

**Memorandum of Understanding
Between
King County
And
Service Employees International Union, Local 925 (representing employees in the
King County Wastewater Treatment Division)**

Seeking Clarification of Retroactive Shift Differential Pay for Shift Operators

Whereas the Union and County have realized that a question exists regarding a provision of their agreement concerning the duration and amount of retroactive shift premium pay that had been agreed to by the parties;

Whereas the County believes that payment of retroactive night shift should be made in accordance with the language contained in Attachment 1, and the union believes that this language does not reflect the parties' intention;

Whereas both parties agree that at least the amounts set forth in paragraph 2 of Attachment 1 were agreed to; and

Whereas both parties would like to implement those portions of the contract over which there is no dispute.

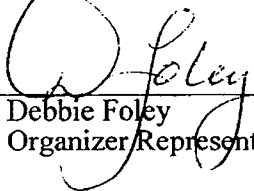
Now, Therefore:

1. The parties hereby agree to submit the issues of whether the parties reached a meeting of the minds regarding the payment of night shift retroactive payment in excess of the amounts listed in paragraph 2 of Attachment 1, and if they did, what the content of that agreement is, to an arbitrator mutually selected by the parties.
2. The arbitrator shall have the authority to decide the issue and draft language embodying his or her decision to be incorporated into the contract through a memorandum of understanding.
3. The parties further agree to implement the terms of the attached Memorandum of Agreement including the retroactive shift premium pay calculation in accordance with paragraph 2 understanding that the arbitrator will be authorized to determine if the parties

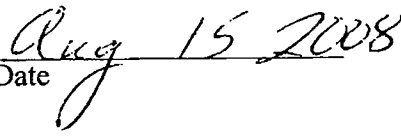
agreed to an amount in excess of that shown in paragraph 2.

4. This agreement shall become effective with the King County Council's approval by ordinance of this Memorandum of Understanding as well as the corresponding collective bargaining agreement, except that arbitration may take place prior to Council approval.

For Service Employees International Union,
Local 925:

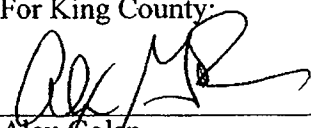


Debbie Foley
Organizer/Representative

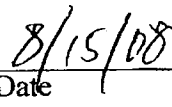


Date

For King County:



Alex Golan
Labor Negotiator II



Date

ATTACHMENT 1

**Memorandum of Agreement
between
King County
and
Service Employees International Union, Local 925 (representing employees in the
King County Wastewater Treatment Division)**

King County and Service Employees International Union, Local 925 agree to implement the collective bargaining agreement covering the dates November 1, 2006 through June 30, 2009 in the following manner:

1. Article 16.5 (Standby Pay). All bargaining unit employees who were required to serve, and did so serve, in a standby status from the time of the expiration of the prior collective bargaining agreement (November 1, 2006) to the time the collective bargaining agreement is fully ratified and takes legal effect will be paid the difference between the previous standby rate (\$2.18/hour) and the new standby rate (\$3.00/hour), thereby receiving an additional eighty-two cents (\$0.82) per hour for each hour served in a standby capacity during that period of time.

2. Article 16.4.1(b) (Night Shift Premium for Operations Rotating Shifts). To facilitate ease of administration of the retroactive portion of the night shift premium under this article, the parties have agreed to the following formula:

- Employees assigned to work the Operations Rotating Shift for more than 75% of the calendar year 2007 shall be paid \$1,705.50.
- Employees assigned to work the Operations Rotating Shift for more than 50% but no more than 75% of the calendar year 2007 shall be paid 75% of \$1,705.50 (\$1,279.13).
- Employees assigned to work the Operations Rotating Shift for more than 25% but no more than 50% of the calendar year 2007 shall be paid 50% of \$1,705.50 (\$852.75).
- Employees assigned to work the Operations Rotating Shift for at least 46.8 hours on the night portions of the operations rotating shift in calendar year 2007 but no more than 25% of the calendar year 2007 shall be paid 25% of \$1,705.50 (\$426.38).

3. Employees eligible for pay increase adjustments (COLA, etc.) under the parties' collective bargaining agreement dated November 1, 2006 through June 30, 2009 include:

- a. all career service employees currently covered by the collective bargaining agreement;
- b. all employees who retired from a bargaining unit position covered by the collective bargaining agreement after October 31, 2006;
- c. all employees who worked in a bargaining unit position any time during the period from November 1, 2006 through the date this collective bargaining agreement takes legal effect, and who left such employment in good standing (all employees other than those who were terminated for cause); and
- d. all temporary employees who worked in a position covered by the collective bargaining agreement during the period from November 1, 2006 and the date this collective bargaining agreement takes legal effect.

The parties agree that this Memorandum of Agreement shall become effective with the King County Council's approval by ordinance of this MOA as well as the corresponding collective bargaining agreement.

For Service Employees International Union,
Local 925:

Debbie Foley
Organizer Representative

Date

For King County:

Alex Golan
Labor Negotiator II

Date