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4	<b>And</b>
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**Coalition Labor Agreement (CLA) - Appendix for [157]  
Agreement Between King County  
And  
Teamsters Local 117  
Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks**

**DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Vacancy** - An unfilled FTE position.

## **PREAMBLE**

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

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

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

The Agreement was developed to accomplish the following goals:

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

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

- Collaborate to produce an excellent Agreement while building an ongoing labor/management relationship based on open communications, mutual trust, and respect.
- Include a process in the Agreement by which mutually beneficial changes can take place.

## **ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT**

The CLA shall apply to the individual bargaining unit's employees as follows: The Preamble in its entirety, all Superseding provisions, and non-superseding provisions of the CLA with the exception of Article 43 (After Hours Support).

## **ARTICLE 2: UNION RECOGNITION, REPRESENTATION, SHOP STEWARDS**

See also CLA Articles 23 and 37.

### **2.1 Union Recognition.**

The County recognizes the Union, as the sole and exclusive bargaining representative of all full-time and part-time employees in accordance with the PERC certification and voluntary accretion agreements between the parties whose job classifications are listed in the attached Addendums A, B and C. The County will supply the Union with bargaining unit information as described by RCW 41.56.035 and as described in CLA Article 20.

**2.2 Payroll Deduction for Political Contributions.** Democratic, Republican, Independent Voter Education (D.R.I.V.E.). The County agrees to deduct voluntary contributions from the paycheck of all employees covered by this Agreement in accordance with the following:

**A.** D.R.I.V.E. shall notify the County of the amount of compensation designated by each contributing employee that they voluntarily elect to contribute. The amount will be whole dollar increments and calculated based on the employee's pay period.

**B.** The County agrees to deduct from all employees covered by this Agreement their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the full amount on behalf of the contributing employee, the County will not withdraw any funds for that pay period.

C. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one check, the total amount deducted for each contributing employee along with the name of each employee on whose behalf a deduction is made.

D. The Union will indemnify, defend and hold the County harmless against any claims made against it and any suit instituted against the County on account of any deduction or lack thereof of D.R.I.V.E contributions.

### **2.3 Shop Stewards, Union Activities and Representation.**

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

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

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

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

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

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

### **4.2 Management Rights –Enumerated.**

The management of the County and the direction of the work force is vested exclusively in the County, except as may be limited by the express written terms of this Agreement. All matters, including but not limited to, the right to hire, appoint, promote, demote, transfer, layoff, discipline and discharge temporary employees, and discipline and discharge regular employees for cause; train,

1 assign and direct the work force; improve efficiency; develop work rules, policies and procedures;  
2 develop and modify classification specifications, allocate positions to those classifications, allocate  
3 employees to those positions; determine work schedules, determine location of facilities and assign  
4 employees to those locations; appraise employee performance; contract out work; determine wage  
5 rates and wage schedules, place employees on the wage schedules and wage rates, and determine the  
6 methods employees move through wage schedules and wage rates; determine methods, processes and  
7 means for providing services; may be administered for its duration by the County in accordance with  
8 such policy or procedures as from time to time may be determined and take whatever actions are  
9 necessary in emergencies as determined by the County.

## 10 **ARTICLE 5: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**

### 11 **5.1 General.**

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

### 16 **5.2 Probationary Period.**

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

### 23 **5.3 Trial Service Period.**

24 All regular employees promoted or transferred to a different classification within the  
25 bargaining units shall serve a six (6) month trial service period. An employee who does not  
26 successfully complete the trial service period in a position to which the employee had been promoted  
27 or transferred may be restored to their former position. Such restoration is not mandatory, but is

optional at the discretion of the former appointing authority provided the position is open and available.

## **ARTICLE 6: PERSONNEL ACTIONS**

### **6.1 Competitive Recruitments – See also CLA Article 18.**

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

**B. Internal candidates.** Internal candidates refers to employees covered by this Agreement. Employees who are not represented under this Agreement who are filling a Local 117 position on an acting basis are not internal candidates for the purpose of this Section.

**C. Transfers within the same job classification.** Openings for vacancies shall first be posted for a minimum of fourteen (14) days for regular bargaining unit members who are in the same classification and wish to be considered for transfer. The selection panel shall grant internal transfers from members of the Supervisors' bargaining unit who possess the necessary qualifications, skill, and ability to perform the work, prior to considering other candidates. Seniority shall be used as a tie breaker among qualified internal applicants. If there are no qualified transfer candidates, the position will be open to competitive internal and external candidates, pursuant to CLA Article 18.

**D. External candidates.** The County may post for internal and external applicants simultaneously.

### **6.2 Layoffs of Regular Employees.**

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

**B.** The County and the Union agree that these affected regular employees shall be given preference for non-promotional job openings within the bargaining units for which they meet the minimum qualifications. If layoffs are required, the least senior employee(s) in the affected

classification in the bargaining unit shall be laid off provided that those employees remaining on the job are qualified to perform the work assigned.

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

### **6.3 Outplacement.**

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

### **6.4 Recall.**

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

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

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

## **ARTICLE 7: SENIORITY**

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

7.2 Seniority for layoff and recall of employees in classifications listed in Addendum A and



B shall be defined as the length of continuous service with the County including time served under the former Metro. Seniority for layoff and recall of employees in classifications listed in Addendum C shall be defined as a person's continuous length of service in the Wastewater bargaining unit reflected in Addendum C and formerly represented by Technical Employees' Association (TEA) from April 13, 2001. Employees with the same WTD Teamsters/TEA seniority shall be subject to a tiebreaker, which shall be the employee's County/Metro adjusted service date.

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

**ARTICLE 8: PERFORMANCE APPRAISALS AND PERFORMANCE IMPROVEMENT PLAN**

See also CLA Article 27.

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

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

**B.** An employee may appeal the evaluation to the next level of supervision above the person who did the evaluation, if the employee disagrees with the ratings.

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

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

**A.** Upon receipt of an unsatisfactory performance appraisal and, if requested, the completion of a higher level review which confirms the unsatisfactory performance appraisal, the

employee may be placed on a PIP. The PIP will be reviewed by WTD Human Resources and will include the following:

- Opportunity for the employee to be involved in the development of the PIP
- Description of the employee's specific performance deficiencies
- 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 their progress in meeting the specific performance objectives.

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

**C.** When an employee is unable to satisfactorily perform the specific performance objectives of their 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.

## **ARTICLE 9: DISPUTE RESOLUTION PROCEDURES**

See also CLA Article 26.

**9.1.** Settlement discussions will not be used as evidence or referred to if a grievance processed under the CLA Grievance Procedure Article is not resolved by such settlement discussions.

## **ARTICLE 10: CLASSIFICATIONS AND RATES OF PAY**

**10.1** The classifications and rates of pay for all employees in the Supervisors' bargaining units are listed in Addendums A, B, and C of this Agreement.

**10.2** The Annual Wage Increase provisions are described in CLA Article 29.

**10.3** Regular employees shall progress two (2) steps annually on November 1 until reaching the top step of their salary range. New employees hired shall be placed at Step 2 of their range and shall progress two (2) steps annually on November 1, until they reach the top step of their range, provided they have completed probation or trial service period by August 31. The County may hire

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

Increases for term-limited temporary are in accordance with the King County Contingent Worker Manual, as amended. Short-term temporary employees are not eligible for step increases.

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

WTD is committed to providing transparency in the process that is used to determine whether employees are eligible for MOT, at either the 2.5% or the 5% level.

The first 2.5% is awarded based on an overall “Outstanding” rating on employees’ annual performance evaluation for two consecutive years.

Eligibility for MOT at the 5% level is intended for employees who demonstrate they go well beyond their ongoing work program(s). This level of work could be considered unsustainable year after year. In some cases, these employees may have to step up to meet the demand when the situation is presented and there is no ability to plan for the new or additional workload. These employees accomplish the new body of work while still maintaining and excelling at their ongoing work. The 5% reward should be considered a way to distinguish those efforts from the employees who excel at their work year after year, but were not tasked with an additional large body of work or particularly challenging situation during the year.

As part of the annual performance evaluation process, employees are encouraged to enter into a discussion with their immediate supervisor or manager to discuss their work accomplishments and the MOT award that they believe would be supportable under the criteria above. The employees’ supervisor or manager will provide written feedback to employees that includes whether a recommendation of MOT will be made and at what level.

**10.4** Shift supervisors regularly assigned to operations rotating shift shall receive a shift differential of one dollar (\$1.50) per hour for all compensated hours. Employees temporarily assigned to a full rotating shift shall receive the rotating shift premium. In addition to the rotating shift premium provided herein, employees shall receive a premium of seven percent (7%) of their

regular rate of pay for all hours worked on the nighttime shift portions of the rotating shift.

Employees temporarily assigned to the nighttime shift portion of the rotating shift shall receive the seven percent (7%) rotating shift premium for hours worked on the nighttime shift portions of the rotating shift.

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

**10.6** Shift supervisors who are scheduled to attend meetings on their regular day(s) off or who are required to return to work to attend a meeting in person (not telephonic or virtual) shall be compensated for the greater of two (2) hours or the actual meeting time at the overtime rate. Shift Supervisors that attend meeting on regular days off that attend the meeting virtually (phone or computer) will be paid at the contractual overtime rate for the duration of their attendance at the meeting.

**10.7** All eligible employees covered under Addendum A and Addendum B who have one or more valid certifications described below in a discipline directly applicable to their employment, shall be paid \$75 per month per certification, up to a maximum of \$100 per month. Membership in an organization does not qualify an employee for compensation.

**Certifications:**

Certified Public Accountant (CPA)

Certified Safety and Health Manager (CSHM)

Certified WDOE Group 4 Operator

Washington State Professional Engineer (PE)

Boilers License (Grade III) (West Point Only)

**10.8** All eligible employees covered under Addendum C who have one or more valid certifications as described in this Section in a discipline directly applicable to their employment, shall be paid an additional \$75 dollars per month per certification up to a maximum of \$100 dollars per month. Membership in an organization does not qualify an employee for compensation.

**Certifications and Professional Designations.**

One of: AACE International (CCCT<sup>TM</sup>/CCE<sup>TM</sup>, CCT<sup>TM</sup>, EVP<sup>TM</sup>, and PSP<sup>TM</sup>)

Association of Energy Engineers (AEE) Certified Energy Managers (CEM)

Certified Professional in Erosion and Sediment Control

Certified Public Accountant (CPA)

CMC – Construction Management Certification

CMI Construction Manager

Green Building Certification Institute (GBCI) LEED AP

Hazardous Waste Certification HAZWOPER (when required by the job)

ISI – Institute for Sustainable Infrastructure – ENV-SP Envision Sustainability Professional

One of: International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC, AMC  
(Environmental Programs Managing Supervisor Classification Only)

NACE National Association of Corrosion Engineers (CM Classification Only)

One of: National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC  
(Environmental Programs Managing Supervisor Classification Only)

One of: Project Management Institute Certification (PMP, PMR)

One of: SAVE International (AVS, VMP, CVS)

Washington State Associate Brokers License (Environmental Programs Managing Supervisor Classification Only)

Washington State Certified Real Estate Appraiser (Environmental Programs Managing Supervisor Classification Only)

**Professional Licenses.** Eligible employees covered under Addendum C who have one or more current Washington State professional licenses directly applicable to their employment in the branches of Architect, Civil, Mechanical, Electrical, Chemical, Environmental, Sanitary, or Control Systems, or Structural shall be paid \$100 dollars per month.

**10.9** Employees must provide evidence of current licensure or certification to the certification pay administrator on or prior to expiration in order to avoid a lapse in payment. Membership in an organization does not qualify an employee for compensation.

There are no automatic renewals for certification pay. The effective date for premium pay shall be prospective from the date that the request is submitted by the employee to the WTD Certification Pay Administrator, regardless of the date certified or recertified. No retroactive payments will be made for failure to provide documentation.

**10.10** To encourage professional development and to ensure the employment of qualified personnel in appropriate classifications, compensation for professional licenses and certifications will be provided in accordance with this Article. During the term of this Agreement, additional certifications may be added by written Memorandum of Agreement.

## **ARTICLE 11: HOURS OF WORK AND OVERTIME**

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

### **11.2 Hours of Work**

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

**B. Rotating Shift.** For employees who work 11.7-hour schedules, matters concerning

hours of work will be based on the employee's scheduled work week (either a 46.8 hour "gain" cycle or a 35.1 hour "loss" cycle). When on a "gain" cycle workweek that includes a holiday, employees will receive up to 46.8 hours of pay at the regular hourly rate and time and a half for all holiday hours worked, consisting of hours worked and/or the use of paid leave (Benefit Time or Comp Time). Also, when using Benefit Time or Comp Time, employees must use the appropriate amount of paid leave to cover their scheduled workday or workweek (for example, to take a whole week off, employees must use either 35.1 or 46.8 hours to cover their time off, depending on their schedule for that week). The parties end the practice of converting such weeks to 40-hour weeks. Employees shall continue to use Comp Time to supplement their loss cycles. This new approach to managing timekeeping will not have a positive or negative impact on employee's accrual of Benefit Time over a bi-weekly period. Employees' accrual of Benefit Time will be corrected, if necessary, to ensure that their bi-weekly accrual is correct in each pay period.

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

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

**11.4 Meal and Rest Periods.**

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

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

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

**11.5 Contractual Overtime.**

**Contractual daily overtime** shall be paid to employees who work more than their regularly

scheduled workday, inclusive of alternative work schedules, at the **Contractual Overtime Rate** in effect at the time the overtime work is performed.

**Contractual weekly overtime** shall be paid to employees for all hours worked in excess of forty (40) hours per FLSA workweek at the **Contractual Overtime Rate** in effect at the time the overtime work is performed.

The **Contractual Overtime Rate** for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay and any applicable pay premiums in effect at the time the OT is worked (known as "time and one half"). If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

A. Employees required to work more than their regular workday or workweek will be paid either overtime for such additional hours at 1-1/2 times the employee's base hourly rate of pay or compensatory time at the rate of one and 1-1/2 times the amount of overtime hours actually worked, inclusive of any applicable premiums at the time.

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

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

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

E. Employees working two (2) consecutive hours of unscheduled overtime immediately following the employee's regularly scheduled workday shall be eligible to receive a meal expense reimbursement. For purposes of this provision, "unscheduled overtime" is overtime



about which the employee is notified on the day in question.

## **11.6 Compensatory Time.**

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

**B.** Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the department director may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Such requests will not be unreasonably denied.

**C.** In order for Shift workers cover for "loss" pay periods, Shift workers may request to carry over the amount they need to cover loss cycles, up to 20 hours into the next year. Provided this request is limited to the actual hours necessary to cover the loss cycles, it shall be approved. This shall be in addition to the carryover provided in paragraph B above.

**D.** Employees will be paid in the pay period that includes December 31 for all accrued compensatory time not carried over into the following year.

**E.** Compensatory hours that have been carried over must be used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

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

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

11.8 The County may not change an employee's regular schedule for the purpose of avoiding the payment of overtime.

## **ARTICLE 12: BENEFIT TIME AND SICK LEAVE**

**12.1 Revised Benefit Time Standard.** New terms intended to replace Article 5 Benefit Time are identified in Addendum D REVISED BENEFIT TIME STANDARD AND PAID SICK LEAVE. The County intends to prospectively implement the terms in the Addendum in 2026 upon notice to the Union, which shall function as a full replacement to the Benefit Time terms in Article 12.

### **12.2 General Description.**

The benefit program has two elements to it: one is Benefit Time (BT) and the other is Sick Leave (SL). Both programs are for comprehensive benefit eligible employees and built on the accrual rate table set forth in Section 12.5. This program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. Benefit Time is administered with the understanding that: a) BT is intended to constitute wage replacement when an employee is on leave, and b) because business needs may constrain employees' ability to utilize leave, the Agreement provides for a yearly cash conversion of Benefit Time.

### **12.3 Definitions.**

**A.** All BT and SL time is based on a two thousand eighty (2,080) hour year. BT is the bank of time accrued for use during scheduled paid time off, including holidays, as well as unscheduled paid time off (excluding bereavement leave and jury duty) once SL is exhausted.

**B.** SL may be used for the purposes outlined in the CLA.

**C.** Employees may donate BT and SL to another comprehensive benefit eligible employee in accordance with CLA Article 6 for donation of vacation and sick leave, respectively. For purposes of clarification, BT donation shall be consistent with CLA vacation leave donation.

**12.4 Principles.**

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

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

**12.5 Absence.**

**A.** Employees are expected to schedule BT as far in advance as possible to facilitate business team planning. Employees are expected to notify the County of any unscheduled absence, in accordance with established notice requirements. If the reason for unscheduled absence is for illness, the employee shall be paid from their accrued SL bank. However, all BT and SL time shall be coordinated with, and supplementary to, Workers' Compensation.

**B.** Non-exempt who become ill or who are injured while at work shall apply the applicable accrued SL or BT for that portion of the shift that they are unable to complete and is unpaid through Workers' Compensation. Non-exempt employees may use accrued BT and SL in increments of quarter hour if approved by the supervisor. Employees may use SL in the same increments of time in which wages are paid.

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

**D.** Employees unable to work because of any other personal emergency not related to employee or eligible family member illness shall be allowed to use BT for any unworked but scheduled hours.

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

## 12.6 BT and SL Accrual.

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

Months of Service	Hourly Accrual Rate	Approximate Accruals		
		Days/Yr	Hrs/Yr	Hrs/Pay Period
0	0.119229	31	248	9.538
60	0.130767	34	272	10.461
96	0.134615	35	280	10.769
120	0.150005	39	312	12.000
192	0.153842	40	320	12.307
204	0.157692	41	328	12.615
216	0.161542	42	336	12.923
228	0.165380	43	344	13.230
240	0.169230	44	352	13.538
252	0.173077	45	360	13.846
264	0.176917	46	368	14.153
276	0.180767	47	376	14.461
288	0.184617	48	384	14.769
300	0.188467	49	392	15.077

B. Comprehensive benefit eligible employees shall accrue SL benefits at the rate of 0.0269 hours for each hour in paid status excluding overtime.

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

## 12.7 BT and SL Accumulation.

For comprehensive benefit eligible employees hired on or after July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before April 1 of one calendar year to the next shall be 320 hours and all hours in excess of 320 hours shall be forfeited. One time per year, prior to the forfeiture of BT, Employees who have greater than 320 hours shall have the option to convert up to 80 hours to cash, down to a balance of 320 hours.

A. Employees with at least four hundred and eighty (480) hours at the pay period ending before April 1st shall have the option to convert up to one-hundred twenty (120) hours of BT to cash if their classification is listed under Addendum A. Employees whose classifications are listed

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

**B. Addendum C – BT and SL Accumulation and Conversion.** The maximum accumulated carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be 600 hours (prorated for part-time employees on the percentage of full-time worked). Employees with at least 480 hours at that time shall have the option to convert up to 40 hours to cash, down to a balance of 480 hours. Accumulated hours beyond 600 (or prorated for part-time) will be forfeited in the payroll period that contains April 1. There shall be no limit on the amount of SL accrued.

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

Additionally, in March 2023, the cashout level for all employees will be adjusted from their current cashout rates to 120 hours, for this single cashout year, provided they meet the thresholds for cashout.

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

### **12.8 Upon Retirement or Death.**

Upon retirement from the County or death, an employee or their beneficiary shall be paid for up to four-hundred eighty (480), or three hundred twenty (320) hours for employees hired on or after July 1, 2023, hours of accrued BT at one-hundred percent (100%) and for all accrued SL at thirty-five percent (35%) of the employee's base hourly rate of pay. Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County employment.

**12.9** Employees have successfully completed probation may cash-out a maximum of four hundred eighty (480) hours, or three hundred twenty (320) hours for employees hired on or after July 1, 2023, of BT time upon leaving employment in good standing. Employees returning to regular service who resigned, were separated for non-disciplinary medical reasons or from layoff within two (2) years will have their SL restored.

### **12.10 Holidays.**

**A.** All work performed on the following holidays by hourly employees shall be paid their hourly base rate of pay (inclusive of any applicable pay premiums in effect at the time), plus one half of the employee's hourly base rate of pay (inclusive of any applicable pay premiums in effect at the time) for all hours worked as a holiday premium.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Juneteenth
- Independence Day

- Labor Day
- Indigenous Peoples Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

**B.** Holidays will be on the actual day of the holiday for shift crews and on the day the County observes the holiday for employees whose workdays are on Monday through Friday. Shift supervisors required to work on December 24th will be paid their hourly base rate of pay (inclusive of any applicable pay premiums in effect at the time), plus one half of the employee’s hourly base rate of pay (inclusive of any applicable pay premiums in effect at the time).

### **ARTICLE 13: BENEFITS**

#### **13.1 Benefit Plan Administration** – See also CLA Article 25.

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

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

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

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

**13.2 Eligibility.**

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

**13.3 Retirement.**

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

**13.4 Pension Trust.**

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

**B. Wage Reduction.** In order to participate in the Pension Trust all bargaining unit employees shall have their wage rate reduced by the amount of the County's contribution on the employee's behalf pursuant to Section 13.4.A. The parties agree and understand that this contribution shall not be reported as part of the employees' wage to the State Department of Retirement Systems or the Internal Revenue Service, nor shall this contribution be part of the employees' wage for computation of overtime or any salary-based premium pay.

**13.5 Workers' Compensation.**

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

**B.** In addition to the compensation benefits accruing to employees under state industrial insurance laws, or in addition to the compensation earned for alternative work, an employee may use their accrued SL and BT to supplement the workers' compensation payment. An



employee will not receive compensation in excess of what the employee would normally receive in net take-home pay. Any overpayment must be returned to the County. Net take-home pay will be calculated based on the employee's hourly wage at the time of injury times eighty (80) hours minus mandatory deductions.

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

### **13.6 'Home Free' Guarantee.**

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

### **13.7 Prior Ongoing Permanent Savings.**

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

## **ARTICLE 14: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

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

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

#### **14.2 Return from Medical Leave of Absence.**

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

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

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

### **ARTICLE 15: SPECIAL CONDITIONS**

#### **15.1 License and Tuition Reimbursement.**

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

#### **15.2 Vehicle Usage Reimbursement.**

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

#### **A. Take-Home Vehicles.**

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

such equipment in accordance with County policy.

### **15.3 Personnel Files.**

The employee or their union representative (if the employee so authorizes in writing) may examine the employee's personnel files consistent with County HR policy (2021-0014) as amended..

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

### **15.4 Legal Counsel.**

Defense and indemnification of employees shall be in accordance with King County Code 2.21.

### **15.5 Drug and Alcohol Testing Policy.**

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

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

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

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

### **15.6 Recognition Programs.**

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

### **15.7 Safety Standards.**

A. The County and its employees value a safe working environment and recognize their mutual obligation to maintain safety standards. The County shall adopt and enforce a program

1 in accordance with applicable state and federal laws and regulations that encourages the safety  
2 committees to establish programs that meet the County and the employee safety needs and that  
3 clearly delineates safety equipment needs, thereby setting the standard for all employees to perform  
4 their duties in a safe and competent manner.

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

7 **15.8 Automatic Vehicle Location System Use Policy.** The “Automatic Vehicle Location  
8 System Use Policy”, as amended, shall apply to all employees with the following modifications or  
9 additions:

10 **A.** AVL data will not constitute the sole documentation used to determine discipline  
11 imposed on an employee.

12 **B.** Any real time viewing of data is permissible only for operational reasons and will  
13 not be used for surveillance of employees, whether to monitor performance or to justify  
14 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby  
15 AVL data is utilized beyond the scope of traditional operational monitoring, (e.g., to track a specific  
16 route, vehicle and/or employee), then all relevant employees shall be so notified in advance.

17 **C.** The County will not access such data for the purpose of disciplinary action unless  
18 there is a good faith reason to suspect that an employee has committed an offense that could result in  
19 discipline. The County agrees not to request or view AVL data, absent any other evidence, for the  
20 purpose of monitoring an employee who may have committed a violation of some rule or policy that  
21 could result in disciplinary action , e.g., no fishing expeditions.

22 **D.** If the County is aware of AVL data that may pertain to an investigation, the  
23 employee who is subject to the investigation and/or the Union will have the right to view the AVL  
24 data before an investigatory interview is conducted by the employee’s department/division. If the  
25 County refuses to show the employee and the Union the AVL data, upon request before conducting  
26 an investigatory interview, then the AVL data shall not be used as evidence in any manner related to  
27 discipline.

E. The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.

F. All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union employee, for response pursuant to the department's policies and procedures.

For Teamsters Local 117:

Signed by:



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Paul Dascher

Secretary-Treasurer

For King County:

DocuSigned by:



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Andre Chevalier

Labor Relations Manager

Office of Labor Relations, Executive Office

**WAGE ADDENDA**  
**Teamsters Local 117**  
**Wastewater Treatment, Department of Natural Resources & Parks**  
**Supervisors Units**

<b>cba Code:</b> <b>157</b>		<b>ADDENDUM A</b>		<b>Union Code:</b> <b>F5</b>
<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Wage Range*</b>	
2810300	281413	Administrator III	63	
7120500	713501	Process Control Supervisor	75	
8700100	871106	Supervisor I	58	
8700200	871207	Supervisor II	64	
8700300	871305	Supervisor III	68	
7540800	756802	Wastewater Maintenance Supervisor	75	
7111800	715901	Wastewater Operations Engineering Supervisor	75	
2335400	234504	Wastewater Safety and Emergency Manager	75	
7540500	756501	Wastewater Treatment Supervisor	75	
7540500	756502	Wastewater Treatment Supervisor (Rotating)	75	

<b>cba Code:</b> <b>157</b>		<b>ADDENDUM B</b>		<b>Union Code:</b> <b>F5A</b>
<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Wage Range*</b>	
2131400	214413	Business and Finance Officer IV	67	
2139100	218102	Capital Projects Financial Advisor	75	
2230400	223603	Customer Services Supervisor	64	
1041100	110004	Financial Services Administrator	75	
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 13.4 of the collective bargaining agreement pertaining to participation in the Western Conference of Teamsters Pension Trust.

<b>cba Code:</b> <b>157</b>	<b>ADDENDUM C</b>		<b>Union Code:</b> <b>F5B</b>
<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Wage Range**</b>
5401100	540205	Environmental Programs Managing Supervisor	75
7119500	710403	Project Control Engineer Supervisor	75
7160600	712806	Wastewater Capital Projects Managing Supervisor	76
7117600	715604	Wastewater Construction Management VI	76
7116600	714104	Wastewater Engineer Supervisor	76
		Wastewater Designer - Supervisor	75

\*\* For rates please refer to the King County Squared Salary Table. The Union has agreed to reduce the wage rates under this contract by \$1.00 per hour for Addendum C pursuant to Article 13.4 of the collective bargaining agreement pertaining to participation in the Western Conference of Teamsters Pension Trust.

**ADDENDUM D**  
**REVISED BENEFIT TIME (BT) STANDARD AND PAID SICK LEAVE**

**SECTION 1. EFFECTIVE DATE.** Subsequent to King County Council ratification and the Ordinance Date for this Appendix, the County will give notice to the Union in 2026 about a future, to be determined pay period that will be identified when the terms of this Addendum will be implemented and replace the existing Article 12 in the parties collective bargaining agreement (CBA) on Benefit Time in its entirety. After the implementation date occurs, the Article on Benefit Time in the CBA will be considered null and void, and this Addendum shall govern Benefit Time and paid sick leave accruals and administration.

**SECTION 2. OVERVIEW.** Benefit Time (BT) is a type of paid leave (i.e., combined paid vacation and holiday paid leave hours) and a separate paid sick leave (SL) leave accrual shall also exist with a separate accrual bank. BT is only available to employees in comprehensive leave eligible positions. In contrast, SL is a type of paid leave available to both comprehensive leave eligible employees and to employees in short-term temporary positions on a more limited basis.

BT is administered with the understanding that because business needs of the County may constrain an employee's ability to utilize and be approved to use BT, a yearly and limited cash conversion option of BT is provided as specified below.

**SECTION 3. BT ACCRUAL RATE.** BT accrual shall be available to employees in comprehensive benefit eligible positions based on the employee's adjusted service date as follows:

<b>BT ACCRUAL TABLE</b>				
<b>Months of Service</b>	<b>Hourly Accrual Rate</b>	<b>Approximate Accruals</b>		
		<b>Days/Yr</b>	<b>Hrs./Yr</b>	<b>Hrs./Pay Period</b>
0	0.126912	33	264	10.153
48	0.130767	34	272	10.461
96	0.134615	35	280	10.769
120	0.150005	39	312	12.000
192	0.153842	40	320	12.307
204	0.157692	41	328	12.615



216	0.161542	42	336	12.923
228	0.165380	43	344	13.230
240	0.169230	44	352	13.538
252	0.173077	45	360	13.846
264	0.176917	46	368	14.153
276	0.180767	47	376	14.461
288	0.184617	48	384	14.769
300	0.188467	49	392	15.077

#### **SECTION 4. PAID SICK LEAVE (COMPREHENSIVE LEAVE ELIGIBLE**

**POSITIONS).** Comprehensive leave eligible employees shall accrue SL benefits at the rate of 0.0269 hours for each hour in paid status excluding overtime and excluding the use of donated leave up to a maximum of 8 hours per month, unless additional sick leave is required by state law. There shall be no limit to the number of sick leave hours that an employee eligible for comprehensive leave eligible position may accrue and carry over from year-to-year, except as specified. An employee is not entitled to use sick leave until the first day following the pay period in which it was accrued. SL must be used for the authorized purposes outlined in the CLA (e.g. CLA Section 31.5) and comply with any applicable WTD Division policies related to sick leave usage.

#### **SECTION 5. PAID SICK LEAVE (SHORT-TERM TEMPORARY (STT)**

**POSITIONS).** Employees in STT positions shall accrue sick leave at the rate of 0.025 hours for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick leave to the following calendar year. At the end of the pay period that includes December 31, all accrued sick leave over 40 hours will be forfeited. An employee is not entitled to use sick leave until the first day following the pay period in which it was accrued. SL must be used for the authorized purposes outlined in the CLA (e.g. CLA Section 31.5) and comply with applicable WTD Division policies related to sick leave usage.

**SECTION 6. BT USAGE.** Employees are expected to schedule BT as far in advance as possible to facilitate business team planning. Employees are expected to notify the County of any

unscheduled absence, in accordance with established notice requirements in established WTD Division policies.

FLSA Exempt employees use accrued BT in increments of not less than one (1) regular workday. Exempt employees who are absent for part of the workday will not be required to charge such absences against any accrued leave balances nor will the employees' pay be reduced. BT will be paid only to the extent that BT hours have been accrued by the employee in the pay period immediately preceding the absence.

#### **SECTION 7. HOLIDAYS.**

**A.** All work performed on the following holidays by hourly employees shall be paid their hourly base rate of pay (inclusive of any applicable pay premiums in effect at the time), plus one half of the employee's hourly base rate of pay (inclusive of any applicable pay premiums in effect at the time) for all hours worked as a holiday premium.

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

**B.** Holidays will be on the actual day of the holiday for shift crews and on the day the County observes the holiday for employees whose workdays are on Monday through Friday. Shift supervisors required to work on December 24th will be paid their hourly base rate of pay (inclusive of any applicable pay premiums in effect at the time), plus one half of the employee's hourly base

rate of pay (inclusive of any applicable pay premiums in effect at the time).

## **SECTION 8. BT ACCUMULATION LIMIT AND ANNUAL CASHOUT**

### **A. Annual Employee BT Cap and Cashout (600 BT hours Annual Maximum).**

Effective upon implementation by the County, employees with an adjusted service date on or before June 30, 2023 in comprehensive leave eligible positions with a maximum accumulated carryover of 600 BT hours (i.e. 600 BT Cap) on the pay period ending before April 1 of one calendar year to the next shall have the option to convert up to a maximum of (120) hours of BT to cash subject to also maintaining a minimum balance of 320 BT hours after cashout. Any BT in excess of 600 hours after the cashout period has concluded will be forfeited. To qualify for cashout, employees must follow the appropriate BT selection protocols provided by the County. Under this Section, employees cannot cash out BT below a minimum balance of (320) hours after cashout is exercised or exceed the annual (120) hour BT cashout maximum per year.

### **B. Annual Employee BT Cap and Cashout (320 BT hours Annual Maximum).**

Effective upon implementation by the County with notice to the Union, employees with an adjusted service date on or after July 1, 2023 in comprehensive leave eligible positions with a maximum accumulated carryover of 320 BT hours (i.e. 320 BT Cap) on the pay period ending before April 1 of one calendar year to the next shall have the option to convert up to a maximum of (120) hours of BT to cash or until a minimum balance of 320 hours is reached. Any BT in excess of 320 hours after the cashout period has concluded will be forfeited. To qualify for cashout, employees must follow the appropriate BT selection protocols provided by the County. Under this Section, employees cannot cash out BT below a minimum balance of (320) hours after cashout is exercised or exceed the annual (120) hour BT cashout maximum per year.

**C. BT Forfeiture or Pre-Approved Carryover.** Failure to use BT beyond the maximum accrual amounts as provided in Sections A and B above as of April 1<sup>st</sup> will result in forfeiture of the BT beyond the maximum amount, unless the Division Director (or designee) has approved a carryover of such BT because of cyclical workloads, work assignments or other reasons as may be in the best interest of the County.

**SECTION 9. BT CASHOUT UPON EMPLOYMENT SEPARATION.** Upon employment

separation, an employee in a comprehensive leave eligible position, may upon separation have the ability to cashout their BT accruals as stated herein so long as the employee is leaving employment in good standing (i.e. not terminated for cause or resignation in lieu of discharge) or separated due to an unsuccessful probation. The County may approve an exception and allow BT to be used or cashed out if there is a termination for cause or unsuccessful probation at its discretion.

A. For eligible employees with an adjusted service date on or after July 1, 2023, the employee shall be allowed to cashout a maximum of three-hundred-twenty (320) hours of their BT accruals at one-hundred percent (100%) of the employee's base hourly rate of pay plus merit pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. BT cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of the bargaining unit. BT accruals above 320 hours will be forfeited and not subject to cashout upon separation.

B. For eligible employees with an adjusted service date on or before June 30, 2023, the employee shall be allowed to cashout a maximum four hundred eighty (480) hours of their BT accruals at one-hundred percent (100%) of the employee's base hourly rate of pay plus merit pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. BT cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of the bargaining unit. BT accruals above 480 hours will be forfeited and not subject to cashout upon separation.

**SECTION 10. PAID SICK LEAVE UPON EMPLOYMENT SEPARATION.** In

accordance with Coalition Labor Agreement 31.2, as amended, separation from or termination of County employment except by reason of retirement shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, in good standing, be separated for medical reasons or be laid off and return to County employment in a leave eligible position within two years, accrued sick leave shall be restored.

**A. Upon Retirement or Death.** Employees eligible for comprehensive leave benefits who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's base rate of pay plus merit, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. Retirement, as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment. Sick leave cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of the bargaining unit. If a retiree who cashes out their sick leave is rehired within 12 months, that employee is entitled to restoration of the sick leave balance that was not cashed out. A retiree who returns to work will not be entitled to any cash out of their restored sick leave balance when they leave County employment.

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND  
KING COUNTY COALITION OF UNIONS**

**Subject: GreenWhereWeWork (GWWW) Initiative**

On June 19, 2020, the King County Department of Natural Resources and Parks (DNRP) announced the GWWW initiative which will permanently establish work-from-home as the primary employee office workspace, replacing, in part, a centrally-located employer-provided office space. This agreement memorialized the Parties' bargaining regarding the effects of this change.

The GWWW Initiative is guided by principles that are closely aligned with the mission, vision and goals of DNRP, the Equity and Social Justice Strategic Plan as well the King County True North and Values. The Department shall make every effort to ensure that the administration of teleworking does not result in an inequitable impact for employees who are part of communities that have historically been at an economic disadvantage and/or those employees who are more economically impacted as a result of classification, position type, tenure, etc. The Parties agree to jointly facilitate this effort and the topic of equity will be a standing agenda item for Labor Management Committee meetings.

All terms and provisions of the existing Collective Bargaining Agreements shall continue to apply unless specifically modified by the agreements set forth as follows:

**AGREEMENTS:**

**1. WORKING CONDITIONS:**

**A. Telework Status:** Teleworking is mandatory for positions identified by DNRP. However, waivers (temporary and permanent) may be requested in writing.

**B. Processing Waiver Requests:** The County will respond to requests for waivers in writing and requests will not be unreasonably denied. Decisions to deny the request will state the reasons for the decision based on balancing operational needs and the productivity and business needs of the employee.

**C. Alternative Work/Flexible Schedules:** Employees may request and the Department may approve alternative or flexible work schedules. No employee shall be prohibited from having access to an alternative work schedule or flexible schedule due to their telecommuting status.

**D. Reasonable Accommodation:** Employees whose condition requires reasonable accommodation will work with Disability Services for determination and procurement of necessary accommodations.

**E. Workers Compensation:** Employees who telecommute are responsible for

working safely and will work with Safety and Claims Management to process a worker's compensation claim for work-related occupational diseases or injuries while telecommuting.

**2. HOME OFFICE EXPENSES:** For DNRP employees on a mandatory telework assignment, the Parties agree to the following:

**A. Teleworking Expenses:**

1. Employees in need of basic office supplies will follow their normal process of requesting supplies. Normally supplies will be ordered through County procurement processes with supervisor approval and shipped to the employee's home.

2. General office supply expenses that have been approved in advance by the employee's supervisor, which cannot be procured through normal County processes, may be eligible for reimbursement. Such purchases must be pre-approved, documented, and reported for reimbursement to the County.

3. Additional equipment that an employee needs for their home workspace requires the approval of the department director, or their designee.

**B. Technology support:**

1. The County will supply necessary IT equipment and job-related tools. In the event the County is temporarily, or on a long-term basis, unable to supply necessary IT equipment and job-related tools, employees may be required to work on site as determined by the department to perform duties which require specialized equipment.

2. Employees who do not have adequate internet access from their telework location may request a wireless internet connectivity solution.

3. The County will provide routine maintenance and repairs for County equipment if the equipment is returned to a designated worksite.

**3. REOPENER:** During the term of this Agreement, the County may propose modifications to the working conditions and/or establish new policies that affect telecommuting conditions, provided that advance written notice is given to the Union, except in cases of emergency, and the Union shall be provided the opportunity to bargain the impacts or decision, to the extent required by law.

**4. DEFERRAL:** To the extent that components of the GWWW Initiative impact bargaining conflicted and/or are more appropriately discussed as a matter of negotiations over the Coalition Labor Agreement (CLA), its Appendices, or any other existing CBA, the Parties mutually agree to defer such matters to other bargaining tables, such as:

**A.** Decisions and appeals of waiver requests.

**B.** Job postings.

C. Spending limits and reimbursable expenses.

D. Monthly telework stipend.

5. **ORDER OF PRECEDENCE**: Should the County sign any agreements with the King County Coalition of Unions that address the same topics bargained within this Agreement, the agreement with the Coalition of Labor Unions shall supersede and take precedence over this Agreement.

6. **DURATION**: This Agreement expires on the expiration of the CLA and will expire in its entirety unless incorporated into the successor CBA.

010	Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks and Recreation
011	Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks
040	Professional and Technical Employees, Local 17 - Departments: Executive Services, Local Services, Natural Resources and Parks
048	Professional and Technical Employees, Local 17 - Information Technology
065	Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services, Local Services, Natural Resources and Parks
066	Professional and Technical Employees, Local 17 - Section Managers - Departments: Local Services, Natural Resources and Parks
154	International Brotherhood of Teamsters Local 117 - Professional & Technical and Administrative Employees
156	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks
157	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks
159	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks
275	Washington State Council of County and City Employees, Council 2, Local 1652R - Industrial and Hazardous Waste
459	Technical Employees' Association - Wastewater Treatment Division, Department of Natural Resources and Parks, Supervisors and Staff



For Washington State Council of County and City  
Employees, Council 2, Local 1652R:

  
Suzette Dickerson (May 24, 2021 16:37 PDT)

Suzette Dickerson  
Staff Representative

May 24, 2021

Date

For Professional and Technical Employees, Local 17:

  
Karen Estevenin (May 21, 2021 18:18 PDT)

Karen Estevenin  
Executive Director

May 21, 2021

Date

For Service Employees International Union, Local 925

  
Rion Peoples (May 26, 2021 18:22 PDT)

Rion Peoples  
Internal Organizer

May 26, 2021

Date

For Technical Employees' Association

  
Michael Sands

Michael Sands  
President

May 26, 2021

Date

For International Brotherhood of Teamsters, Local 117:

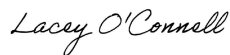


John Searcy  
Secretary Treasurer

Jun 1, 2021

Date

For King County:

  
Lacey O'Connell

Lacey O'Connell  
Labor Relations Negotiator  
Office of Labor Relations  
King County Executive Office

Jun 1, 2021

Date