



King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item No.:	5	Date:	10 December 2012
Proposed No.:	2012-0458	Prepared by:	Nick Wagner
Invited:	Robert Railton, Labor Negotiator, Office of Labor Relations Jeff Clark, Business Representative, International Brotherhood of Teamsters, Local 117		

SUMMARY

Proposed Ordinance 2012-0458 (pp. 5-6 of these materials¹) would approve a collective bargaining agreement (CBA) and two memorandum of agreement (MOAs) between King County and the International Brotherhood of Teamsters, Local 117. The CBA (pp. 7-27) and the MOAs (pp. 29-31, 35) cover about 15 employees in the Wastewater Treatment Division of the Department of Natural Resources and Parks.

1. Term of the CBA

The CBA covers the four-and-a-half-year period from 1 July 2010 through 31 December 2014 (CBA Article 16, p. 26)

2. The Bargaining Unit

As described in the executive's transmittal letter (pp. 43-44), the 15 employees in this bargaining unit constitute most of the senior management team for the Wastewater Treatment Division (WTD). They are responsible for managing:

- the finance, resource recovery, project planning and delivery, environmental, and community services sections of WTD;
- wastewater treatment plants; and
- the Brightwater capital program.

The executive describes the covered employees as "critical to the mission of protecting public health and enhancing the environment through their twenty-four seven management of the division's operations and services."

CHANGED CONTRACT PROVISIONS

The most notable changes in the proposed new CBA are described below.

¹ All page number references are to these meeting materials.

1. COLAs

Section 8.2 of the CBA (p. 18) and one of the MOAs (pp. 29-31) provide for the following cost of living adjustments (COLAs), which are the same as those agreed to by the vast majority of the County's represented employees for the years in question, including a zero COLA for 2011:

Year	COLA Formula	COLA ²
2011	No COLA	Zero
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, ³ with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.00%

The MOA (p. 30) also provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the vast majority of the county's represented employees have agreed to.

2. Modification of classifications and pay range increases

Two of the seven classifications in the bargaining unit have been modified to more accurately describe the work of the employees, and the pay range for those classifications has been increased, based on market factors (Addendum A, p. 27):

- Financial Services Manager – WTD (formerly, Finance and Administrative Services Manager, from Range 74 to Range 75)
- Wastewater Treatment Plant Manager – Assistant (formerly, Operations Manager – Assistant), from Range 72 to Range 75

3. Optional reopener re. standardization of pay practices

Section 8.5 of the CBA (p. 19) affirms the County's right to implement a common biweekly payroll system and to standardize pay practices and Fair Labor Standards Act work weeks. The CBA provides further that the agreement may be reopened by

² The COLA percentages are based on the updated fiscal note (p. 45 of these materials). The percentage listed for 2014 is a projection by the County's Office of Economic and Financial Analysis.

³ More specifically: "the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year)."

the County at any time during the term of the CBA to negotiate issues related to these standardized pay practices to the extent required by law.

4. Management rights

The management rights section of the CBA (Article 3, p. 11) has been revised to include the rights to:

- Demote, transfer, and lay off employees;
- Develop work rules, policies, and procedures;
- Assign employees to positions;
- Assign employees to facility locations;
- Appraise employee performance;
- At the time of appointment, determine employees' wage rates and wage schedules, place employees on the wage schedules and at the specified wage rates, and determine the methods by which employees move through the wage schedules and wage rates;
- Take whatever actions are necessary, as determined by the county, in declared emergencies.

5. Transfers of accrued benefit time and extended sick leave

A separate MOA (p. 35) allows for annual transfers of accrued Benefit Time and Extended Sick Leave between those two accrual accounts over a period of three years, with the number of hours that may be transferred decreasing each year.

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the Fiscal Note (p. 45) and is summarized in the table below.

	2011	2012	2013	2014
Increase over previous year	\$0	\$66,344	\$87,051	\$39,758
Cumulative increase over 2010	\$0	\$66,344	\$153,395	\$193,154

CONSISTENCY WITH LABOR POLICIES

The proposed CBA appears to be consistent with the County's labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 44 of these materials)

AMENDMENTS

The second MOA, which concerns Benefit Time and Extended Sick Leave Transfer of Accruals (p. 35), was inadvertently omitted from the original ordinance.

Amendment 1 (p. 33) would add the MOA concerning Benefit Time and Extended Sick Leave Transfer of Accruals as an attachment to the proposed ordinance and would amend the ordinance to reflect that two MOAs are being approved.

Title Amendment T1 (p. 37) would amend the ordinance title to confirm to the changes made by Amendment 1.

ATTACHMENTS

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

December 5, 2012

Ordinance

Proposed No. 2012-0458.1

Sponsors Gossett 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 International
4 Brotherhood of Teamsters Local 117 (Wastewater
5 Treatment Division, Managers and Assistant Managers)
6 representing employees in the department of natural
7 resources and parks; and establishing the effective date of
8 said agreements.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement and memorandum of
11 agreement negotiated by and between King County and International Brotherhood of
12 Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant
13 Managers) representing employees in the department of natural resources and parks and
14 attached hereto are hereby approved and adopted by this reference made a part hereof.

15 SECTION 2. Terms and conditions of said agreements shall be effective from
16 July 1, 2010, through and including December 31, 2014.
17

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, ____.

Dow Constantine, County Executive

Attachments: A. Agreement Between King County and International Brotherhood of Teamster Local 117, B. Addendum A Teamsters Local 117, C. Appendix A Memorandum of Agreement By and Between King County and International Brotherhood of Teamsters Local 117

AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
REPRESENTING THE MANAGERS AND ASSISTANT MANAGERS
BARGAINING UNIT IN
WASTEWATER TREATMENT DIVISION
KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS
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1 **ARTICLE 1: PURPOSE AND DEFINITIONS**

2 **1. Purpose.** The intent and purpose of this Agreement is to promote a collaborative
3 relationship between the parties and to set forth the wages, hours and working conditions of such
4 employees as covered by this bargaining agreement.

5 **1.2 Definitions.** Definitions that apply to this Agreement are found under King County Code
6 (“Code”) 3.12.010. Where there is a difference between the Code definition and a definition below,
7 the Code will prevail. In addition to Code definitions, below are additional definitions that pertain
8 solely to the Agreement. If a Code definition change is made that affects this Agreement, the County
9 agrees to bargain the effects of the change as required by law.

10 **A. Benefit Eligible Employee** - Regular, provisional, probationary and term-limited
11 temporary employees are eligible for insured benefits (e.g. medical, dental, life), paid and unpaid
12 leaves as provided under the terms of this Agreement.

13 **B. Hourly Employee** - An employee who is not exempt from the Fair Labor
14 Standards Act and is eligible for overtime.

15 **C. Regular Employee** - A career service employee.

16 **D. Salaried Employee** - An employee who is exempt from the Fair Labor Standards
17 Act and is not eligible for overtime.

18 **E. Temporary Employee** - Includes probationary, provisional, short-term and term-
19 limited employees.

20 **F. Transfer** - Movement of an employee from one position to another within the
21 same classification or different classification with the same pay range of the former classification.

22 **ARTICLE 2: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION, SHOP**

23 **STEWARDS**

24 **2.1 Union Recognition**

25 King County (County) recognizes Teamsters Local Union No. 117, affiliated with the
26 International Brotherhood of Teamsters (Union), as the sole and exclusive bargaining representative
27 of all full-time and regular part-time employees whose job classifications are listed in the attached
28 Addendum A. The County agrees to extend recognition of the Union as bargaining representative

1 for any new or added eligible manager and assistant manager positions that may be created in the
2 future in the Wastewater Treatment Division (Division), in accordance with its PERC recognition.

3 **2.2 Union Membership**

4 **A.** It is a condition of employment that, within thirty (30) days of the effective date of
5 this Agreement, all employees covered by the Agreement will become and remain members in good
6 standing in the Union, or pay an agency fee to the Union in lieu of membership dues. This
7 requirement will apply to employees who are temporarily appointed to work in a job classification
8 covered by this Agreement if the appointment is expected to last thirty (30) days or more, however,
9 they will not be required to pay initiation fees and become a "member in good standing" if such
10 action is based solely upon an "acting" position status.

11 **B.** Employees covered by this Agreement who qualify for an exemption from the
12 requirement for Union membership based on an employee's bona fide religious belief shall contribute
13 an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the
14 Union. The Employee shall furnish the Union with written proof each month that such payments are
15 being made. If the employee and the Union do not reach agreement on such matter, the Public
16 Employment Relations Commission (PERC) shall designate the charitable organization.

17 **C.** Failure by an employee to abide by the provisions of paragraphs A and B will
18 constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in A
19 and B, the Union will provide the employee and the County with seventy-two (72) hours notice of
20 intent to seek the discharge of the employee. During this period the employee may bring the amount
21 in arrears current to avoid discharge.

22 **D.** Upon request, the County will provide the Union with a current list of all
23 employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit,
24 employment status, job classification, and date of hire into his/her current classification.

25 **E.** The County will notify the Union of all new hires, and will notify the Union
26 whenever an employee is moved into or out of a bargaining unit position. The notification will
27 include the employee's name, section and/or unit, employment status, job classification, date of hire
28 and effective date of the personnel action.

1 **2.3 Union Dues Deduction**

2 A. Upon receipt of written authorization individually signed by a bargaining unit
3 member, the County will deduct from the pay of such employee the amount of dues, initiation fees,
4 assessments, and agency fees as certified by the Union.

5 B. The Union will indemnify and hold the County harmless against any claims made
6 and any suit instituted against the County on account of any collection of the dues for the Union. The
7 Union agrees to refund to the County any amounts paid to it in error on account of the collection
8 provision, upon presentation of proper evidence thereof.

9 **2.4 Shop Stewards, Union Activities and Representation**

10 A. Union Representatives (Staff) may visit the work location of employees covered by
11 the Agreement at any reasonable time. They shall inform the Division Director/designee upon arrival
12 at the work site being visited.

13 B. The Union will provide the Division and the Labor Negotiator with the names of
14 Shop Stewards. When contract administration business is conducted during working hours, the Shop
15 Steward is responsible for clearing the time taken away from work with his/her manager or
16 supervisor.

17 C. The Union shall be allowed use of bulletin board space to post Union notices.
18 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and
19 remove Union materials, and only materials originating from the Union office and bearing the Union
20 logo or signed by a staff representative of the Union may be posted on the Union bulletin board space.
21 The Union shall be allowed to post electronic mail notices on the County system if the notices meet
22 the same requirements, provided they comply with County policies governing electronic mail and
23 internet use.

24 D. Employees who are designated by the Union as stewards may make limited use of
25 County telephones and FAX machines and similar equipment for the purposes of contract
26 administration in accordance with applicable County policies. In addition, such stewards may use the
27 County electronic mail system for communications related to contract administration, provided they
28 comply with County policies governing electronic mail and internet use. In no circumstances shall

1 use of the County equipment interfere with County operations.

2 **ARTICLE 3: RIGHTS OF MANAGEMENT**

3 The management of the County and the direction of the work force are vested exclusively in
4 the County, except as may be limited by the express written terms of this Agreement. All matters,
5 including but not limited to, the right to hire, appoint, promote, demote, transfer, layoff, discipline
6 and discharge, train, assign and direct the work force; improve efficiency; develop work rules,
7 policies and procedures; develop and modify classification specifications, allocate positions to those
8 classifications, allocate employees to those positions; determine work schedules, determine location
9 of facilities and assign employees to those locations; appraise employee performance; contract out
10 work; determine wage rates and wage schedules, place employees on the wage schedules and wage
11 rates, and determine the methods employees move through wage schedules and wage rates at time of
12 appointment; determine methods, processes and means for providing services; and take whatever
13 actions are necessary as determined by the County in emergencies declared by the Department
14 Director, County Executive, Governor of the State of Washington, or President of the United States.

15 **ARTICLE 4: CONTRACTING OUT**

16 A. The County shall not contract out work performed by members of the bargaining unit if
17 the contracting of such work eliminates, reduces, or limits the normal work load of the bargaining
18 unit.

19 B. In the case of a circumstance that is beyond the control of the County at the time action is
20 required, that could not reasonably have been foreseen, and for which the County is not reasonably
21 able to provide the necessary tools, employees, or equipment to perform the work in a timely manner,
22 the County shall be allowed to enter into contracting arrangements for this purpose only. The County
23 shall officially notify the Union of such instances in advance and discuss the impact of and possible
24 alternatives to these arrangements, if any, on the bargaining unit.

25 C. If, in order to secure funding for a specific project, the County is required to contract all or
26 part of the work to be performed due to limitations imposed by the funding agreement, such
27 contracting shall not be considered a violation of the Agreement. In such instances, the Union shall
28 be officially notified in advance.

1 **ARTICLE 5: BENEFIT TIME**

2 **5.1 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 for benefit eligible employees and built on the
5 accrual rate table set forth in Section 5.5. This program recognizes the need for scheduled time away
6 from the job (vacation and holidays) for personal reasons and for occasions when the employee must
7 be away because of illness or injury. BT is administered with the understanding that: a) BT is
8 intended to constitute wages earned for services rendered, and b) because business needs may
9 constrain employees' ability to utilize leave, the Collective Bargaining Agreement provides for a
10 yearly cash conversion of up to one hundred and twenty (120) hours of BT.

11 **5.2 Definitions**

12 A. All BT and ESL time is based on a two thousand eighty (2,080) hours per year. BT
13 is the bank of time accrued for use during scheduled paid time off, including holidays, and
14 unscheduled paid time off (excluding bereavement leave and jury duty) to include the first two (2)
15 consecutive days of unscheduled illness or injury.

16 B. ESL is the bank of time accrued for use during all paid nonscheduled illness or
17 injury exceeding two (2) consecutive scheduled workdays for employees and their dependents, as
18 well as for scheduled paid time off for medical reasons.

19 C. Employees may donate BT and ESL to another benefit eligible employee in
20 accordance with Article 5.8.

21 **5.3 Principles**

22 A. The BT program is intended to provide a productive workplace where employees
23 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 **5.4 Absence**

27 A. Employees are expected to schedule BT as far in advance as possible to facilitate
28 business planning. Employees are expected to notify their supervisor each day of any unscheduled

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

5 **B.** Salaried employees use accrued BT and ESL in increments of not less than one (1)
 6 regular work day. Salaried employees who are absent for part of a work day will not be required to
 7 charge such absences against any accrued leave balances nor will the employee's pay be reduced.

8 **C.** BT and ESL will be paid only to the extent that BT and ESL hours have been
 9 accrued by the employee in the pay period immediately preceding the absence.

10 **5.5 Benefit Time Accrual and Extended Sick Leave Accrual**

11 **A.** BT accrual shall be as follows and based on a benefit eligible employee's adjusted
 12 service date:

Years of Employment	Accrual Rates		
	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
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

1 B. Annual and bi-weekly totals in the above table are approximations and may vary
2 slightly based on the hourly rate.

3 C. ESL accrual shall accumulate for all employees on the basis of fifty-six (56) hours
4 per year (0.0269 hours per hour).

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

7 **5.6 Benefit Time Accumulation and Extended Sick Leave Accumulation and**
8 **Conversion**

9 A. The maximum accumulated carryover of BT from the pay period ending before
10 April 1st of one calendar year to the next shall be six hundred (600) hours. Employees with at least
11 four hundred and eighty (480) hours at that time shall have the option to convert up to one hundred
12 and twenty (120) hours to cash, down to a balance of four hundred and eighty (480) hours.

13 B. There shall be no limit on the amount of ESL accrued.

14 C. Current benefit eligible County employees who are new in the unit and who have
15 more than 40 hours of sick leave may convert up to forty (40) hours from their sick leave balance into
16 BT. Any remaining sick leave balance will convert into ESL. For such employees who have less
17 than 40 hours of accrued sick leave, all sick leave accruals will be converted to BT time. Vacation
18 leave balances will convert to BT.

19 D. Unless modified by a VEBA agreement employees who have successfully
20 completed probation may cash-out a maximum of 480 hours of BT time upon leaving employment in
21 good standing. Employees returning to regular service who resigned, were separated for non-
22 disciplinary medical reasons or from layoff within two (2) years will have their ESL restored.

23 **5.7 Upon Retirement or Death**

24 Upon retirement from the County or death, an employee or their beneficiary shall be paid for
25 up to four-hundred eighty (480) hours of accrued BT at one-hundred percent (100%) and for all
26 accrued ESL at thirty-five percent (35%), unless modified by a VEBA agreement. Retirement as a
27 result of length of service means an employee is eligible, applies for and begins drawing a pension
28 from PERS or the city of Seattle Retirement Plan immediately upon terminating County

1 employment.

2 **5.8 Leave Donation**

3 Employees may donate BT and ESL to another employee in accordance with County
4 guidelines for donation of vacation and sick leave, respectively, except that donated hours will accrue
5 to the donee's appropriate leave bank and do not expire or return to the donor once accrued.

6 **ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

7 **6.1 Leaves of Absence With Pay**

8 **A. Bereavement Leave.** In the event of death of a member of the employee's family,
9 a benefit eligible employee will be granted three (3) days off with pay. In addition to the bereavement
10 leave granted herein, a maximum of three (3) days ESL may be used with approval of the employee's
11 supervisor. For purposes of this section, employee's family is defined as:

- 12 • Employee's spouse or domestic partner
- 13 • Children of the employee, employee's spouse or domestic partner
- 14 • Parents of the employee, employee's spouse or domestic partner
- 15 • Siblings
- 16 • Grandchildren
- 17 • Grandparents
- 18 • Son-in-law, daughter-in-law

19 **B. Jury Duty.** A benefit eligible employee called for jury duty may be allowed the
20 necessary leave with pay not to exceed forty (40) hours per week. The employee should notify his/her
21 supervisor immediately upon receiving notification of jury duty. As the employee will be paid by the
22 County, compensation received from a jury function shall be submitted to the County. Any payment
23 for travel expenses paid by the court will be retained by the employee. The employee shall make
24 every effort to report to work in case of early excusal. This section does not apply when the employee
25 is a plaintiff or defendant.

26 **C. Military Duty/Training Leave.** An employee who is a member of the
27 Washington National Guard or any organized reserve of the Armed Forces of the United States, and is
28 ordered to be on active training duty, shall be allowed twenty-one (21) work days of military leave

1 during each training year. The employee must present orders for active or inactive training duty to
2 his/her supervisor prior to taking leave. The employee may receive military leave for weekend
3 reservist duty.

4 **D. Executive Leave.** Employees covered by this Agreement who are benefit eligible
5 and in salaried positions will receive three (3) days of Executive Leave per calendar year, prorated for
6 a partial year. Up to seven (7) additional days per year, as provided in Executive Policy, may be
7 granted at the discretion of the County.

8 **E. Military Family Leave.** As provided under RCW 49.77 employees whose spouse
9 is a member of the United States armed forces, national guard, or reserves who has been notified of
10 an impending call or order to active duty, or who has been deployed, or when the military spouse is
11 on leave from deployment, shall be entitled to a total of fifteen (15) days of unpaid leave per
12 deployment or the use of accrued paid leave. In addition, the National Defense Authorization Act
13 (NDAA) amends the Family and Medical Leave Act (FMLA) by providing up to twelve (12) weeks
14 of leave for "any qualifying exigency" and up to twenty six (26) weeks of FMLA leave to care for the
15 serious health condition of an injured or ill covered service member. Leave for a "qualifying
16 exigency" provides up to twelve (12) weeks of leave for one of eight (8) clearly defined reasons
17 arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or
18 has been notified of an impending call to active duty status. Military caregiver leave under the
19 NDAA provides up to twenty six (26) weeks of leave, instead of the standard twelve (12) weeks, to
20 care for the serious health condition of a covered service member who is recovering from an illness or
21 injury sustained in the line of duty. Eligible family members for military caregiver leave include the
22 spouse, son, daughter, parent, or next of kin of the injured covered service member. Leave under the
23 NDAA continues to follow the same eligibility criteria, protections and benefits available under the
24 FMLA law.

25 **F. Domestic Violence Leave.** Employees who are victims of or family members of
26 victims of domestic violence, sexual assault, or stalking may take reasonable leave from work for
27 legal or law-enforcement assistance, medical treatment or counseling as provided for under
28 RCW 49.76. Employees may use any accrued leave for domestic violence leave, including sick

1 leave or other paid time off, compensatory time, or unpaid leave time. Employees eligible for this
2 leave include a child, spouse, parent, parent-in-law, grandparent or person whom with the employee
3 has a dating relationship.

4 **6.2 Family and Medical Leave**

5 A. Up to eighteen (18) weeks of unpaid leave shall be granted to eligible employees
6 for the employee's own serious health condition, or for family care, as provided by County Code.

7 B. The employee must exhaust all ESL prior to using unpaid leave for the employee's
8 own health condition. Donated leave shall run concurrently with unpaid leave.

9 C. For a leave for family reasons, the employee shall choose at the beginning of the
10 leave whether it will be paid or unpaid; when an employee chooses to take paid leave for family
11 reasons, the employee may reserve up to 80 hours of ESL.

12 D. The County shall continue its contribution to health insurance during the 18 week
13 period of unpaid leave.

14 **6.3 Leaves of Absence Without Pay**

15 Benefit eligible employees may request a leave of absence without pay by presenting a written
16 request to their immediate supervisor along with any supporting documentation. The decision to
17 grant a leave of absence without pay shall be at the discretion of the County.

18 **6.4 Return from Leave of Absence**

19 A. Regular employees wanting to return from a medical leave of absence, or who need
20 to extend the leave of absence beyond the original return date, may be required to be examined by a
21 physician of the County's choice and cost to determine the employee's right to either a continuing
22 leave or work status.

23 B. Regular employees will be re-employed in their former classification at the end of
24 the leave, provided the employee is able to perform the work. Seniority, ESL balance earned, and BT
25 accrual rates based upon seniority established at the time of departure on leave of absence shall be
26 restored when the employee returns to work.

27 C. No seniority or benefits will accrue while on a leave of absence without pay. In the
28 case of a leave for the purpose of conducting Union business, employees granted leave will continue

1 to earn seniority.

2 **6.5 State Law**

3 To the extent that the Washington State Family Care Act (RCW 49.12.295) provides a greater
4 benefit than the provisions of this Agreement, the Washington State law will apply.

5 **ARTICLE 7: MEDICAL, DENTAL & LIFE INSURANCE**

6 **7.1** The County presently participates in group medical, dental and life insurance programs.
7 The County agrees to maintain the level of benefits as currently provided by these plans and pay
8 premiums as currently practiced, during the life of this Agreement unless modified by the Joint Labor
9 Management Insurance Committee.

10 **7.2** The County agrees to continue the Joint Labor Management Insurance Committee
11 comprised of representatives from the County and its labor unions. The function of the Committee
12 shall be to review, study and make recommendations relative to existing medical, dental and life
13 insurance programs.

14 **7.3** The Union and County agree to incorporate changes to employee insurance benefits
15 which the County may implement as a result of the agreement of the Joint Labor Management
16 Insurance Committee.

17 **ARTICLE 8: WAGE RATES**

18 **8.1** The classifications and rates of pay for all employees in the bargaining unit are listed in
19 Addendum A.

20 **8.2** Cost of Living Adjustments are pursuant to the Memorandum of Agreement attached to
21 this Agreement and identified as Appendix A.

22 **8.3** Regular employees hired at Step 1 of the applicable pay range shall advance to Step 2 on
23 the November 1 following successful completion of their probationary period provided they receive a
24 satisfactory performance appraisal during the annual merit review process. Employees who are at
25 Step 2 or above shall progress two (2) steps annually on November 1 provided they receive a
26 satisfactory performance appraisal during the annual merit review process until reaching the top step
27 of their salary range. Employees who are at Step 10 and receive an outstanding rating on their
28 performance appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of

1 five percent (5%), above Step 10. Beginning November 1, 2011, the merit increase for eligible
2 employees will be no less than five percent (5%) above Step 10. This must be re-earned each year.

3 **8.4 Special Duty.**

4 An employee who is temporarily assigned in writing by his/her supervisor to perform the work
5 of a higher-paying classification shall be paid the first step of the pay range of the existing higher-
6 level job classification or to a pay step in the existing higher classification that provides an increase of
7 approximately five percent (5%) above the former rate of pay, whichever is greater. Compensation
8 for performing the work of a higher-paying classification may not exceed the top step of the new
9 range unless the employee was receiving above Step 10 merit pay. In those instances, the pay may
10 exceed the maximum of the new pay range by not more than five percent (5%) as long as the merit
11 pay remains in effect. This provision is to be implemented consistent with County policy for special
12 duty pay.

13 **8.5 Payroll System.** The parties agree the County has the right to implement a common
14 biweekly payroll system, and standardize pay practices and Fair Labor Standards Act's work weeks.
15 The parties agree that applicable provisions of the collective bargaining agreement may be re-opened
16 at any time by the County for the purpose of negotiating standardized pay practices, to the extent
17 required by law.

18 **ARTICLE 9: HOURS OF WORK**

19 **Schedules** - The establishment of work schedules is vested solely within the purview of the
20 County and may be changed from time to time.

21 **Fair Labor Standards Act** - Employees covered by this bargaining unit are employed in a
22 bona fide executive, administrative or professional capacity and are in turn exempt from overtime
23 payments under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered
24 under the King County Executive Leave Pay and Leave Practices for Executive Administration and
25 Professional Employees policy and modifications thereto, and are expected to work the hours
26 necessary to satisfactorily perform their jobs.

1 **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

2 **10.1** The Union and the County recognize the importance of settling issues in a fair and
3 responsible manner at the lowest possible level of supervision and to use conflict resolution methods
4 whenever possible.

5 **10.2 Grievance Definition** - An issue raised by an employee regarding the interpretation
6 and/or application of the express written terms of this Agreement. A grievance, to be timely, must be
7 presented in writing to the employee's supervisor within ten (10) workdays of the occurrence or the
8 employee's knowledge of the event. The grievance must contain a description of the event, when the
9 event took place and/or when the employee had knowledge of the event, the Articles allegedly
10 violated, and the remedy sought.

11 **10.3 Step 1** - The Division Director or designee shall have fifteen (15) workdays from the
12 receipt of the grievance to address the issue with the employee. The Division Director shall respond
13 to the grievance in writing within fifteen (15) workdays following the meeting with the employee.

14 **Step 2** - If the grievance is not resolved, it may be referred in writing within ten (10)
15 workdays following the date of the Division Director's decision to the Director of Labor Relations
16 /designee. If the grievance is not pursued to arbitration within the twenty (20) workdays of the
17 Director of Labor Relations/designee's response, it shall be presumed resolved.

18 **Step 3** - If the grievance is not resolved in Steps 1 or 2, the grievance may be submitted
19 to arbitration within twenty (20) working days of the date of response provided in Step 2 or the date
20 by which such decision is due, if no decision is issued. Failure to seek arbitration within 20 days will
21 result in the dismissal of the grievance.

22 **10.4 Arbitration**

23 **A.** Should arbitration be necessary either after an attempt to mediate the dispute or
24 directly after Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the
25 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
26 panel of arbitrators furnished by the Federal Mediation and Conciliation Service or the Public
27 Employment Relations Commission, whichever source is mutually acceptable. The arbitrator will be
28 selected from the list by both the County representative and the Union, each alternately striking a

1 name from the list until only one name remains. The party to strike first shall be determined by a coin
2 toss. The arbitrator under voluntary labor arbitration rules of the American Arbitration Association
3 shall be asked to render a decision promptly and the decision of the arbitrator shall be final and
4 binding on both parties.

5 B. No matter may be arbitrated which the County, by law, has no authority over, nor
6 authority to change, or has been delegated to any civil service commission or personnel board as
7 defined in RCW 41.56.

8 C. The arbitrator shall have no power to change, alter, detract from or add to the
9 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
10 this Agreement in reaching a decision.

11 D. The arbitrator's fee and expenses shall be borne equally by both parties. The fee
12 for any court reporter for a verbatim record of any proceeding shall be borne by the party requesting
13 same unless otherwise mutually agreed. A copy of any record shall be made available to the other
14 party at cost. Each party shall bear the cost of its presentation, including attorney's fees, regardless of
15 the outcome.

16 E. There shall be no strikes, cessation of work or lockout during such conferences or
17 arbitration. The parties may utilize mediation upon mutual agreement at any step of the grievance
18 process.

19 **10.5** Time limits may be extended by mutual agreement.

20 **10.6** Temporary employees are employed at will and cannot use the procedures under the
21 Article to grieve or otherwise appeal discipline or a job separation of any kind.

22 **ARTICLE 11: SENIORITY AND JOB SECURITY**

23 With respect to layoff and recall of regular employees, the County will layoff by inverse
24 seniority and recall in order of seniority with the job classification affected, provided that the regular
25 employee in question has the specific qualifications and demonstrated abilities to perform the work at
26 issue. The County and the Union recognize that the nature of work performed by members of this
27 bargaining unit is typically very specific to the position and not easily transferable even within
28 classifications, so it is unlikely that bumping or recall procedures would apply.

1 **ARTICLE 12: MISCELLANEOUS AND SPECIAL CONDITIONS**

2 **12.1 Special Pay**

3 **A. License and Tuition Reimbursement** - Employees required to have special
4 licenses and/or required to attend seminars/outside courses of study that relate to business needs and
5 are approved in advance will be reimbursed.

6 **B. Certification Pay** - Employees with the following certifications will receive the
7 corresponding amount monthly, up to a maximum of \$200 per month, provided that the certification
8 is directly applicable to their position. Employees must provide at least bi-annual documentation of a
9 certification to receive compensation, or annually if certification requires annual renewal.

10 Membership in an organization does not qualify an employee for compensation.

11

WA State registered Professional Engineer:	\$100
State of WA DOE Wastewater Group IV Certification:	\$50
Project Management Professional:	\$50
CMI Construction Manager:	\$50
Certified Cost Consultant/Certified Cost Engineer	\$50

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17 **12.2 Vehicle Usage Reimbursement** - Employees who are required and are authorized to use
18 their own vehicles on the County's business shall be reimbursed at the rate established by Council.

19 **12.3 Personnel Files** - The employee or his/her representative (if the employee so authorizes
20 in writing) may examine the employee's personnel file. Employees may request that a document be
21 removed from their personnel file in accordance with established division procedures and policy.

22 **12.4 Performance Evaluation/Development Review**

23 **A.** The County shall maintain a system of employee performance
24 evaluations/development reviews designed to give a fair evaluation of the work performed by the
25 employee and to guide the professional development of the employee to meet business and individual
26 needs.

27 **B.** A copy of the final evaluation will be provided to the employee, and a copy will be
28 placed in the employee's permanent personnel file. The employee will be given an opportunity

1 within thirty (30) days of the evaluation to attach comments to the evaluation in the personnel file.

2 C. An employee may appeal the evaluation to the next level of supervision above the
3 person who did the evaluation, if he/she disagrees with the ratings.

4 **12.5 Legal Counsel** - Employees named as a defendant in a civil action arising out of the
5 performance of the employee's duties shall be provided legal representation and indemnification in
6 accordance with the provisions of County Code.

7 **12.6 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state
8 and County regulations and ordinances with regard to the drug free workplace. When available, a
9 second supervisor will observe the behavior that warrants a reasonable suspicion test and will
10 complete related forms in accordance with the County's drug and alcohol policy.

11 **12.7 Equal Employment Opportunity** - The County or the Union shall not unlawfully
12 discriminate in employment on the basis of race, color, religious affiliation, national origin, age,
13 marital status, sex, sexual orientation, gender identity or expression, or on the presence of a disability,
14 except as otherwise provided by law. Allegations of violations of this Section cannot be pursued to
15 arbitration under Article 10.

16 **12.8 Training** - Compensation for time in training and costs of training, such as tuition, for
17 career enhancement shall be granted in accordance with the Division training policy.

18 **12.9** Regular employees cannot be disciplined or discharged except by just cause.
19 Counseling and letters of expectation are not considered discipline. Temporary employees are
20 employed at will and can be disciplined or discharged without cause.

21 **12.10 Probationary Period**

22 The first six (6) months of employment for a regular position shall be a probationary period
23 for all regular employees. During this period a probationary employee may be terminated or have
24 his/her probationary period extended without recourse to the Dispute Resolution Procedure in Article
25 10. If the probation period is to be extended, written notice of the extension must be given to the
26 employee and the Union prior to the end of the probationary period.

27 **12.11 Trial Service Period**

28 All regular employees promoted or transferred to a different classification within the

1 bargaining unit shall serve a six (6) month trial service period. An employee who does not
2 successfully complete the trial service period in a position to which he or she had been promoted or
3 transferred may be restored to his or her former position unless the employee's failure to successfully
4 complete the trial service period is due to being terminated for misconduct. Such restoration is not
5 mandatory, but is optional at the discretion of the appointing authority.

6 **ARTICLE 13: SAVINGS CLAUSE**

7 A. Should any section of this Agreement or any addenda thereto be held invalid by operation
8 of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any
9 provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be
10 affected thereby.

11 B. It is intended that this Agreement and the County's established personnel policies, rules,
12 and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in
13 conflict with this Agreement, their provisions shall be applicable to employees in the bargaining unit.
14 Wherever a conflict may arise between said personnel policies, rules, and regulations, and this
15 Agreement, the provisions of the Agreement shall control.

16 **ARTICLE 14: WAIVER AND COMPLETE AGREEMENT**

17 **Waiver.**

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

21 B. The parties acknowledge that during the negotiations which resulted in this
22 Agreement, each had the unlimited right and opportunity to make demands and proposals with
23 respect to any subject or matter appropriate for collective bargaining, and that the understanding and
24 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
25 Agreement.

26 C. Should the parties agree to amend or supplement the terms of this Agreement, such
27 amendments or supplements shall be in writing. No binding agreements, including but not limited to
28 memorandums of understanding, side letters, etc., involving the day-to-day administration of the

1 collective bargaining agreement or the bargaining relationships will be entered into with the
2 bargaining representative without the authorization of the Labor Relations Director or his/her
3 designee.

4 **ARTICLE 15: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

5 **15.1 Contribution.** The County shall pay \$2.00 (two dollars) to the Western Conference of
6 Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with
7 the Parties' pension agreements.

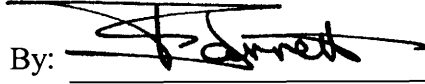
8 **15.2 Wage Reduction.** All bargaining unit employees shall have their wage rate reduced by
9 the amount of the County's contribution on the employee's behalf pursuant to Section 15.1, above.

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1 **ARTICLE 16: DURATION**

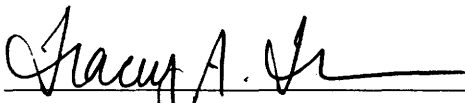
2 The provisions of this Agreement shall become effective when ratified by the parties, and
3 covers the period from July 1, 2010, through December 31, 2014. Negotiations for a successor
4 contract may be initiated by either party by June 30, 2014 upon written notice.

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7 APPROVED this 15th day of November, 2012.

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11 By: 

12 King County Executive

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16 Teamsters Local Union No. 117, International
17 Brotherhood of Teamsters

18
19 

20 Tracey A. Thompson
21 Secretary-Treasurer

cba Code: 159

ADDENDUM A

Union Code: F9

Teamsters Local 117

Wastewater Treatment Division, Managers and Assistant Managers
Department of Natural Resources and Parks

Job Class Code	PeopleSoft Job Class Code	Classification Title	Range
7111600	712901	Capital Improvements Program Section Manager	75
7111501	715701	Environmental Programs Section Manager	75
2142100	220101	Financial Services Manager - WTD	75*
7151100	719101	Project Planning and Delivery Section Manager	79
7151200	719201	Project Resources Unit Manager	75
7111400	712701	Wastewater Plant Operations Manager	79
7111450	712712	Wastewater Treatment Plant Manager - Assistant	75**

* Wage range effective July 1, 2010

** Wage range effective May 13, 2008

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

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APPENDIX A

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
ADDRESSING THE 2011 BUDGET CRISIS**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks

cba Code	Union	Contract
159	Teamsters Local 117	Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and International Brotherhood of Teamsters Local 117 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. 2012 COLA

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

APPENDIX A

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

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

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

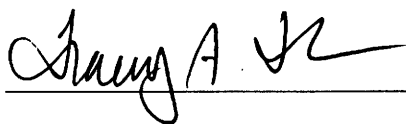
7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

APPENDIX A


9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For International Brotherhood of Teamsters Local 117:



10-31-12
Date

For King County:

 for

Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office

11/5/12
Date

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Dec. 10, 2012

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Sponsor: Gossett

Proposed No.: 2012-0458

1 **AMENDMENT TO PROPOSED ORDINANCE 2012, VERSION 1**

2 On page 2, in line 10, delete “memorandum” and insert “memoranda”

3 Add as an attachment “D. Memorandum of Agreement re. Benefit Time and Extended
4 Sick Leave Transfer of Accruals”

5 **EFFECT: The amendment would: (1) revise the ordinance to reflect that it is**
6 **approving two memoranda of agreement and (2) attach a copy of the second**
7 **memorandum of agreement as Attachment D.**

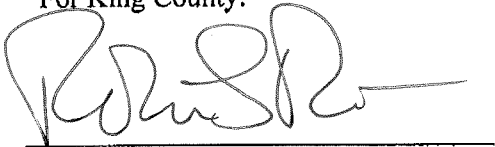
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AGREEMENT
By and Between
King County
And
Teamsters Local Union No. 117
International Brotherhood of Teamsters
Wastewater Treatment Division, Managers and Assistant Managers

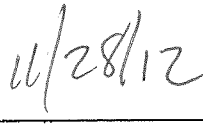
Subject: Benefit Time and Extended Sick Leave Transfer of Accruals

Following implementation of the July 1, 2010 to December 31, 2014 collective bargaining agreement employees may transfer up to forty (40) hours of their accrued benefit time (BT) or extended sick leave (ESL) accruals from one account to the other account. Again, on April 1st 2013 employees may transfer up to thirty (30) hours from one account, BT or ESL, to the other account. Finally, on April 1st 2014, employees may again transfer up to twenty (20) hours from one account, BT or ESL, to the other account. Conversions will be done on an hour-for-hour basis and final when the employee's election is submitted to the division.

For King County:

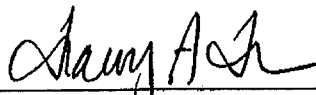


Robert S. Railton
Labor Negotiator

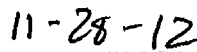


Date

For International Brotherhood of
Teamsters Local 117:



Tracey A. Thompson
Secretary-Treasurer



Date

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Dec. 10, 2012

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Sponsor: Gossett

Proposed No.: 2012-0458

1 **TITLE AMENDMENT TO PROPOSED ORDINANCE 2012, VERSION 1**

2 On page 1, in line 2, delete “memorandum” and insert “memoranda”

3 **EFFECT: Amends the title to conform to the changes made by Amendment 1.**

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Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks) and Memorandum of Agreement
Labor Negotiator
Robert Railton

<i>Prosecuting Attorney's Review</i>	Yes
<i>Legislative Review 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? X1</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>
1. Expands management rights to include developing work rules; policies and procedures; assignment of work locations; and, appraising employee performance.
2. Adopts the cost-of-living Memorandum of Agreement agreed to by the vast majority of the County's represented employees.
3. Eliminates the salary study and fact finding provision.
4. Provides for reopening the agreement for the purpose of negotiating the standardization of pay practices.
5. Reclassifies two bodies of work and increases wage ranges based on market factors.
6. Allows for the annual transfer of benefit and extended sick leave time between the two accrual accounts by decreasing amounts during the term of the agreement.

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

CONTRACT: International Brotherhood of Teamsters Local 117
(Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks) and Memorandum of Agreement

TERM OF CONTRACT: July 1, 2010, through December 31, 2014

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Manage finance, resource recovery, project planning and delivery, environmental and community services sections; treatment plants; and the Brightwater capital program.

NEGOTIATOR: Robert Railton

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Layoff is by classification seniority.
➤ INTEREST-BASED BARGAINING:	Negotiations were based on meeting each other's interests.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The contract contains language prohibiting discrimination.
➤ CONTRACTING OUT OF WORK:	The County may contract work if it does not eliminate, reduce, or limit the normal work load of the bargaining unit, if the contracting is due to circumstances beyond the County's control, or if funding for a specific project requires contracting work.
➤ LABOR / MANAGEMENT COMMITTEES:	The parties can meet in a labor/management meeting as needed.
➤ MEDIATION:	The parties can mediate disputes by mutual agreement.
➤ CONTRACT CONSOLIDATION:	The contract covers a single bargaining unit.
➤ HEALTH BENEFITS COST SHARING:	The contract adopts the County's Joint Labor Management Insurance Committee health benefits plan.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The parties were diligent to negotiate this contract as expeditiously as possible.

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

CONTRACT: International Brotherhood of Teamsters Local 117
(Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks) and Memorandum of Agreement

COUNCIL POLICY	COMMENTS
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	The contract provides for the employment of temporary and part-time workers consistent with King County Code, applicable procedures and contract terms.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	All employees are being paid pursuant to the biweekly payroll system.
➤ INTEREST ARBITRATION ELIGIBLE:	The contract is not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	Employees do not have a right to strike.
➤ ADDITIONAL LEAVE PROVISIONS:	The contract provides for Executive Leave in accordance with policy with a guarantee of three days each calendar year if eligible. Employees earn benefit time and extended sick leave in lieu of vacation, sick, and holiday leaves.
➤ HOURS OF WORK:	The standard schedule is a 40 hour workweek.
➤ PERFORMANCE EVALUATIONS:	The County can evaluate employee performance.

November 13, 2012

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

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide fair wages, hours, and working conditions to employees who provide essential internal and external customer services.

The enclosed ordinance, if approved, will ratify the International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant Managers) collective bargaining agreement and memorandum of agreement for the period of July 1, 2010, through December 31, 2014. This agreement covers 15 employees in the Wastewater Treatment Division of the Department of Natural Resources and Parks.

These employees comprise most of the senior management team for the Wastewater Treatment Division responsible for managing the finance, resource recovery, project planning and delivery, environmental and community services sections; wastewater treatment plants; and the Brightwater capital program. These employees are critical to the mission of protecting public health and enhancing the environment through their twenty-four seven management of the division's operations and services.

This agreement contains significant improvements in efficiency, accountability, and productivity for the County by expanding a wide range of rights to manage the workforce including the assignment of staff, and evaluating and managing employee performance. The agreement also clears up contract language to reduce a cause of grievances and provides for grievances to be heard by the Director of the Office of Labor Relations, potentially avoiding the cost and uncertainty of arbitration. Additional efficiencies in this agreement are gained through a reopener to address the effects of standardizing pay practices, as necessary.

This contract furthers the King County Strategic Plan by attracting and retaining a quality workforce by paying fair market wages.

The wage settlement for 2011 provides for zero cost-of-living (COLA) adjustment. The COLA for 2012 is 1.63% and the COLA for 2013 will be 3.09%. The wage adjustment for 2014 is based on 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July to June). However, if there are significant shifts in economic and fiscal conditions that occur during the term of this agreement, the parties agree to reopen negotiations for the 2014 COLA when triggered by either an increase in the County unemployment rate of more than two percentage points compared with the previous year or a decline of more than seven percent in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30, 2013, the County will assess whether the economic measurements listed above trigger a contract reopener for COLA for 2014. In addition, two classifications have been modified to more accurately describe the work of the employees and wage rates have been increased based on market factors.

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.

Thank you for your consideration of this ordinance. This important legislation will further the efficient operations of the Wastewater Treatment Division and allow King County residents to continue to receive vital services from the employees covered by this collective bargaining agreement.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Michael Woywod, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks)	
Effective Date:	7/1/2010 – 6/30/2014	
Affected Agency and/or Agencies:	Wastewater Treatment Division	
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004
Department Sign Off:	Sandra Kilroy, Assistant Division Director, Wastewater Treatment Division	Phone: 296-8047
Note Reviewed by: Supplemental Required?	John Walsh, Budget Analyst	Phone: 263-9695
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2011	2012	2013	2014
Wastewater	461	DNRP	\$ 0	\$ 66,344	\$ 87,051	\$ 39,758
<i>TOTAL: Increase FM previous year</i>			\$ 0	\$ 66,344	\$ 87,051	\$ 39,758
<i>TOTAL: Cumulative</i>			\$ 0	\$ 66,344	\$ 153,395	\$ 193,154

EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Department	2011 Base	2011	2012	2013	2014
Salaries			\$ 1,820,749	\$ 0	\$ 57,700	\$ 75,710	\$ 34,578
OT			\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
PERS & FICA			\$ 272,748	\$ 0	\$ 8,644	\$ 11,341	\$ 5,180
Total			\$ 2,093,497				
<i>TOTAL: Increase FM previous year</i>				\$ 0	\$ 66,344	\$ 87,051	\$ 39,758
<i>TOTAL: Cumulative</i>				\$ 0	\$ 66,344	\$ 153,395	\$ 193,154

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period(s):** 7/1/2010 – 6/30/2014
- Wage Adjustments & Effective Dates:**
 - COLA:** 0.00% for 2011; 90% Seattle June to June for 2012, 1.63%; 95% Seattle June to June for 2013, 3.09%; 95% Seattle June to June for 2014, assumed at 2.00%. Assumption per Forecasting Council.
 - Other:**
 - Retro/Lump Sum Payment:** 2012 Retro assuming November 1 implementation = \$55,287. Retro for range increases = \$75,480. Total retro pay = \$130,767
- Other Wage-Related Factors:**
 - Step Increase Movement:**
 - PERS/FICA:** 14.98%
 - Overtime:** NA
- Other Cost Factors:**
 - 3 range increase for Assistant Operations Managers (effective 5/13/2008), 1 range increase for Finance Manager (effective 7/1/2010)
 - The conversion of 40 hours of sick leave to Benefit Time in 2012 expected to increase costs in 2013 by approximately \$18,477 and the conversion 30 hours of sick leave to Benefit Time in 2013 is expected to increase costs in 2014 by approximately \$13,858.