



King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item No.:	10	Date:	29 October 2012
Proposed No.:	2012-0425	Prepared by:	Nick Wagner
Invited:	Robert Railton, Labor Negotiator, Office of Labor Relations Matthew House, Public Sector Coordinator, International Brotherhood of Teamsters, Local 117		

SUMMARY

Proposed Ordinance 2012-0425 (pp. 5-6 of these materials¹) would approve a collective bargaining agreement (CBA) and two memoranda of agreements (MOAs) between King County and the International Brotherhood of Teamsters, Local 117. The CBA (pp. 7-41) and the MOAs (pp. 43-47) cover about 27 employees in the Wastewater Treatment Division (WTD) of the Department of Natural Resources and Parks.

1. Term of the CBA

The CBA and one of the MOAs cover the period from 1 November 2010 through 31 December 2014 (CBA Article 19, p. 39). The other MOA covers the period from 1 January 2011 through 31 December 2014.

2. The Bargaining Unit

As described in the Executive's transmittal letter (pp. 53-55), the 27 employees who make up this bargaining unit are first-line supervisors at the WTD's wastewater treatment plants and in the finance section. These employees are critical to the mission of protecting public health and enhancing the environment through their twenty-four-hours-a-day, seven-days-a-week supervision and oversight of the division's conveyance, treatment, and energy recovery and reuse operations.

CHANGED CONTRACT PROVISIONS

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

¹ All page number references are to these meeting materials.

1. COLAs

The parties' MOA "addressing the budget crisis" (pp. 43-45) provides 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:

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 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. Market-based pay range increase

Based on the applicable labor market, Addendum A to the CBA (p. 41) increases the pay range of four of the classifications covered by the CBA by one range:

Classification Title	Previous Pay Range	Pay Range eff. 1 Jan 2012
Process Control Supervisor	70	71
Safety and Health Supervisor	68	69
Wastewater Maintenance Supervisor	68	69
Wastewater Treatment Supervisor	68	69

² The COLA percentages are based on the updated fiscal note (p. 57 of these materials). The percentage for 2014 is a projection by the 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)."

3. Management rights

The management rights section of the new CBA (p. 13) includes, for the first time, a non-exhaustive enumeration of a number of specific management rights, including, among others, the right to implement a common biweekly payroll system and standardize Fair Labor Standards Act work weeks and a wide range of rights to manage the workforce, such as determining work processes, assigning staff, and evaluating and managing employee performance.

4. Elimination of productivity initiative provisions

The previous CBA included provisions related to the Wastewater Treatment Division's productivity initiative, which rewarded employees for coming up with ideas for cost-saving improvements in work processes by allocating a share of the savings to the employees. The division's productivity initiative has been replaced by the Executive's continuous improvement initiatives, including Lean and three percent efficiencies (except that ongoing, permanent savings that were generated by an earlier cost-saving program, Gain Sharing, will continue to be shared with employees grandfathered under that legacy program), so the applicable contract language has been eliminated.

5. Reduction of annual limit on Benefit Time cash-out

The new CBA reduces the annual limit on Benefit Time cash-out from 120 hours to 40 hours for newly hired employees and those who promote within the bargaining unit, except for employees in the classification of Wastewater Treatment Supervisor who are working on a rotating shift, who are permitted to cash out up to 80 hours. A grandfather clause permits current bargaining unit members to continue to cash out up to 120 hours each year, but annual turnover in the unit will gradually reduce the number of grandfathered unit members. This is expected to result in a cost reduction through attrition.

6. Elimination of medical arbitration provision

A medical arbitration provision in the previous CBA has been eliminated and replaced by the County's current disability accommodation program.

7. Additional step added to grievance process

In Article 10 of the CBA (p. 20) , a new step has been added to the grievance process: appeal to the Labor Relations Director or the director's designee. This helps to promote consistency in the administration of labor agreements and to alert the Office of Labor Relations to issues that might be of countywide applicability.

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the Fiscal Note (p. 57) and is summarized in the table below.

	2012	2013	2014
Increase over previous year	\$100,527	\$113,693	\$75,862
Cumulative increase over 2011	\$100,527	\$214,220	\$290,082

CONSISTENCY WITH LABOR POLICIES

The proposed CBA is 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. 54 of these materials)

ATTACHMENTS

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 26, 2012

Ordinance

Proposed No. 2012-0425.1

Sponsors Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and two memoranda of agreement,
3 Addressing the 2011 Budget Crisis and Transfer
4 Procedures, negotiated by and between King County and
5 International Brotherhood of Teamsters Local 117
6 (Wastewater Treatment Division, Supervisors) representing
7 employees in the department of natural resources and
8 parks; and establishing the effective date of said
9 agreements.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement and two memoranda of
12 agreement, Addressing the 2011 Budget Crisis and Transfer Procedures, negotiated by
13 and between King County and International Brotherhood of Teamsters Local 117
14 (Wastewater Treatment Division, Supervisors) representing employees in the department
15 of natural resources and parks and attached hereto are hereby approved and adopted by
16 this reference made a part hereof.

17 SECTION 2. Terms and conditions of the collective bargaining agreement and
18 memorandum of agreement Transfer Procedures shall be effective from November 1,
19 2010, through and including December 31, 2014. Terms and conditions of the

20 memorandum of agreement Addressing The 2011 Budget Crisis shall be effective from
21 January 1, 2011, through and including December 31, 2014.
22

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, B. Addendum A, Addendum B--Wage Addendum, C. Appendix A
Memorandum of Agreement - Addressing the 2012 Budget Crisis, D. Memorandum of Agreement -
Transfer Procedures

**AGREEMENT BETWEEN
 KING COUNTY
 AND
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117
 REPRESENTING
 THE SUPERVISORY BARGAINING UNITS
 WASTEWATER TREATMENT DIVISION
 KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS**

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APPENDIX A: MEMORANDUM OF AGREEMENT:
 ADDRESSING THE 2011 BUDGET CRISIS

MEMORANDUM OF AGREEMENT: TRANSFER PROCEDURES

1 **AGREEMENT BETWEEN**
2 **KING COUNTY**
3 **AND**
4 **INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117**
5 **REPRESENTING**
6 **THE SUPERVISORY BARGAINING UNITS**
7 **WASTEWATER TREATMENT DIVISION**
8 **KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS**

7 **DEFINITIONS**

8 Definitions that apply to this Agreement are found under KCC 3.12.010. Where there is a
9 difference between the Code definition and a definition below, the Code will prevail. In addition to
10 Code definitions, below are additional definitions that pertain solely to this Agreement. If a County
11 Code definition change is made that affects this Agreement, the County agrees to bargain the effects
12 of the change as required by law.

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

16 **Business Teams** - The work groups assigned by management to plan, monitor, evaluate, and
17 carry out work assignments and operational standards within their area of responsibility.

18 **Emergency** - An unforeseen circumstance or combination of circumstances or the resulting
19 state that calls for immediate action.

20 **Salaried Employee** - An employee who occupies a position that is exempt from FLSA
21 overtime pay requirements (also referred to as FLSA exempt employee).

22 **Full-time Employee** - An employee normally scheduled to work forty (40) hours per week or
23 one who works an alternative work schedule recognized as equivalent status to a forty (40) hour
24 week.

25 **Good Standing** - An employee who leaves the County other than being terminated for cause
26 if a regular employee or for misconduct if a temporary employee.

27 **Hourly Employee** - An employee who occupies a position that is covered by the FLSA
28 overtime requirements (also referred to as FLSA non-exempt employee).

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 **1.1 Union Recognition**

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

13 **1.2 Union Membership**

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

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

27 **C.** Failure by an employee to abide by the provisions of paragraphs A and B will
28 result in discharge. If an employee has failed to fulfill the obligation set forth in A and B, the Union

1 will provide the employee and the County with seventy-two (72) hours notice of intent to seek the
2 discharge of the employee. During this period the employee may bring the amount in arrears current
3 to avoid discharge.

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

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

11 1.3 Union Dues Deduction

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

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

19 1.4 Shop Stewards, Union Activities and Representation

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

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

27 C. The Union shall be allowed use of bulletin board space to post Union notices.
28 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and

1 remove Union materials, and only materials originating from the Union office and bearing the Union
2 logo or signed by a staff representative of the Union may be posted on the Union bulletin board space.
3 The Union shall be allowed to post electronic mail notices on the County system if the notices meet
4 the same requirements, provided they comply with County policies governing electronic mail and
5 internet use.

6 D. Employees who are designated by the Union as stewards may make limited use of
7 County telephones, FAX machines, and similar equipment for the purposes of contract
8 administration. In addition, such stewards may use the County electronic mail system for
9 communications related to contract administration, provided they comply with County policies
10 governing electronic mail and internet use. In no circumstances shall use of the County equipment
11 interfere with County operations.

12 **ARTICLE 2: NON-DISCRIMINATION**

13 2.1 Neither the County nor the Union will discriminate against any individual with respect to
14 compensation, terms, conditions, or privileges of employment on the basis of sex, race, color,
15 religious affiliation, national origin, age, marital status, gender identity or expression, sexual
16 orientation, or disability, except as otherwise provided by law.

17 2.2 All employees share the responsibility of maintaining a work environment that is
18 supportive of equal employment opportunity. Employees, and members of the public alike, will be
19 treated fairly and with dignity and respect.

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

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

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

26 4.1 The County shall have exclusive authority and responsibility to administer all matters that
27 are not covered by this Agreement.

1 **4.2 Management Rights - Enumerated**

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

15 **4.3 Payroll System**

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

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

21 **5.1 General**

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

26 **5.2 Probationary Period**

27 The first six (6) months of employment in a regular position shall be a probationary period for
28 all employees hired into a regular position. During this period a probationary employee may be

1 terminated or have his/her probationary period extended without recourse to the Dispute Resolution
2 Procedure under Article 10. If the probation period is to be extended, written notice of the extension
3 must be given to the employee and the Union and should be provided prior to the end of the
4 probationary period.

5 **5.3 Trial Service Period**

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

12 **ARTICLE 6: PERSONNEL ACTIONS**

13 **6.1 Job Posting**

14 The purpose of posting job announcements is to ensure that interested regular employees
15 know of openings that occur within the bargaining units and that they have a reasonable chance to
16 compete for the position.

17 **6.2 Special Duty for Internal Candidates**

18 A. Special duty and temporary assignments may be filled on a temporary basis by
19 regular bargaining unit employees for six (6) months without competition. The Section Manager,
20 after consulting with the supervisor of the affected business team, may approve an extension of up to
21 six (6) additional months. Management will notify the Union of special duty and temporary
22 assignments and extensions.

23 B. If management determines that a special duty or temporary assignment will last
24 more than twelve (12) months, the assignment will be posted for a minimum of fourteen (14) days
25 and filled by internal regular applicants through competitive process.

26 **6.3 Competitive Promotions**

27 A. For all competitive promotions to regular positions, selection criteria will be
28 established in advance by the appointing authority. A panel that includes at least one bargaining unit

1 representative will interview and evaluate candidates, and make recommendations to the appointing
2 authority. The same selection criteria shall apply to external and internal candidates.

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

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

14 **6.4 Layoffs of Regular Employees**

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

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

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

1 **6.5 Outplacement**

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

4 **6.6 Recall**

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

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

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

15 **ARTICLE 7: SENIORITY**

16 7.1 All regular employees shall accrue seniority from the date of hire. All temporary
17 employees subsequently hired into a regular position without a break in service and who complete the
18 probationary period shall be credited with seniority retroactive to date of hire as a temporary
19 employee.

20 7.2 Seniority for layoff and recall shall be defined as the length of continuous service with the
21 County including time served under the former Metro.

22 7.3 Seniority for purposes of transfers and all other purposes under the Agreement that refer
23 to classification seniority shall be defined as the length of continuous service within the classification.

24 **ARTICLE 8: DISCIPLINARY ACTION**

25 8.1 No regular employee who has completed the probationary period shall be disciplined
26 except for just cause. The County and the Union agree with the principle of progressive discipline,
27 which may include oral reprimands, written reprimands, suspension and discharge, or alternative
28 forms of discipline, such as demotion, as supported by just cause.

1 8.2 All discipline of regular employees who have completed the probationary period under
2 Section 5.2 shall be subject to the Dispute Resolution Procedures in Article 10.

3 8.3 Probationary, provisional, short-term temporary and term-limited temporary employees
4 are employed at will and can be disciplined and terminated without cause and cannot use the
5 procedures under Article 10 to grieve or otherwise appeal a discipline or a job separation of any kind.

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

7 **PLAN**

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

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

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

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

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

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

- 26 • Opportunity for the employee to be involved in the development of the PIP
- 27 • Description of the employee's specific performance deficiencies
- 28 • Specific performance objectives

- Listing of resources available to the employee, as appropriate
- Specified duration (up to 12 months) that provides sufficient time for the employee to make the required improvements
- Regular review of the employee's performance with written evaluation to the employee indicating his/her progress in meeting the specific performance objectives.

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

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

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

E. An employee who is unable to satisfactorily perform the specific performance objectives of his/her PIP will be subject to demotion or discharge from employment. Demotions or discharges resulting from a failure to satisfactorily complete a PIP will be subject to the grievance and arbitration process in Article 10.

ARTICLE 10: DISPUTE RESOLUTION PROCEDURES

10.1 Grievance/Arbitration/Mediation

The County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision/management.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

1 The Union shall not be required to press employee grievances if, in the opinion of the Union,
2 the grievance(s) lack(s) merit. With respect to the processing, disposition and/or settlement of any
3 grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the
4 exclusive representative of the employee(s) covered.

5 Probationary, provisional, short-term temporary and term-limited temporary employees are
6 employed at will and cannot use the procedures under this Article to grieve or otherwise appeal
7 discipline or a job separation of any kind.

8 **A. Definitions.**

9 **Grievance** - A claimed violation of any provision of this Agreement. Complaints of
10 discrimination or alleged violation of Article 2 shall be subject to this dispute resolution procedure,
11 but shall not be subject to arbitration.

12 **Working Days** - Monday through Friday, excluding holidays observed by the County.

13 **B. Procedure.**

14 **Step 1.** A grievance shall be presented in writing by the aggrieved employee or his/her
15 Union representative within fifteen (15) working days of the date when the employee could
16 reasonably be expected to know of the basis for a grievance. The grievance shall be presented to the
17 employee's Section Manager. The Manager or designee shall gain all relevant facts and shall attempt
18 to adjust the matter and notify the employee within fifteen (15) working days after submission of the
19 grievance. If a grievance is not presented in writing to the next level within ten (10) working days
20 after the date of the Step 1 response (or the date by which the response was due, if no decision is
21 issued), it shall be presumed resolved.

22 **Step 2.** If after thorough discussion with the Section Manager or designee, the
23 grievance has not been satisfactorily resolved, the employee or his/her Union representative may
24 submit the grievance in writing to the Division Director or designee. The grievance statement must
25 include a brief description of the events that are the basis of the grievance, the provisions of this
26 Agreement that the employee believes have been violated, and the requested remedy. All letters,
27 memoranda and other written materials previously considered at Step 1 shall be made available for
28 the review and consideration of the Division Director or designee. The Division Director or

1 designee may interview the employee and/or his/her representative and receive any additional related
2 evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written
3 decision available within twenty (20) working days of receipt of the grievance; copies will be
4 provided to the employee, the Union representative, the employee's Section Manager or designee,
5 division Human Resources, and the Labor Relations Director or designee. If the Division Director or
6 designee does not issue a written decision within twenty (20) working days of having received the
7 grievance, the grievance may be advanced to the next level. If the grievance is not pursued to the
8 next higher level within twenty (20) working days of the issuance of the Step 2 decision (or the date
9 by which such decision is due, if no decision is issued), it shall be presumed resolved.

10 **Step 3.** If after thorough discussion with the Division Director or designee, the
11 grievance has not been satisfactorily resolved, the employee or his/her Union representative may
12 submit the grievance in writing to the Labor Relations Director or designee. The grievance statement
13 must include a brief description of the events that are the basis of the grievance, the provisions of this
14 Agreement that the employee believes have been violated, and the requested remedy. All letters,
15 memoranda and other written materials previously considered at Step 1 shall be made available for
16 the review and consideration of the Labor Relations Director or designee. The Labor Relations
17 Director or designee may interview the employee and/or his/her representative and receive any
18 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make
19 his/her written decision available within twenty (20) working days of receipt of the grievance; copies
20 will be provided to the employee, the Union representative, and the employee's Division Director or
21 designee, division Human Resources. If the Labor Relations Director or designee does not issue a
22 written decision within twenty (20) working days of having received the grievance, the grievance may
23 be advanced to the next level. If the grievance is not pursued to the next higher level within twenty
24 (20) working days of the issuance of the Step 3 decision (or the date by which such decision is due, if
25 no decision is issued), it shall be presumed resolved.

26 **Step 4.** If the decision of the Labor Relations Director or designee does not resolve
27 the grievance, the grievance may be submitted to arbitration by the Union within twenty (20) working
28 days of the date of response provided in Step 3 (or the date by which such decision is due, if no

1 decision is issued).

2 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
3 Step 3, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the
4 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
5 seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the
6 Federal Mediation and Conciliation Service (FMCS), whichever source is mutually acceptable. The
7 arbitrator will be selected from the list by both the County representative and the Union, each
8 alternately striking a name from the list until only one name remains. The party to strike first shall be
9 determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the American
10 Arbitration Association shall be asked to render a decision promptly and the decision of the arbitrator
11 shall be final and binding on both parties.

12 No matter may be arbitrated which the County, by law, has no authority over, nor authority to
13 change, or has been delegated to any civil service commission or personnel board as defined in RCW
14 41.56.

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

18 The arbitrator's fee and expenses shall be borne equally by both parties. The fee for any court
19 reporter shall be borne by the party requesting same unless otherwise mutually agreed. A copy of any
20 record shall be made available to the other party at cost. Each party shall bear the cost of its
21 presentation, including attorney's fees, regardless of the outcome.

22 **C. Time Limits.** Time limits may be extended by written agreement of the parties.

23 **10.2 Alternate Dispute Resolution Procedures**

24 After a grievance is initially filed, the following Alternative Dispute Resolution (ADR)
25 process may be followed at any step of the grievance process, with mutual consent. This process will
26 not exceed twenty (20) working days unless extended by mutual agreement:

27 **A.** A meeting will be arranged by the Union representative and County representative
28 to attempt to resolve the matter.

1 **B.**

2 (1) The meeting will include a mediator and the affected parties (including the
3 Labor Negotiator).

4 (2) The parties may mutually agree to other participants such as Union and
5 management representatives or subject matters experts.

6 C. The parties will meet at mutually agreeable times to attempt to resolve the matter.

7 D. If the matter is resolved, the grievance will be withdrawn.

8 E. If the matter is not resolved, the grievance will continue through the grievance
9 process and be considered timely under the previous step.

10 F. Either party may initiate the next step in the grievance process at the appropriate
11 time, irrespective of this process.

12 G. Offers to settle and aspects of settlement discussions will not be used as evidence
13 or referred to if the grievance is not resolved by this process.

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

15 11.1 The classifications and rates of pay for all employees in the Supervisors' bargaining
16 units are listed in Addendums A and B of this Agreement.

17 11.2 The Cost of Living provisions are under Appendix A.

18 11.3 Regular employees who receive a satisfactory annual performance appraisal shall
19 progress two (2) steps annually until reaching the top step of their salary range. New employees hired
20 on or after November 1, 2008 shall be placed at Step 2 of their range and shall progress two (2) steps
21 annually on November 1, until they reach the top step of their range, provided they have completed
22 probation or trial service period by November 1 and receive a satisfactory performance appraisal.
23 The County may hire an employee above Step 2 in accordance with 3.15.120 of the King County
24 Code.

25 Regular employees who are at Step 10 and receive the highest rating on their performance
26 appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of two point five
27 percent (2.5%), or five percent (5%), above Step 10. This must be re-earned each year.
28

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

11 **11.5** Shift supervisors regularly assigned to operations rotating shift shall receive a shift
12 differential of one dollar (\$1.00) per hour for all compensated hours. Employees temporarily
13 assigned to a full rotating shift shall receive the rotating shift premium. In addition to the rotating
14 shift premium provided herein, employees shall receive a premium of five percent (5%) of their
15 regular rate of pay for all hours worked on the nighttime shift portions of the rotating shift.
16 Employees temporarily assigned to the nighttime shift portion of the rotating shift shall receive the
17 five percent (5%) rotating shift premium for hours worked on the nighttime shift portions of the
18 rotating shift.

19 **11.6** Shift supervisors not assigned to standby who are called in to work on an unscheduled
20 basis or because of an emergency, within twelve (12) hours or less of their scheduled report time,
21 shall be paid at the overtime rate for the actual hours worked, with a minimum of three (3) hours. If
22 subsequent call-ins fall within three (3) hours, further pay will not start until the fourth (4th)
23 unscheduled work hour. A call-in may be cancelled; however, if the call-in is cancelled less than four
24 (4) hours prior to the scheduled start of the call-in, the employee shall be paid the minimum amount
25 of call-in pay (three [3] hours). Travel time to and from the job shall be considered as working time
26 in such circumstances. Employees who have been notified more than twelve (12) hours before report
27 time that their work schedule has been changed shall not be eligible for call-in pay.

28 **11.7** Shift supervisors who are scheduled to attend meetings on their regular day(s) off or

1 who are required to return to work on a work day to attend a meeting or are required to return to work
2 on a day off shall be compensated for the greater of two (2) hours or the actual meeting time at the
3 overtime rate.

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

5 **12.1** Except for shift supervisors, employees covered by this bargaining unit are employed in
6 a bona fide executive, administrative or professional capacity and are in turn exempt from overtime
7 payments under the Federal Fair Labor Standards Act (FLSA) and are expected to work the hours
8 necessary to satisfactorily perform their jobs. The following provisions of this Article apply only to
9 shift supervisors. Shift supervisors shall be treated as hourly employees; they are eligible for
10 overtime, compensatory time, and other benefits of this Agreement that normally apply to hourly
11 employees.

12 **12.2 Hours of Work**

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

15 **B.** Rotating shifts are four (4) continuous days of two (2) eleven and seven-tenths
16 (11.7) hour day shifts and two (2) eleven and seven-tenths (11.7) hour night shifts, followed by four
17 (4) scheduled days off before starting a new rotation cycle.

18 **C.** Other innovative work schedules mutually agreed upon by the County and the
19 Union may be utilized.

20 **12.3** The following provisions of this Article apply only to shift supervisors.

21 **12.4 Meal and Rest Periods**

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

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

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

3 **12.5 Overtime**

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

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

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

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

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

22 **12.6 Compensatory Time**

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

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

8 **12.7** Fourteen (14) calendar days notice will be given an employee prior to implementing an
9 involuntary change in the employee's regular schedule, except in cases of emergency.

10 **12.8** The County may not change an employee's regular schedule for the purpose of avoiding
11 the payment of overtime.

12 **ARTICLE 13: BENEFIT TIME**

13 **13.1 General Description**

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

22 **13.2 Definitions**

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

27 **B.** ESL is the bank of time accrued for use during all paid nonscheduled illness
28 exceeding two (2) consecutive scheduled workdays for employees and to care for their eligible

1 dependents, as well as for pre-scheduled paid time off (e.g., surgery or tests) or injury of the employee
2 or to care for an eligible dependent.

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

5 13.3 Principles

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

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

10 13.4 Absence

11 A. Employees are expected to schedule BT as far in advance as possible to facilitate
12 business team planning. Employees are expected to notify the County each day of any unscheduled
13 absence. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days,
14 the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day.
15 However, all BT and ESL time shall be coordinated with, and supplementary to, Workers'
16 Compensation.

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

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

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

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

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

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

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, 2012, 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, 2012 will be able to covert up to eighty (80) hours of BT into cash. Except further,
6 Wastewater Treatment Supervisors who are hired before January 1, 2012 and eligible for converting
7 up to 120 hours of BT to cash will retain their cash out rate when moving from or to a rotating shift to
8 non-rotating shift position. All other BT eligible employees will be able to convert up to forty (40)
9 hours of their BT time to cash, down to a balance of four hundred and eighty (480) hours.

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

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

20 **13.7 Upon Retirement or Death**

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

26 **13.8** Employees have successfully completed probation may cash-out a maximum of 480
27 hours of BT time upon leaving employment in good standing. Employees returning to regular service
28 who resigned, were separated for non-disciplinary medical reasons or from layoff within two (2)

1 years will have their ESL restored.

2 **13.9 Holidays**

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

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

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

19 **ARTICLE 14: BENEFITS**

20 **14.1 Benefit Plan Administration**

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

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

28 A. There is an established Labor/Management Insurance Committee comprised of

1 representatives from the County and the Labor Union Coalition whose function is to review, study,
2 and make recommendations relative to existing medical, dental, and life insurance programs.

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

6 **14.2 Eligibility**

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

10 **14.3 Retirement**

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

14 **14.4 Pension Trust**

15 **14.4.1 Contribution.** The County will contribute one dollar (\$1.00) to the Western
16 Conference of Teamsters Pension Trust (Pension Trust) on behalf of each member of the bargaining
17 unit whose position is covered under Addendum A and two dollars (\$2.00) for those classifications
18 covered under Addendum B in accordance with the parties' pension agreements.

19 **14.4.2 Wage Reduction.** In order to participate in the Pension Trust all bargaining
20 unit employees shall have their wage rate reduced by the amount of the County's contribution on the
21 employee's behalf pursuant to Section 14.4.1. The parties agree and understand that this contribution
22 shall not be reported as part of the employees' wage to the State Department of Retirement Systems
23 or the Internal Revenue Service, nor shall this contribution be part of the employees' wage for
24 computation of overtime or any salary-based premium pay.

25 **14.5 Workers' Compensation**

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

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

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

11 **14.6 'Home Free' Guarantee**

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

18 **14.7 Prior Ongoing Permanent Savings**

19 In order to memorialize the gainsharing distribution for ongoing permanent savings to the
20 wastewater program achieved under the prior collective bargaining agreement, a permanent
21 adjustment for past productivity gains will be added to the base hourly pay rate for all employees
22 employed in a bargaining unit position prior to November 18, 2006 and shall be adjusted for COLA
23 in accordance with the provisions of Appendix A. Employees hired or promoted into bargaining unit
24 positions on or after November 18, 2006 shall be entitled to receive the wage adjustment under this
25 section if the employee is hired/promoted from a position which received the adjustment at the time
26 of the hiring/promotion. The provisions of this section will not apply to employees in classification
27 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.** In the event of death of a member of the employee's family,
4 a benefit eligible employee will be granted three (3) days off with pay to attend the funeral. In
5 addition to the bereavement leave granted herein, a maximum of three (3) days ESL may be used with
6 approval of the employee's supervisor. For purposes of this section, employee's family is defined as:

- 7 • Employee's spouse or domestic partner
- 8 • Children of the employee, employee's spouse or domestic partner
- 9 • Parents of the employee, employee's spouse or domestic partner
- 10 • Siblings
- 11 • Grandchildren
- 12 • Grandparents
- 13 • Son-in-law, daughter-in-law

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

21 **C. Military Duty/Training Leave.** An employee who is a member of the
22 Washington National Guard or any organized reserve of the Armed Forces of the United States, and is
23 ordered to be on active training duty, shall be allowed twenty-one (21) work days of military leave
24 during each training year. The employee must present orders for active or inactive training duty to
25 his/her supervisor prior to taking leave. The employee may use military leave for weekend reservist
26 duty.

27 **D. Executive Leave.** Employees covered by this Agreement who are in salaried
28 positions and eligible for Executive Leave as provided in Executive policy will receive three (3)

1 days of Executive Leave per calendar year. Executive Leave up to seven (7) additional days per year,
2 as provided in the Executive policy, may be granted at the discretion of the County.

3 **15.2 Family and Medical Leave**

4 A. Up to eighteen (18) weeks of unpaid leave shall be granted to benefit eligible
5 employees for the employee's own serious health condition, or for family care, as provided by King
6 County Code 3.12.220 (Substitute Ordinance No. 13377), as amended.

7 B. The employee must exhaust all accrued ESL prior to using unpaid leave for the
8 employee's 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 eighty (80) hours of accrued ESL.

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

14 **15.3 Military Family Leave**

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

20 B. In addition, the National Defense Authorization Act (NDAA) amends the Family
21 and Medical Leave Act (FMLA) by providing up to twelve (12) weeks of leave for "any qualifying
22 exigency" and up to twenty six (26) weeks of FMLA leave to care for the serious health condition of
23 an injured or ill covered service member. Leave for a "qualifying exigency" provides up to twelve
24 (12) weeks of leave for one of eight (8) clearly defined reasons arising out of the fact that the spouse,
25 son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to
26 active duty status in support of a contingency operation. Military caregiver leave under the NDAA
27 provides up to twenty six (26) weeks of leave, instead of the standard twelve (12) weeks, to care for
28 the serious health condition of a covered service member who is recovering from an illness or injury

1 sustained in the line of duty. Eligible family members for military caregiver leave include the spouse,
2 son, daughter, parent, or next of kin of the injured covered service member. Leave under the NDAA
3 continues to follow the same eligibility criteria, protections and benefits available under the FMLA
4 law.

5 **15.4 Domestic Violence Leave**

6 Employees who are victims of or who have family members that are victims of domestic
7 violence, sexual assault, or stalking may take reasonable leave from work for legal or law-
8 enforcement assistance, medical treatment or counseling as provided for under RCW 49.76.

9 Employees may use any accrued leave for domestic violence leave, including ESL or BT,
10 compensatory time, or unpaid leave time. Employees eligible for this leave include a child, spouse,
11 parent, parent-in-law, grandparent or person whom with the employee has a dating relationship.

12 **15.5 Leaves of Absence Without Pay**

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

16 **15.6 Return from Leave of Absence**

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

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

27 **15.7** To the extent that the Washington State Family Care Act (RCW 49.12.295) provides a
28 greater benefit than the provisions of this Agreement, the Washington State law will apply.

1 **ARTICLE 16: SPECIAL CONDITIONS**

2 **16.1 License and Tuition Reimbursement**

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

5 **16.2 Vehicle Usage Reimbursement**

6 Employees who are required and are authorized to use their own vehicles on the County's
7 business shall be reimbursed at the Internal Revenue Service rate or the rate established by Council,
8 whichever is greater.

9 **A. Take-Home Vehicles**

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

14 **16.3 Personnel Files**

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

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

19 **16.4 Legal Counsel**

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

23 **16.5 Drug and Alcohol Testing Policy**

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

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

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

4 D. When available, a second supervisor will observe the behavior that warrants a
5 reasonable suspicion test and will complete related forms in accordance with the Drug and Alcohol
6 Policy.

7 **16.6 Recognition Programs**

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

10 **16.7 Safety Standards**

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

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

19 **ARTICLE 17: SAVINGS CLAUSE**

20 **17.1** Should any part hereof or any provision herein contained be rendered or declared invalid
21 by reason of any existing or subsequently enacted legislation or by any decree of a court of competent
22 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
23 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and
24 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full
25 force and effect.

26 **17.2** It is intended that this Agreement and the County's established personnel policies, rules,
27 and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in
28 conflict with this Agreement, their provisions shall be applicable to employees in the bargaining

1 unit. Wherever a conflict may arise between said personnel policies, rules, and regulations, and this
2 Agreement, the provisions of the Agreement shall control.

3 **ARTICLE 18: CONTRACTING OUT**

4 **18.1** The County shall not contract out work performed by members of the bargaining unit if
5 the contracting of such work eliminates, reduces, or limits the normal work load of the bargaining
6 unit.

7 **18.2** In the case of a circumstance that is beyond the control of the County at the time action
8 is required, that could not reasonably have been foreseen, and for which the County is not reasonably
9 able to provide the necessary tools, employees, or equipment to perform the work in a timely manner,
10 the County shall be allowed to enter into contracting arrangements for this purpose only. The County
11 shall officially notify the Union of such instances in advance and discuss the impact of and possible
12 alternatives to these arrangements, if any, on the bargaining unit.

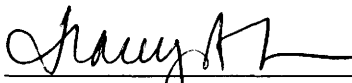
13 **18.3** If, in order to secure funding for a specific project, the County is required to contract all
14 or part of the work to be performed due to limitations imposed by the funding agreement, such
15 contracting shall not be considered as a violation of the Agreement. In such instances, the Union
16 shall be officially notified in advance.

1 **ARTICLE 19: TERM AND APPLICABILITY OF AGREEMENT**

2 The provisions of this Agreement shall become effective when ratified by the parties, unless a
3 different effective date is specified, and covers the period from November 1, 2010 through
4 December 31, 2014.

5
6
7 APPROVED this 8 day of OCTOBER, 2012.

8
9
10
11 By: 
12 King County Executive

13
14
15
16
17
18 
19 Tracey A. Thompson
20 Secretary-Treasurer
International Brotherhood of Teamsters Local Union No. 117

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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*	Wage Range 1/1/12*	
7120500	713501	Process Control Supervisor	70	71	
2334500	234504	Safety and Health Supervisor	68	69	
8700100	871106	Supervisor I	58		
8700200	871207	Supervisor II	64		
8700300	871305	Supervisor III	68		
7540800	756802	Wastewater Maintenance Supervisor	68	69	
7540500	756501	Wastewater Treatment Supervisor	68	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*	Wage Range 1/1/12*	
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.

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**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, Supervisors - Department of Natural Resources and Parks

cba Code	Union	Contract
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - 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.

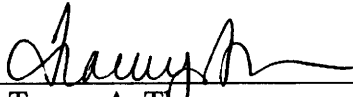
7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

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:




Tracey A. Thompson
Secretary-Treasurer

8-29-12

Date

For King County:



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

8-30-12

Date

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**MEMORANDUM OF AGREEMENT
BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117
REPRESENTING
THE SUPERVISORY BARGAINING UNITS
WASTEWATER TREATMENT DIVISION
KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS**

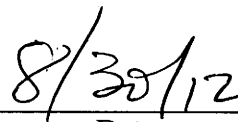
Transfer Procedures – Operating Supervisors

On a one-time only basis Wastewater Treatment Supervisors, through a seniority transfer bid process within the affected section (i.e. East only or West only), will be able to bid within each section (i.e. East only or West only) for day or rotating shifts. A bidding sheet will be posted for twelve (12) days, following the full and final ratification of the Collective Bargaining Agreement, for eligible employees to register their preference. Failure to bid within this time frame signifies that the employee is giving up the right to participate. Management and the Union must agree to any position to be excluded from the bidding procedure for legitimate business considerations. The Brightwater Treatment Plant Supervisors shall be exempt from the bid process.

For King County:



Robert Railton
Labor Negotiator

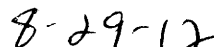


Date

For International Brotherhood of Teamsters Local
Union No. 117:



Tracey A. Thompson
Secretary-Treasurer



Date

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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, Supervisors - Department of Natural Resources and Parks) and two memoranda of agreement ((1) Addressing The 2011 Budget Crisis; (2) Transfer Procedures)
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? X2</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>		
1. Adds management rights provision.		
2. Eliminates productivity initiative contract provisions; except, as it pertains to "grandfathered" employees.		
3. Reduces annual cash-out of Benefit Time from up to 120 to up to 40 hours for new hires and employees who promote; except, for employees in the classification of Wastewater Treatment Supervisor on rotating shift which can cash-out up to 80 hours.		
4. Eliminates medical arbitration provision.		
5. Adjusts one wage range for four classifications based on market.		
	Wage Range	Wage Range 1/1/12*
Classification Title		
Process Control Supervisor	70	71
Safety and Health Supervisor	68	69
Wastewater Maintenance Supervisor	68	69
Wastewater Treatment Supervisor	68	69
6. Adds final grievance step for the Director of Labor Relations.		

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

CONTRACT: International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks) and two memoranda of agreement ((1) Addressing The 2011 Budget Crisis; (2) Transfer Procedures)

TERM OF CONTRACT: November 1, 2010, through December 31, 2014. The memorandum of agreement "Addressing The 2011 Budget Crisis" is effective January 1, 2011, through December 31, 2014

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: Supervise maintenance, operations, safety and training, and process control staff in support of wastewater plant operations.

NEGOTIATOR: Robert Railton

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Layoff is by classification seniority and the laid off employee can bump into another bargaining unit classification if the employee is more senior than the employee being bumped and has previously completed a probation period in the classification.
➤ 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 contract provides for mediation.
➤ CONTRACT CONSOLIDATION:	The contract covers two bargaining units.

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

CONTRACT:

**International Brotherhood of Teamsters Local 117
(Wastewater Treatment Division, Supervisors -
Department of Natural Resources and Parks) and two
memoranda of agreement ((1) Addressing The 2011
Budget Crisis; (2) Transfer Procedures)**

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

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:	The contract contains language prohibiting strikes or other similar concerted activities.
➤ 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 under the contract 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.

September 28, 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, Supervisors) collective bargaining agreement and memorandum of agreement (Transfer Procedures) for the period of November 1, 2010, through December 31, 2014. It will also ratify a second memorandum of agreement (Addressing The 2011 Budget Crisis) for the period of January 1, 2011, through December 31, 2014. This agreement covers 27 employees in the Wastewater Treatment Division (WTD) of the Department of Natural Resources and Parks.

These employees are the first-line supervisors at the division's wastewater treatment plants, and in the finance section. These employees are critical to the mission of protecting public health and enhancing the environment through their twenty-four hours seven days a week supervision and oversight of the division's conveyance, treatment, and energy recovery and reuse operations.

This agreement contains significant improvements in efficiency, accountability, and productivity for the County by establishing a wide range of rights to manage the workforce including determining work processes, the assignment of staff, and evaluating and managing employee performance. The agreement eliminates the Wastewater Treatment Productivity Pilot Program, which is superseded by the County's Lean and WTD continuous improvement programs. The agreement also clears up contract language for the process of filing a

grievance 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 Executive's Strategic Plan by attracting and retaining a quality workforce by streamlining the hiring process to aid in selection and succession planning and paying fair, market wages.

The wage settlement for 2011 provides for no cost-of-living adjustment (COLA). 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 significant negative shifts in economic and fiscal conditions 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 the contract reopener for 2014 COLA. In addition, effective January 1, 2012, four classifications covering 13 positions will receive a modest one wage range increase, which is approximately 2.48%.

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.

The Honorable Larry Gossett
September 28, 2012
Page 3

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

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FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks)	
Effective Date:	11/1/10	
Affected Agency and/or Agencies:	WTD - Department of Natural Resources and Parks	
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004
Department Sign Off:	Tim Aratani, Manager, Finance & Administrative, Wastewater Treatment Division, Department of Natural Resources and Parks	Phone: 263-6565
Note Reviewed by: Supplemental Required?	John Walsh, Budget Analyst (WTD)	Phone: 263-9695
NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2011	2012	2013	2014
WTD	461	DNRP	\$ 0	\$ 100,527	\$113,693	\$75,862
<i>TOTAL: Increase FM previous year</i>			\$ 0	\$ 100,527	\$113,693	\$75,862
<i>TOTAL: Cumulative</i>			\$ 0	\$ 100,527	\$214,220	\$290,082

EXPENDITURE BY CATEGORIES:

Expense Type	Fund Code	Dept	2011 Base	2011	2012	2013	2014
Salaries		DNRP	\$ 2,872,782	\$ 0	\$ 80,694	\$91,262	\$60,895
OT			\$ 239,811	\$ 0	\$ 6,736	\$7,618	\$5,083
PERS & FICA			\$ 466,267	\$ 0	\$ 13,097	\$14,812	\$9,884
Total			\$ 3,578,860				
<i>TOTAL: Increase FM previous</i>				\$ 0	\$ 100,527	\$113,693	\$75,862
<i>TOTAL: Cumulative</i>				\$ 0	\$ 100,527	\$214,220	\$290,082

ASSUMPTIONS:

Assumptions used in estimating expenditure include:	
1. Contract Period(s):	11/1/2010 – 12/31/2014
2. Wage Adjustments & Effective Dates:	
COLA:	90% CPI-W Seattle-Tacoma-Bremerton 1/1/2012 (1.63%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 (Assumed 3.09%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (Assumed 2.00%)
Other:	1 Range increase for Safety and Health Supervisor, Process Control Supervisor, Wastewater Treatment Supervisors (day shift only) and Wastewater Maintenance Supervisor
Retro/Lump Sum Payment:	Retro COLA for 2012 is estimated to be \$83,772 assuming November 1, 2012 implementation date.
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS/FICA:	14.98%
Overtime:	Based on 2011 Actual.
4. Other Cost Factors:	
	Benefit Time annual cash-out reduced to 40 hours per year for new hires and most promoted employees. Benefit Time cap reduced by 40 hours for those employees. The long term cost savings is estimated to be greater than the cost of the range increases. The savings will not manifest themselves until new employees have higher seniority levels on the accrual table.