreement. The employees will have the option to cash out up to 40 hours of benefit time per year, and may transfer up to 100 hours of sick leave into their benefit time bank on a one-time basis.
2. The agreement includes standard county COLA (90% CPI-W) for 2009 and 2010.
3. The union agrees to the 2009 furlough Memorandum of Agreement.
4. New pay provisions include: 10% standby pay and 5% night differential for hourly employees; meal reimbursement benefit for employees held over; and expanded reimbursement for professional memberships, licenses, and exams.
5. The bargaining unit adopts King County's medical insurance benefit plan as agreed to by the Joint Labor Management Insurance Committee for 2010-2012.
6. Bereavement leave shall be permitted up to three days per occurrence rather than three days annually.

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CONTRACT SUMMARY

CONTRACT: **Technical Employees Association (Wastewater Treatment Division, Department of Natural Resources and Parks, Staff) and Memorandum of Agreement**

TERM OF CONTRACT: **July 1, 2008, through December 31, 2010**

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: The employees in this bargaining unit provide the technical skills related to the planning, design, engineering and construction of King County’s wastewater treatment services.

NEGOTIATOR: **Amy Bann**

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	The contract provides for seniority-based layoffs, with the ability to retain certain employees involved in critical projects.
➤ INTEREST-BASED BARGAINING:	The parties used a collaborative approach to these negotiations.
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	The bargaining unit will move to a benefit time system that includes cash-out provisions, consistent with a previously established model in the Wastewater Treatment Division.
➤ DIVERSITY IN THE COUNTY’S WORKFORCE:	The contract contains language prohibiting discrimination in the terms and conditions of the bargaining unit’s members’ employment with King County.
➤ CONTRACTING OUT OF WORK:	The contract prohibits the contracting out bargaining unit work except in instances of emergency or necessity.
➤ LABOR / MANAGEMENT COMMITTEES:	This contract does not provide for a labor-management committee.
➤ DISCIPLINE & GRIEVANCES:	The contract provides a just cause standard for discipline of career service employees. The contract contains a grievance procedure which encourages resolution at the lowest level and continues through arbitration.
➤ MEDIATION:	The contract contains a provision whereby grievances may be formally advanced to mediation prior to going to arbitration.
➤ CONTRACT CONSOLIDATION:	The bargaining unit contains all non-supervisory employees in the Project Planning and Delivery Section, Brightwater Section, Resource Recovery Section and Environmental and Community Services Section.

CONTRACT SUMMARY

CONTRACT: **Technical Employees Association (Wastewater Treatment Division, Department of Natural Resources and Parks, Staff) and Memorandum of Agreement**

COUNCIL POLICY	COMMENTS
➤ <i>BENEFITS TRUST PLAN:</i>	N/A
➤ <i>HEALTH BENEFITS COST SHARING:</i>	This contract adopts the county's Joint Labor Management Insurance Committee health benefits plan.
➤ <i>RELEASE TIME:</i>	Bargaining unit employees were afforded release time to participate in negotiations.
➤ <i>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</i>	The parties were diligent to negotiate this contract as expeditiously as possible.
➤ <i>TIMELINESS OF IMPLEMENTATION:</i>	The county has begun preparations to ensure the changes to the contract are implemented as soon as practicable.
➤ <i>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</i>	The contract provides for the employment of temporary and part-time workers consistent with King County policy.
➤ <i>USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:</i>	The contract contains the county's family and medical leave provisions as provided for in King County Code chapter 3.12.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT:

Technical Employees Association (Wastewater Treatment Division, Department of Natural Resources and Parks, Staff) and Memorandum of Agreement

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	Wages under this contract are paid pursuant to the county's bi-weekly payroll system.
➤ INTEREST ARBITRATION ELIGIBLE:	This bargaining unit is not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	The contract contains language prohibiting strikes or other similar concerted activities.
➤ ADDITIONAL LEAVE PROVISIONS:	None.
➤ HOURS OF WORK:	The employees in this bargaining unit work 40-hour work weeks, unless part-time, and have alternative work schedules available to them.
➤ PERFORMANCE EVALUATIONS:	The employees in this bargaining unit receive performance evaluations on a regular basis.

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FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	Technical Employees Association (Wastewater Treatment Division, Department of Natural Resources and Parks, Staff)		
Effective Date:	7/1/2008 – 12/31/2010		
Affected Agency and/or Agencies:	Department of Natural Resources and Parks - Wastewater Treatment Division		
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, HRD	Phone: 205-8004	
Department Sign Off:	Tim Aratani, Manager, Finance & Administrative, Wastewater Treatment Division, DNRP	Phone: 263-6565	
Department Sign Off:	Greg Babinski, Finance and Marketing Mgr, GIS Center	Phone: 263-3753	
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Shelley De Wys, Budget Analyst		Phone: 263-9718
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Cristina Gonzalez, Budget Analyst		Phone: 263-9765

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2008 Retro	2009 Retro	2010
WTD		DNRP	\$ 3,673	\$ 983,669	\$ 550,149
GIS		DNRP	\$ 0	\$ 16,623	\$ 7,145
TOTAL			\$ 3,673	\$ 1,000,292	\$ 557,294

EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2009 Base	2008 Retro	2009 Retro	2010
Salaries			\$ 18,139,307	\$ 3,250	\$ 869,381	\$ 486,375
OT			\$ 340,296	\$ 0	\$ 15,834	\$ 6,806
PERS & FICA			\$ 2,402,348	\$ 423	\$ 115,077	\$ 64,113
TOTAL			\$ 20,881,951	\$ 3,673	\$ 1,000,292	\$ 557,294

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period (s):** 7/1/2008 – 12/31/2010.
- Wage Adjustments & Effective Dates:**
 - COLA:** 4.88% for 2009, 2.0% (est.) for 2010.
 - Other:**
 - Retro/Lump Sum Payment:** Cola retroactive to 1/1/2009. Shift Differential and Certification reimbursement retroactive to 7/1/2008.
- Other Wage-Related Factors:**
 - Step Increase Movement:**
 - PERS/FICA:** 13%
 - Overtime:** Based on 2008 Actual OT use.
- Other Cost Factors:** Staffing level assumed constant. Change in Certification pay, standby pay, shift differential, and a change to the vacation leave plan.

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October 26, 2009

The Honorable Dow Constantine
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the Technical Employees Association (Wastewater Treatment Division) Collective Bargaining Agreement and Memorandum of Agreement for the period of July 1, 2008, through December 31, 2010. These agreements cover 221 employees in the Department of Natural Resources and Parks.

The employees in this bargaining unit provide the technical skills related to the planning, design, engineering and construction of King County's wastewater treatment services. King County's facilities are the most sophisticated wastewater treatment facilities in the northwest region of the United States and our facilities provide wastewater treatment services to the largest population in the region. The design and construction of these facilities require high levels of design, engineering and project management skills.

The enclosed Collective Bargaining Agreement provides a number of changes to the parties' prior agreement. Most notably, the bargaining unit is moving to a benefit time system that has been previously established in the Wastewater Treatment Division that will replace vacation, sick and holiday leaves. To facilitate transition to this plan, the employees may cash out 40 hours of benefit time per year going forward, and may elect to do a one-time transfer of 100 hours of sick leave into their benefit time bank. In addition, the union agrees to the 2009 furlough agreement and 2010-2012 Joint Labor Management Insurance Committee health benefits agreement. The contract also extends night time differential and standby pay for hourly employees, adds a meal reimbursement provision, and increases pay for licenses, certifications, and professional designations.

The wage settlement for 2009-2010 does not include range increases. The cost-of-living increases for 2009 and 2010 follow the standard county settlement agreed to with other labor

The Honorable Dow Constantine

October 26, 2009

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organizations. Those increases are based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact James J. Johnson, Interim Labor Relations Manager, at 206-296-8556 at your convenience.

Sincerely,

Kurt Triplett
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Interim Chief of Staff
Anne Noris, Clerk of the Council
Frank Abe, Communications Director
Beth Goldberg, Deputy Director, Office of Management and Budget
Bob Cowan, Acting County Administrative Officer, Department of Executive Services (DES)
Anita Whitfield, Director, Human Resources Division (HRD), DES
Michael Frawley, Deputy Director, HRD, DES
James J. Johnson, Interim Labor Relations Manager, HRD, DES

Annual Accrual of Leave Days: New vs. Previous Agreement¹

Seniority	New Agreement			Previous Agreement				Difference in Totals
	Benefit Time	Extended Sick Leave	Total Leave	Holidays	Vacation	Sick Leave	Total Leave	
Less than 5 years	29	7	36	10	12	12	34	2
5 years but less than 8 years	32	7	39	10	15	12	37	2
8 years but less than 10 years	33	7	40	10	16	12	38	2
10 years but less than 16 years	37	7	44	10	20	12	42	2
16 years but less than 17 years	38	7	45	10	21	12	43	2
17 years but less than 18 years	39	7	46	10	22	12	44	2
18 years but less than 19 years	40	7	47	10	23	12	45	2
19 years but less than 20 years	41	7	48	10	24	12	46	2
20 years but less than 21 years	42	7	49	10	25	12	47	2
21 years but less than 22 years	43	7	50	10	26	12	48	2
22 years but less than 23 years	44	7	51	10	27	12	49	2
23 years but less than 24 years	45	7	52	10	28	12	50	2
24 years but less than 25 years	46	7	53	10	29	12	51	2
More than 25 years of service	47	7	54	10	30	12	52	2

Note: All numbers refer to 8-hour days, except as otherwise indicated. The table assumes a 2,080-hour year (250 8-hour work days, plus 10 holidays).

¹ Table prepared by Council staff.