

**Master Labor Agreement (MLA) - Appendix 14
 Agreement Between King County
 And
 International Brotherhood of Teamsters Local 117
 Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks
 [157]**

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MEMORANDUM OF AGREEMENT: AGREEMENT REGARDING WAGE STUDY

1 **Opening** - A vacancy the County has determined should be filled.

2 **Part-time Employee** - An employee normally scheduled less than forty (40) hours per week.

3 **Regular Employee** - A career service employee.

4 **Special Duty Assignment** - A temporary appointment of a regular employee to perform work
5 in a higher paid position.

6 **Temporary Employee** - Includes probationary, provisional, short-term and term-limited
7 employees.

8 **Transfer** - Movement of an employee from one position and/or job assignment to another
9 within the same classification or different classification with the same pay range as the former
10 classification.

11 **Vacancy** - An unfilled FTE position.

12 **PREAMBLE**

13 This Agreement is the result of good faith negotiations between King County (the County)
14 and the Teamsters Local Union No. 117 (the Union).

15 This document establishes a framework within which the County and the Union can achieve
16 our joint mission to efficiently and effectively operate and maintain the public's wastewater treatment
17 system while providing a high quality work environment. Both parties agree that this Agreement
18 promotes and provides the flexibility and openness needed to further the goals of improving the work
19 environment, promoting safety and wellness, and productivity initiatives.

20 This Agreement was written through a collaborative process that allowed the County and the
21 Union to communicate openly to produce a contract while building positive, ongoing relationships.

22 The Agreement was developed to accomplish the following goals:

- 23 • Develop a compensation and benefit package that is the best in the wastewater treatment
24 industry, and which will attract and retain outstanding employees.
- 25 • Create an Agreement that generates gains in efficiency and effectiveness, is economically
26 feasible, and is justifiable to the Council, the ratepayer, and the public.
- 27 • Write an Agreement that is clear and easily understood.
- 28 • Develop an Agreement consistent with a supportive, productive, challenging, high-quality

1 work environment in which all employees are treated with dignity and respect and are valued for their
2 individual and team contributions.

3 • Collaborate to produce an excellent Agreement while building an ongoing
4 labor/management relationship based on open communications, mutual trust, and respect.

5 • Include a process in the Agreement by which mutually beneficial changes can take place.

6 **ARTICLE 1: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION, SHOP**

7 **STEWARDS**

8 See also MLA Article 23.

9 **1.1 Union Recognition**

10 The County recognizes the Union, as the sole and exclusive bargaining representative of all
11 full-time and part-time employees in accordance with the PERC certification and voluntary accretion
12 agreements between the parties whose job classifications are listed in the attached Addendums A
13 and B.

14 **1.2 Union Membership**

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

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

28 C. Failure by an employee to abide by the provisions of paragraphs A and B will

1 result in discharge. If an employee has failed to fulfill the obligation set forth in A and B, the Union
2 will provide the employee and the County with seventy-two (72) hours notice of intent to seek the
3 discharge of the employee. During this period the employee may bring the amount in arrears current
4 to avoid discharge.

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

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

12 **1.3 Union Dues Deduction**

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

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

20 **1.4 Shop Stewards, Union Activities and Representation**

21 A. Union Representatives (Staff) may visit the work location of employees covered
22 by the Agreement at any reasonable time. They shall report to the appropriate manager/designee
23 upon arrival at the work site being visited.

24 B. The Union will provide the Division Human Resource Manager and the Labor
25 Negotiator with the names of Shop Stewards. When contract administration business is conducted
26 during working hours, the Shop Steward is responsible for clearing the time taken away from work
27 with his/her manager or supervisor.

1 **ARTICLE 2: NON-DISCRIMINATION**

2 2.1 Neither the County nor the Union will discriminate against any individual with respect to
3 compensation, terms, conditions, or privileges of employment on the basis of sex, race, creed, color,
4 religious affiliation, national origin, age, marital status, military status, gender identity or expression,
5 sexual orientation, or disability, except as otherwise provided by law.

6 2.2 All employees share the responsibility of maintaining a work environment that is
7 supportive of equal employment opportunity. Employees, and members of the public alike, will be
8 treated fairly and with dignity and respect.

9 **ARTICLE 3: NO STRIKES OR LOCKOUTS**

10 During the term of this Agreement, neither the Union nor the employees covered by this
11 Agreement shall cause, engage in, sanction, or in any way encourage employees covered by this
12 bargaining unit to slowdown or strike. The County shall not institute any lockout of its employees
13 during the life of this Agreement.

14 **ARTICLE 4: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

15 4.1 The County shall have exclusive authority and responsibility to administer all matters that
16 are not covered by this Agreement.

17 **4.2 Management Rights - Enumerated**

18 The management of the County and the direction of the work force is vested exclusively in
19 the County, except as may be limited by the express written terms of this Agreement. All matters,
20 including but not limited to, the right to hire, appoint, promote, demote, transfer, layoff, discipline
21 and discharge temporary employees, and discipline and discharge regular employees for cause; train,
22 assign and direct the work force; improve efficiency; develop work rules, policies and procedures;
23 develop and modify classification specifications, allocate positions to those classifications, allocate
24 employees to those positions; determine work schedules, determine location of facilities and assign
25 employees to those locations; appraise employee performance; contract out work; determine wage
26 rates and wage schedules, place employees on the wage schedules and wage rates, and determine the
27 methods employees move through wage schedules and wage rates; determine methods, processes and
28 means for providing services; may be administered for its duration by the County in accordance with

1 such policy or procedures as from time to time may be determined and take whatever actions are
2 necessary in emergencies as determined by the County.

3 **4.3 Payroll System**

4 The parties agree the County has the right to implement a common biweekly payroll system,
5 standardize pay practices and Fair Labor Standards Act's workweeks. The parties agree that
6 applicable provisions of the collective bargaining agreement may be re-opened at any time by the
7 County for the purpose of negotiating standardized pay practices, to the extent required by law.

8 **ARTICLE 5: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**

9 **5.1 General**

10 Employees covered by this Agreement may be either full-time or part-time. The County shall
11 staff positions as full-time where possible, recognizing that legitimate work requirements or
12 employee needs may require the employment of part-time or term-limited, short-term or provisional
13 temporary employees, or employees working special duty.

14 **5.2 Probationary Period**

15 The first six (6) months of employment in a regular position shall be a probationary period for
16 all employees hired into a regular position. During this period a probationary employee may be
17 terminated or have his/her probationary period extended without recourse to the Dispute Resolution
18 Procedure under Article 10. If the probation period is to be extended, written notice of the extension
19 must be given to the employee and the Union and should be provided prior to the end of the
20 probationary period.

21 **5.3 Trial Service Period**

22 All regular employees promoted or transferred to a different classification within the
23 bargaining units shall serve a six (6) month trial service period. An employee who does not
24 successfully complete the trial service period in a position to which he or she had been promoted or
25 transferred may be restored to his or her former position. Such restoration is not mandatory, but is
26 optional at the discretion of the former appointing authority provided the position is open and
27 available.

1 **ARTICLE 6: PERSONNEL ACTIONS**

2 **6.1 Job Posting** – See MLA article 18.

3 **6.2 Special Duty for Internal Candidates** – See MLA Article 15.

4 **6.3 Competitive Promotions**

5 A. For all competitive promotions to regular positions, selection criteria will be
6 established in advance by the appointing authority. A panel that includes at least one bargaining unit
7 representative will interview and evaluate candidates, and make recommendations to the appointing
8 authority. The same selection criteria shall apply to external and internal candidates.

9 B. **Internal candidates.** Internal candidates refers to employees covered by the
10 Professional and Technical and Administrative Support Unit (Staff) and this Agreement. Employees
11 who are not represented under this Agreement or the Staff Agreement who are filling a Local 117
12 position on an acting basis are not internal candidates for the purpose of this Section. Openings for
13 vacancies shall first be posted for a minimum of fourteen (14) days for regular bargaining unit
14 members who are in the same classification and wish to be considered for transfer. The selection
15 panel will first consider internal transfer applications from members of the Supervisors' bargaining
16 unit. If there are no transfer candidates, the position will be open to competitive internal candidates.

17 C. **External candidates.** If no competitive internal candidate is selected by the
18 appointing authority, the position will be open to external applicants. The County may post for
19 internal and external applicants simultaneously.

20 **6.4 Layoffs of Regular Employees**

21 A. In the event of a need for a reduction in force, the County will meet with the Union
22 as far in advance as possible, a minimum of six (6) weeks, to identify the reasons requiring the
23 reduction and the number and classifications of employees affected.

24 B. The County and the Union agree that these affected regular employees shall be
25 given preference for non-promotional job openings within the bargaining units for which they meet
26 the minimum qualifications. If layoffs are required, the least senior employee(s) in the affected
27 classification in the bargaining unit shall be laid off provided that those employees remaining on the
28 job are qualified to perform the work assigned.

1 C. Regular employees subject to layoff shall be allowed to exercise seniority rights as
2 defined in Article 7.2 to displace the least senior employee in another bargaining unit classification,
3 provided he/she has completed a probationary period in the classification, and has more seniority than
4 the least senior employee in the classification.

5 **6.5 Outplacement**

6 The County will make available its employee outreach services for employees who have been
7 notified of their impending layoff through the County's employment resource center.

8 **6.6 Recall**

9 A. Regular employees laid off shall be eligible for recall for two (2) years from date
10 of layoff. Employees shall be recalled to the affected classifications in the order of seniority (the
11 most senior being recalled first) provided that those recalled are qualified to perform the work
12 assigned.

13 B. To be eligible for recall, a laid-off employee must keep the County informed of
14 his/her current address and phone number. The County shall notify laid-off workers of recall by
15 certified letter. When offered re-employment from layoff, the employee must indicate acceptance
16 and report for work within thirty (30) days unless unusual circumstances prohibit return within that
17 time period.

18 C. Employees failing to respond and return in accordance with the requirements of
19 this section shall be considered to have waived their recall rights.

20 **ARTICLE 7: SENIORITY**

21 **7.1** All regular employees shall accrue seniority from the date of hire. All temporary
22 employees subsequently hired into a regular position without a break in service and who complete the
23 probationary period shall be credited with seniority retroactive to date of hire as a temporary
24 employee.

25 **7.2** Seniority for layoff and recall shall be defined as the length of continuous service with
26 the County including time served under the former Metro.

27 **7.3** Seniority for purposes of transfers and all other purposes under the Agreement that refer
28 to classification seniority shall be defined as the length of continuous service within the classification.

1 **ARTICLE 8: DISCIPLINARY ACTION**

2 See MLA Article 27.

3 **ARTICLE 9: PERFORMANCE APPRAISALS AND PERFORMANCE IMPROVEMENT**

4 **PLAN**

5 See also MLA Article 27.

6 **9.1 Performance Appraisals** The County shall maintain a system of employee performance
7 evaluations/development reviews designed to give a fair evaluation of the work performed by the
8 employee and to guide the professional development of the employee to meet business and individual
9 needs.

10 A. A copy of the final evaluation will be provided to the employee, and a copy will be
11 placed in the employee's permanent personnel file. The employee will be given an opportunity
12 within thirty (30) days of the evaluation to attach comments to the evaluation in the personnel file.

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

15 C. Each regular employee will receive an annual performance evaluation between
16 September 15th and October 15th of each year.

17 **9.2 Performance Improvement Plan (PIP)** When a regular employee's supervisor believes
18 the employee's performance is unsatisfactory, the supervisor will document the specific performance
19 deficiencies with a written performance appraisal.

20 A. Upon receipt of an unsatisfactory performance appraisal and, if requested, the
21 completion of a higher level review which confirms the unsatisfactory performance appraisal, the
22 employee will be placed on a PIP. The PIP will be reviewed by WTD Human Resources and will
23 include the following:

- 24 • Opportunity for the employee to be involved in the development of the PIP
- 25 • Description of the employee's specific performance deficiencies
- 26 • Specific performance objectives
- 27 • Listing of resources available to the employee, as appropriate
- 28 • Specified duration (up to 12 months) that provides sufficient time for the employee

1 to make the required improvements

- 2 • Regular review of the employee’s performance with written evaluation to the
3 employee indicating his/her progress in meeting the specific performance
4 objectives.

5 **B.** The act of placing an employee on a PIP is not a grievable action.

6 **C.** While on a PIP, an employee will not receive any scheduled salary step increase.

7 If the employee successfully completes the PIP, the employee will then receive the delayed salary
8 step increase the first pay-period following successful completion of the PIP. The employee will not
9 be paid retroactive step increase for the period the step increase was delayed. Delayed receipt of a
10 salary step increase will not impact future scheduled salary step increases.

11 **D.** When an employee is unable to satisfactorily perform the specific performance
12 objectives of his/her PIP, the supervisor may extend the period of the PIP (but not to exceed the 12
13 month maximum) if the supervisor determines that the employee may be able to make the required
14 improvements if given more time.

15 **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

16 See also MLA Article 26.

17 **10.1.** Offers to settle and aspects of settlement discussions will not be used as evidence or
18 referred to if the grievance is not resolved by this process.

19 **ARTICLE 11: CLASSIFICATIONS AND RATES OF PAY**

20 **11.1** The classifications and rates of pay for all employees in the Supervisors’ bargaining
21 units are listed in Addendums A and B of this Agreement.

22 **11.2** The General Wage Increase provisions are described in the “Total Compensation”
23 MOA.

24 **11.3** Regular employees who receive a satisfactory annual performance appraisal shall
25 progress two (2) steps annually until reaching the top step of their salary range. New employees
26 hired shall be placed at Step 2 of their range and shall progress two (2) steps annually on
27 November 1, until they reach the top step of their range, provided they have completed probation or
28 trial service period by November 1 and receive a satisfactory performance appraisal. The County

1 may hire an employee above Step 2 in accordance with 3.15.120 of the King County Code.

2 Regular employees who are at Step 10 and receive the highest rating on their performance
3 appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of two point five
4 percent (2.5%), or five percent (5%), above Step 10. This must be re-earned each year.

5 **11.4 Working Out of Class.** A regular employee who is temporarily assigned in writing by
6 his/her supervisor to perform the work of a higher-paying classification for a period of one (1) work
7 day or more for employees paid on an hourly basis or one (1) workweek or more if paid on a salary
8 basis, shall receive a pay increase of approximately five percent (5%), but not more than the
9 maximum of the salary range of the higher classification. Special duty pay may exceed the top of the
10 salary range where the employee is receiving above-Step-10 incentive pay. In those instances, the
11 special duty pay may exceed the maximum of the new pay range by no more than five percent (5%)
12 and shall continue only as long as the incentive pay would have remained in effect. Supervisors on
13 special duty will maintain a minimum of a five percent (5%) increase over their highest paid
14 subordinate classification base rate, but not to exceed the maximum of the supervisor's assigned
15 salary range.

16 **11.5** Shift supervisors regularly assigned to operations rotating shift shall receive a shift
17 differential of one dollar (\$1.50) per hour for all compensated hours. Employees temporarily
18 assigned to a full rotating shift shall receive the rotating shift premium. In addition to the rotating
19 shift premium provided herein, employees shall receive a premium of seven percent (7%) of their
20 regular rate of pay for all hours worked on the nighttime shift portions of the rotating shift.
21 Employees temporarily assigned to the nighttime shift portion of the rotating shift shall receive the
22 seven percent (7%) rotating shift premium for hours worked on the nighttime shift portions of the
23 rotating shift.

24 **11.6** Shift supervisors not assigned to standby who are called in to work on an unscheduled
25 basis or because of an emergency, within twelve (12) hours or less of their scheduled report time,
26 shall be paid at the overtime rate for the actual hours worked, with a minimum of three (3) hours. If
27 subsequent call-ins fall within three (3) hours, further pay will not start until the fourth (4th)
28 unscheduled work hour. A call-in may be cancelled; however, if the call-in is cancelled less than four

1 (4) hours prior to the scheduled start of the call-in, the employee shall be paid the minimum amount
2 of call-in pay (three [3] hours). Travel time to and from the job shall be considered as working time
3 in such circumstances. Employees who have been notified more than twelve (12) hours before report
4 time that their work schedule has been changed shall not be eligible for call-in pay.

5 **11.7** Shift supervisors who are scheduled to attend meetings on their regular day(s) off or
6 who are required to return to work on a work day to attend a meeting or are required to return to work
7 on a day off shall be compensated for the greater of two (2) hours or the actual meeting time at the
8 overtime rate.

9 **11.8** All employees who have one or more valid certifications described below in a discipline
10 directly applicable to their employment, shall be paid fifty dollars (\$50) per month per certification,
11 up to a maximum of one hundred (\$100) per month. Membership in an organization does not qualify
12 an employee for compensation.

13 **Certifications:**

14 Certified Public Accountant (CPA)

15 Certified Safety and Health Manager (CSHM)

16 Certified WDOE Group 4 Operator

17 Washington State Professional Engineer (PE)

18 **ARTICLE 12: HOURS OF WORK AND OVERTIME**

19 **12.1** Except for shift supervisors, employees covered by this bargaining unit are employed in
20 a bona fide executive, administrative or professional capacity and are in turn exempt from overtime
21 payments under the Federal Fair Labor Standards Act (FLSA) and are expected to work the hours
22 necessary to satisfactorily perform their jobs. The following provisions of this Article apply only to
23 shift supervisors. Shift supervisors shall be treated as hourly employees; they are eligible for
24 overtime, compensatory time, and other benefits of this Agreement that normally apply to hourly
25 employees.

26 **12.2 Hours of Work**

27 **A.** Regular work shifts are eight (8) hours per day for five (5) consecutive days per
28 week, or ten (10) hours per day for four (4) consecutive days per week.

1 B. Rotating shifts are four (4) continuous days of two (2) eleven and seven-tenths
2 (11.7) hour day shifts and two (2) eleven and seven-tenths (11.7) hour night shifts, followed by four
3 (4) scheduled days off before starting a new rotation cycle.

4 C. Other innovative work schedules mutually agreed upon by the County and the
5 Union may be utilized.

6 **12.3** The following provisions of this Article apply only to shift supervisors.

7 **12.4 Meal and Rest Periods**

8 A. Thirty (30) minute meal periods will be provided on the employee's time during
9 each shift or workday. Except in emergencies, employees will not be required to respond to work
10 needs during the unpaid meal period.

11 B. Fifteen (15) minute paid rest periods will be provided approximately midway
12 through each one-half (1/2) shift. Employees assigned to work the eleven and seven tenths (11.7)
13 hour rotating shift will be provided with three (3) fifteen (15) minute paid rest periods during each
14 shift.

15 C. Employees will not be required to work longer than three (3) hours without a rest
16 or meal period except in emergencies.

17 **12.5 Overtime**

18 A. Employees required to work more than their regular workday or workweek will be
19 paid either overtime for such additional hours at one and one-half (1-1/2) times the employee's
20 regular hourly rate of pay or compensatory time at the rate of one and one-half (1-1/2) times the
21 amount of overtime hours actually worked.

22 B. Paid benefit time, extended sick leave and compensatory time shall not be counted
23 as time worked for purposes of overtime calculation. The County will provide the Union with at least
24 thirty (30) days notice of any change in the workweek or payroll week for employees covered by this
25 Agreement.

26 C. For the purpose of calculating overtime, an employee's workday shall be defined
27 as beginning with the first (1st) hour of their regularly assigned shift and continuing for a total of
28 twenty-four (24) consecutive hours. The workweek shall consist of seven (7) consecutive twenty-

1 four (24) hour periods as defined by the County.

2 D. When an employee is held over or called in for a work period that includes a
3 regular meal period, the meal period will be unpaid.

4 E. Employees working two (2) consecutive hours of unscheduled overtime
5 immediately following the employee's regularly scheduled workday shall be eligible to receive a
6 meal expense reimbursement. For purposes of this provision, "unscheduled overtime" is overtime
7 about which the employee is notified on the day in question.

8 **12.6 Compensatory Time**

9 A. Accrued compensatory time shall be available for the employee's use as paid time
10 off the job. Accrued compensatory time in excess of eighty (80) hours (forty-eight [48] hours where
11 requested by the employee) shall be paid off at the conclusion of each calendar year quarter at the
12 employee's regular hourly rate of pay. A current balance of compensatory time hours available will
13 be shown on the pay stub. Employees may not use compensatory time until it is earned and is shown
14 on the pay stub.

15 **B. Overtime/Compensatory Time Option.** The supervisor and the employee shall
16 determine which form of compensation will be provided. The employee's preference for either
17 overtime pay or compensatory time or a combination thereof will be honored. However, business
18 needs may prevent the employee from earning compensatory time in lieu of overtime pay. This
19 selection shall be made prior to the employee submitting their time sheet for the pay period in which
20 the overtime was worked. Employees' requests to use compensatory time earned may be denied if
21 such leave would unduly disrupt the County's business operations.

22 **12.7** Fourteen (14) calendar days notice will be given an employee prior to implementing an
23 involuntary change in the employee's regular schedule, except in cases of emergency.

24 **12.8** The County may not change an employee's regular schedule for the purpose of avoiding
25 the payment of overtime.

26 **ARTICLE 13: BENEFIT TIME AND EXTENDED SICK LEAVE**

27 **13.1 General Description**

28 The benefit program has two elements to it: one is Benefit Time (BT) and the other is

1 Extended Sick Leave (ESL). Both programs are for benefit eligible employees and built on the
2 accrual rate table set forth in Section 13.5. This program recognizes the need for scheduled time
3 away from the job (vacation and holidays) for personal reasons and for occasions when the employee
4 must be away because of illness or injury. Benefit Time is administered with the understanding that:
5 a) BT is intended to constitute wages earned for services rendered, and b) because business needs
6 may constrain employees' ability to utilize leave, the Agreement provides for a yearly cash
7 conversion of up to one hundred twenty (120) hours of Benefit Time.

8 **13.2 Definitions**

9 **A.** All BT and ESL time is based on a two thousand eighty (2,080) hour year. BT is
10 the bank of time accrued for use during scheduled paid time off, including holidays, and unscheduled
11 paid time off (excluding bereavement leave and jury duty) to include the first two (2) consecutive
12 days of unscheduled illness for employees and to care for their eligible dependents.

13 **B.** ESL is the bank of time accrued for use during all paid nonscheduled illness
14 exceeding two (2) consecutive scheduled workdays for employees and to care for their eligible
15 dependents, as well as for pre-scheduled paid time off (e.g., surgery or tests) or injury of the
16 employee or to care for an eligible dependent.

17 **C.** Employees may donate BT and ESL to another benefit eligible employee in
18 accordance with County guidelines for donation of vacation and sick leave, respectively.

19 **13.3 Principles**

20 **A.** The BT program is intended to provide a productive workplace where employees
21 are encouraged to be healthy and regularly be at work.

22 **B.** Operational efficiency is increased by the responsible management of the BT
23 usage. The appropriate use of BT rests with the business teams.

24 **13.4 Absence**

25 **A.** Employees are expected to schedule BT as far in advance as possible to facilitate
26 business team planning. Employees are expected to notify the County each day of any unscheduled
27 absence. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days,
28 the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day.

1 However, all BT and ESL time shall be coordinated with, and supplementary to, Workers'
2 Compensation.

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

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

11 **D.** Employees unable to work because of any other personal emergency shall be
12 allowed to use BT for any unworked but scheduled hours.

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

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1 **13.5 BT ESL Accrual**

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

4

	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
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

20

21

22 B. ESL accrual shall accumulate for all employees on the basis of fifty-six (56) hours
23 per year (0.0269 hours per hour).

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

26 **13.6 BT and ESL Accumulation**

27 A. Employees with at least four hundred and eighty (480) hours at the pay period
28 ending before April 1st shall have the option to convert up to one-hundred twenty (120) hours of BT

1 to cash if their classification is listed under Addendum A. Employees whose classifications are listed
2 under Addendum A who promote into a position covered by this Agreement and all employees hired
3 after January 1, 2018, will be limited to converting forty (40) hours of BT time to cash. Except,
4 employees hired or promoted into a rotating shift Wastewater Treatment Supervisor position after
5 January 1, 2018 will be able to convert up to eighty (80) hours of BT into cash. Except further,
6 Wastewater Treatment Supervisors who are hired before January 1, 2018 and eligible for converting
7 up to one hundred twenty (120) hours of BT to cash will retain their cash out rate when moving from
8 or to a rotating shift to non-rotating shift position. All other BT eligible employees will be able to
9 convert up to forty (40) hours of their BT time to cash, down to a balance of four hundred and eighty
10 (480) hours.

11 **B.** BT in excess of six hundred (600) hours for employees who can convert up to one
12 hundred twenty (120) hours of BT to cash, or in excess of five hundred and sixty (560) for employees
13 who can convert up to eighty (80) hours of BT to cash, or in excess of five hundred twenty (520) for
14 employees who can convert up to forty (40) hours of BT to cash from the pay period ending before
15 April 1st of the calendar year shall be forfeited. Exception: an employee who exceeds their BT cap
16 i.e., six hundred (600) or five hundred and sixty (560) or five hundred twenty (520) hours, on or after
17 April 1 as a direct result of cancellation by the County of the employee's absence shall be allowed to
18 retain the excess hours for up to six (6) additional months (to the following October 1) provided the
19 employee did not have an opportunity to use the excess time before April 1.

20 **C.** There shall be no limit on the amount of ESL accrued.

21 **13.7 Upon Retirement or Death**

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

27 **13.8** Employees have successfully completed probation may cash-out a maximum of four
28 hundred eighty (480) hours of BT time upon leaving employment in good standing. Employees

1 returning to regular service who resigned, were separated for non-disciplinary medical reasons or
2 from layoff within two (2) years will have their ESL restored.

3 **13.9 Holidays**

4 A. All work performed on the following holidays by hourly employees shall be paid
5 at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked.

- 6 • New Year's Day
- 7 • Martin Luther King Jr.'s Birthday
- 8 • Washington's Birthday (also known as President's Day)
- 9 • Memorial Day
- 10 • Independence Day
- 11 • Labor Day
- 12 • Veteran's Day
- 13 • Thanksgiving Day
- 14 • Day after Thanksgiving Day
- 15 • Christmas Day

16 B. Holidays will be on the actual day of the holiday for shift crews and on the day the
17 County observes the holiday for employees whose workdays are on Monday through Friday. Shift
18 supervisors required to work on December 24th will be paid one and one-half (1-1/2) times the
19 employee's hourly rate of pay for all hours worked.

20 **ARTICLE 14: BENEFITS**

21 **14.1 Benefit Plan Administration** – See also MLA Article 25.

22 The administration of the employee benefit plans is the responsibility of the County. The
23 County is committed to helping employees understand the benefits to which they are entitled
24 eliminating red tape where possible, and ensuring efficient administration by the parties with which it
25 contracts. The County may make administrative changes that are necessary or desirable and will
26 notify the Union of administrative changes as they occur.

27 The County shall maintain the current level of benefits under its medical, dental, vision and
28 life insurance programs during the life of this Agreement, except that:

1 A. There is an established Labor/Management Insurance Committee comprised of
2 representatives from the County and the Labor Union Coalition whose function is to review, study,
3 and make recommendations relative to existing medical, dental, and life insurance programs.

4 B. The Union and the County agree to incorporate changes to employee insurance
5 benefits which the County may implement as a result of the agreement of the Joint Labor
6 Management Insurance Committee.

7 **14.2 Eligibility**

8 Benefit eligible employees and their eligible dependents will receive insured benefits (e.g.,
9 medical and dental) coverage from the first day of the calendar month following the date of hire, or
10 the date of hire if it is the first day of the month.

11 **14.3 Retirement**

12 Bargaining unit employees are currently covered by the Public Employees Retirement
13 System. All terms, conditions, and benefits shall be pursuant to the laws, ordinances, and rules and
14 regulations governing this retirement system.

15 **14.4 Pension Trust**

16 **14.4.1 Contribution.** The County will contribute one dollar (\$1.00) to the Western
17 Conference of Teamsters Pension Trust (Pension Trust) on behalf of each member of the bargaining
18 unit whose position is covered under Addendum A and two dollars (\$2.00) for those classifications
19 covered under Addendum B in accordance with the parties' pension agreements.

20 **14.4.2 Wage Reduction.** In order to participate in the Pension Trust all bargaining
21 unit employees shall have their wage rate reduced by the amount of the County's contribution on the
22 employee's behalf pursuant to Section 14.4.1. The parties agree and understand that this contribution
23 shall not be reported as part of the employees' wage to the State Department of Retirement Systems
24 or the Internal Revenue Service, nor shall this contribution be part of the employees' wage for
25 computation of overtime or any salary-based premium pay.

26 **14.5 Workers' Compensation**

27 A. The County will maintain workers' compensation procedures and payments
28 consistent with all state laws, administrative rules, and guidelines promulgated by the state legislature

1 and Department of Labor and Industries.

2 **B.** In addition to the compensation benefits accruing to employees under state
3 industrial insurance laws, or in addition to the compensation earned for alternative work, an
4 employee may use his/her accrued BT and ESL to supplement the workers' compensation payment.
5 An employee will not receive compensation in excess of what he/she would normally receive in net
6 take-home pay. Any overpayment must be returned to the County. Net take-home pay will be
7 calculated based on the employee's hourly wage at the time of injury times eighty (80) hours minus
8 mandatory deductions.

9 **C.** Employees who miss work due to on-the-job injuries will continue to accrue BT
10 and ESL on straight-time hours of work lost, for a maximum of sixty (60) workdays missed during
11 each calendar year.

12 **14.6 'Home Free' Guarantee**

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

19 **14.7 Prior Ongoing Permanent Savings**

20 In order to memorialize the gainsharing distribution for ongoing permanent savings to the
21 wastewater program achieved under the prior collective bargaining agreement, a permanent
22 adjustment for past productivity gains will be added to the base hourly pay rate for all employees
23 employed in a bargaining unit position prior to November 18, 2006 and shall be adjusted for GWI in
24 accordance with the provisions of the "Total Compensation" MOA. Employees hired or promoted
25 into bargaining unit positions on or after November 18, 2006 shall be entitled to receive the wage
26 adjustment under this section if the employee is hired/promoted from a position which received the
27 adjustment at the time of the hiring/promotion. The provisions of this section will not apply to
28 employees in classification listed under Addendum B.

1 **ARTICLE 15: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

2 **15.1 Leaves of Absence With Pay**

3 **A. Bereavement Leave.** – See MLA Article 8.

4 **B. Jury Duty/Subpoena.** – See MLA Article 5.

5 **C. Military Duty/Training Leave.** – See MLA Article 2.

6 **D. Executive Leave.** Employees covered by this Agreement who are in salaried
7 positions and eligible for Executive Leave as provided in Executive policy will receive three (3) days
8 of Executive Leave per calendar year. Executive Leave up to seven (7) additional days per year, as
9 provided in the Executive policy, may be granted at the discretion of the County.

10 **15.2 Family and Medical Leave** – See MLA Article 11.

11 **15.3 Military Family Leave**

12 **A.** As provided under RCW 49.77 employees whose spouse is a member of the
13 United States armed forces, national guard, or reserves who has been notified of an impending call or
14 order to active duty, or who has been deployed, or when the military spouse is on leave from
15 deployment, shall be entitled to a total of fifteen (15) days of unpaid leave per deployment or the use
16 of accrued paid leave.

17 **B.** In addition, the National Defense Authorization Act (NDAA) amends the Family
18 and Medical Leave Act (FMLA) by providing up to twelve (12) weeks of leave for “any qualifying
19 exigency” and up to twenty six (26) weeks of FMLA leave to care for the serious health condition of
20 an injured or ill covered service member. Leave for a “qualifying exigency” provides up to twelve
21 (12) weeks of leave for one of eight (8) clearly defined reasons arising out of the fact that the spouse,
22 son, daughter, or parent of the employee is on active duty, or has been notified of an impending call
23 to active duty status in support of a contingency operation. Military caregiver leave under the NDAA
24 provides up to twenty six (26) weeks of leave, instead of the standard twelve (12) weeks, to care for
25 the serious health condition of a covered service member who is recovering from an illness or injury
26 sustained in the line of duty. Eligible family members for military caregiver leave include the
27 spouse, son, daughter, parent, or next of kin of the injured covered service member. Leave under the
28 NDAA continues to follow the same eligibility criteria, protections and benefits available under the

1 FMLA law.

2 **15.4 Domestic Violence Leave**

3 Employees who are victims of or who have family members that are victims of domestic
4 violence, sexual assault, or stalking may take reasonable leave from work for legal or law-
5 enforcement assistance, medical treatment or counseling as provided for under RCW 49.76.
6 Employees may use any accrued leave for domestic violence leave, including ESL or BT,
7 compensatory time, or unpaid leave time. Employees eligible for this leave include a child, spouse,
8 parent, parent-in-law, grandparent or person whom with the employee has a dating relationship.

9 **15.5 Leaves of Absence Without Pay – See MLA Article 3.**

10 **15.6 Return from Leave of Absence**

11 A. Regular employees wanting to return from a medical leave of absence, or who
12 need to extend the leave of absence beyond the original return date, may be required to be examined
13 by a physician of the County’s choice at the County’s cost to determine the employee’s right to either
14 a continuing leave or work status.

15 B. Regular employees will be re-employed in their former classification at the end of
16 the leave, provided the employee is able to perform the work. Seniority, ESL balance earned, and BT
17 accrual rates based upon seniority established at the time of departure on leave of absence shall be
18 restored when the employee returns to work. No seniority or benefits will accrue while on a leave of
19 absence without pay. In the case of Union business leave, employees granted leave will continue to
20 earn seniority.

21 **15.7** To the extent that the Washington State Family Care Act (RCW 49.12.295) provides a
22 greater benefit than the provisions of this Agreement, the Washington State law will apply.

23 **ARTICLE 16: SPECIAL CONDITIONS**

24 **16.1 License and Tuition Reimbursement**

25 Employees required to have special licenses and/or required to attend seminars/outside
26 courses of study that relate to business needs and are approved in advance will be reimbursed.

27 **16.2 Vehicle Usage Reimbursement**

28 Employees who are required and are authorized to use their own vehicles on the County’s

1 business shall be reimbursed at the Internal Revenue Service rate or the rate established by Council,
2 whichever is greater.

3 **A. Take-Home Vehicles**

4 Because certain classifications in the bargaining unit require specialized vehicles with
5 specialized equipment to perform county work outside of an employee's normally scheduled
6 workday, employees assigned to such classifications shall be assigned County-owned vehicles with
7 such equipment in accordance with County policy.

8 **16.3 Personnel Files**

9 The employee or his/her representative (if the employee so authorizes in writing) may
10 examine the employee's personnel files, including the division personnel file.

11 Employees may request that a document be removed from their personnel file in accordance
12 with established division procedures and HR policy.

13 **16.4 Legal Counsel**

14 Employees named as a defendant in a civil action arising out of the performance of the
15 employee's duties shall be provided legal representation and indemnification in accordance with the
16 provisions of King County Code 4.13.010 and 4.13.020.

17 **16.5 Drug and Alcohol Testing Policy**

18 **A.** The parties have agreed to implement the "Prohibited Drug Use and Alcohol
19 Misuse Education and Testing Program Policy for Employees Occupying Safety-Sensitive Positions"
20 (hereinafter, "Drug and Alcohol Policy") with the following modifications or additions:

21 **B.** All bargaining unit employees subject to random testing will be included in a
22 single random testing pool of County employees.

23 **C.** The Union will be provided with a copy of the form(s) prepared indicating the
24 grounds for requiring an employee to submit to a reasonable suspicion test within 24 hours of testing
25 or as soon as possible thereafter.

26 **D.** When available, a second supervisor will observe the behavior that warrants a
27 reasonable suspicion test and will complete related forms in accordance with the Drug and Alcohol
28 Policy.

1 **16.6 Recognition Programs**

2 The County and the Union agree to develop and implement programs which recognize
3 employees in areas such as safety, service, and attendance.

4 **16.7 Safety Standards**

5 A. The County and its employees value a safe working environment and recognize
6 their mutual obligation to maintain safety standards. The County shall adopt and enforce a program
7 in accordance with applicable state and federal laws and regulations that encourages the safety
8 committees to establish programs that meet the County and the employee safety needs and that
9 clearly delineates safety equipment needs, thereby setting the standard for all employees to perform
10 their duties in a safe and competent manner.

11 B. The County shall supply and maintain safety-related items and equipment in
12 accordance with established practice and special conditions.

13 **ARTICLE 17: SAVINGS CLAUSE**

14 See MLA Article 30.

15 **ARTICLE 18: CONTRACTING OUT**

16 See MLA Article 16.

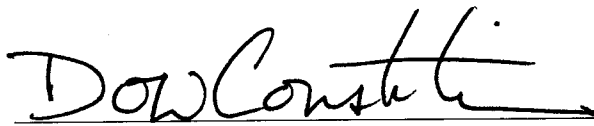
17 **ARTICLE 19: WAIVER CLAUSE**

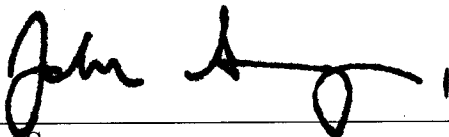
18 The Parties acknowledge that each has had the unlimited right within the law and the
19 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
20 collective bargaining. The results of the exercise of that rights and opportunity are set forth in this
21 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to
22 waive the right to oblige the other party to bargain with respect to any subject or matter not
23 specifically referred to or covered in this Agreement.

1 **ARTICLE 20: TERM AND APPLICABILITY OF AGREEMENT**

2 See MLA Article 31.

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7 APPROVED this 14 day of MARCH, 2018

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11 By: 
12 King County Executive

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17 
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19 John Searcy
20 Secretary-Treasurer
21 International Brotherhood of Teamsters Local 117
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25
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27
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John H. O.

ADDENDUM A, ADDENDUM B
Wage Addendum
International Brotherhood of Teamsters Local 117
Wastewater Treatment
Department of Natural Resources & Parks
Supervisors Units

cba Code: 157			ADDENDUM A		Union Code: F5
Job Class Code	PeopleSoft Job Code	Classification Title			Wage Range*
7120500	713501	Process Control Supervisor			71
2334500	234504	Safety and Health Supervisor			69
8700100	871106	Supervisor I			58
8700200	871207	Supervisor II			64
8700300	871305	Supervisor III			68
7540800	756802	Wastewater Maintenance Supervisor			69
7540500	756501	Wastewater Treatment Supervisor			69
7540500	756502	Wastewater Treatment Supervisor (Rotating)			68

cba Code: 157			ADDENDUM B		Union Code: F5A
Job Class Code	PeopleSoft Job Code	Classification Title			Wage Range*
2131400	214413	Business and Finance Officer IV			67
2139100	218101	Capital Projects Financial Advisor			75
1041100	110004	Financial Services Administrator			71
2441400	243413	Project/Program Manager IV			68

* For rates please refer to King County Squared Salary Table. The Union has agreed to reduce the wage rates under this contract by \$1.00 per hour for Addendum A and \$2.00 per hour for Addendum B pursuant to Article 14.4 of the collective bargaining agreement pertaining to participation in the Western Conference of Teamsters Pension Trust.

**Memorandum of Agreement
By and Between
King County
and
International Brotherhood of Teamsters Local 117
Representing Supervisory Bargaining Unit in the
Wastewater Treatment Division**

Subject: Agreement regarding wage study for Wastewater Treatment Division Supervisors Bargaining Unit Classifications

This Memorandum of Agreement (Agreement) is entered into by and between King County (the County), and the International Brotherhood of Teamsters, Local 117 (Union).

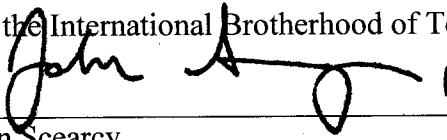
RECITALS

1. The Parties are subject to a collective bargaining agreement (CBA) which covers certain supervisors employed by King County's Wastewater Treatment Division (WTD). The Parties have been engaged in good faith bargaining as part of the Master Labor Agreement (MLA) process. As part of that process, the Union sought range adjustments for bargaining unit members. In order to reach agreement and to finalize the MLA process, the Parties have agreed to delay addressing the range adjustment issue at this time and agree to the following terms to conclude contract negotiations.

AGREEMENTS

1. The Parties agree to conduct a joint wage study with respect to the WTD Supervisors classifications covered by the CBA.
2. The Parties agree that the study will start as soon as practicable, but no later than January 31, 2018, and shall be concluded no later than April 30, 2018. The deadlines may be extended by mutual agreement of the Parties.
3. The Parties agree that a bargaining unit member shall be involved in the study and at least one bargaining unit member shall be present at all meetings.
4. If, after that study, the Parties agree that there is a range adjustment necessary, such adjustment will be retroactive to January 1, 2018.

For the International Brotherhood of Teamsters, Local 117:

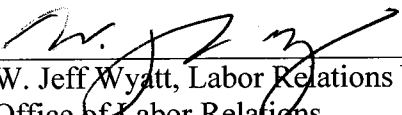


John Scearcy
Secretary-Treasurer

2/14/18

Date

For King County:



W. Jeff Wyatt, Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

2. 8. 18

Date

for the