

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

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1 **DEFINITIONS**

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

4 **Classification** - A position or group of positions, established pursuant to KCC chapter 3.12, that are
5 sufficiently similar in their duties, responsibilities, and authority that the same descriptive title may be
6 used to designate each position allocated to the class.

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

9 **FLSA Exempt Employee** - An individual who is designated by the Human Resources Division
10 Director of the Department of Executive Services as being employed in a bona fide executive,
11 administrative or professional capacity as defined by the Fair Labor Standards Act (FLSA), and who
12 is therefore exempt from FLSA overtime pay requirements.

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

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

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

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

19 **Regular Employee** - An employee in a budgeted FTE position.

20 **Special Duty Assignment** - A temporary appointment to perform work different from that normally
21 performed.

22 **Temporary Employee** - An employee hired to fill a special project position of limited duration or to
23 provide short-term replacement staffing for regular employees absent from their positions for reasons
24 such as leave of absence (including term-limited temporary employee as defined in the King County
25 Code).

26 **Transfer** - Movement of an employee from one position and/or job assignment to another within the
27 same classification.

28 **Vacancy** - An unfilled position resulting from retirement, termination, promotion, demotion, or the

1 creation of a new position.

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1 **PREAMBLE**

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

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

9 This Agreement was written through a collaborative process that allowed the Employer and
10 the Union to communicate openly to produce a contract while building positive, ongoing
11 relationships. The Agreement was developed to accomplish the following goals:

12 • Develop a compensation and benefit package that is the best in the wastewater treatment
13 industry, and which will attract and retain outstanding employees.

14 • Create an Agreement that generates gains in efficiency and effectiveness, is economically
15 feasible, and is justifiable to the Council, the ratepayer, and the public.

16 • Write an Agreement that is clear and easily understood.

17 • Develop an Agreement consistent with a supportive, productive, challenging, high-quality
18 work environment in which all employees are treated with dignity and respect and are valued for their
19 individual and team contributions.

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

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

1 **ARTICLE 1: JOINT LABOR/MANAGEMENT COMMITTEE (WTD JLMC)**

2 The Union will participate in the Wastewater Treatment Division Joint Labor/Management
3 Committee (WTD JLMC).

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

2 **STEWARDS**

3 **2.1 Union Recognition**

4 The County recognizes Teamsters Local Union No. 117, affiliated with the International
5 Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all regular full-time
6 and regular part-time employees whose job classifications are listed in the attached Appendix A. In
7 recognizing the Union as the exclusive bargaining representative, the County agrees to not effect any
8 change in the wages, benefits, or working conditions covered by the terms of the Agreement, except
9 by mutual agreement with the Union. The County agrees to extend recognition of the Union as
10 bargaining representative for any new or added Wastewater Treatment Facility operated by King
11 County and to extend the terms of this Agreement to represented employees working in those
12 facilities.

13 **2.2 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.

26 C. Failure by an employee to abide by the provisions of paragraphs A and B will
27 constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in A
28 and B, the Union will provide the employee and the County with seventy-two (72) hours notice of

1 intent to seek the discharge of the employee. During this period the employee may bring the amount
2 in arrears current to avoid discharge.

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

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

10 **2.3 Union Dues Deduction**

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

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

18 **2.4 Shop Stewards, Union Activities and Representation**

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

22 B. The County agrees to recognize employees appointed and identified by the Union
23 as Shop Stewards. When contract administration business is conducted during working hours, the
24 employee is responsible for clearing the time taken away from work with his/her manager or
25 supervisor.

26 C. The Union shall be allowed use of bulletin board space to post Union notices.
27 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and
28 remove Union materials, and only materials originating from the Union office and bearing the Union

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

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

1 **ARTICLE 3: NON-DISCRIMINATION**

2 Neither the County nor the Union will discriminate against any individual with respect to
3 compensation, terms, conditions, or privileges of employment because of race, color, creed, religion,
4 national origin, age, ancestry, marital status, gender, sexual orientation, veteran status, or a sensory
5 mental or physical disability, except as otherwise provided by law.

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

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1 **ARTICLE 4: NO STRIKES OR LOCKOUTS**

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

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1 **ARTICLE 5: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

2 The Employer shall have exclusive authority and responsibility to administer all matters that
3 are not covered by this Agreement.

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1 **ARTICLE 6: PRODUCTIVITY INITIATIVE**

2 The management of King County Department of Natural Resources and Parks Wastewater
3 Treatment Division, the Union, and Service Employees International Union Local 925, agree to
4 engage in a competitiveness and productivity initiative for the benefit of the employees of the
5 division, and the ratepayers of King County, our "customers". Recognizing the inevitability of
6 change, the parties to this agreement intend to work together to manage that change to their mutual
7 benefit. There is significant pressure from outside vendors who wish to operate the utility for their
8 profit, and, should such a proposal ever be accepted by county government, the result would not be in
9 the best interest of county employees, nor consequently our customers. We believe the partnership
10 we are employing will continue to provide our customers with the best and most efficient, state of the
11 art wastewater treatment utility in the country, while securing excellent family wage jobs and
12 rewarding careers for the employees of the division.

13 In order to accomplish this change successfully, we agree to the following:

14 1. There will be no involuntary layoffs during the period the productivity pilot program is in
15 effect between Wastewater Treatment Division of Department of Natural Resources and Parks and
16 King County government. Any reductions in force necessary to help meet productivity goals will be
17 accomplished through attrition.

18 2. This Agreement acknowledges the partnership among the management of King County
19 Department of Natural Resources and Parks Wastewater Treatment Division, the Union, and Service
20 Employees International Union Local 925 to manage the change process as the productivity pilot
21 program is implemented, and on a continual basis thereafter.

22 3. Management is committed to providing adequate resources for appropriate and necessary
23 training, career development, and incentives consistent with the business needs, within the financial
24 constraints of the business plan.

1 **ARTICLE 7: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**

2 **7.1 General**

3 Employees covered by this Agreement may be either full-time or part-time. The Employer
4 shall staff positions as full-time where possible, recognizing that legitimate work requirements or
5 employee needs may require the use of part-time or temporary employees.

6 **7.2 Probationary Period**

7 The first six (6) months of regular employment shall be a probationary period for all
8 employees. During this period an employee may be terminated or have his/her probationary period
9 extended without recourse to the Dispute Resolution Procedure. If the probation period is to be
10 extended, written notice of the extension must be given to the employee and the Union and should be
11 provided prior to the end of the probationary period. A copy of the notice of extension will be
12 forwarded to the Director of the King County Human Resources Division. Extension of the
13 probationary period shall not be subject to the Dispute Resolution Procedure.

14 **7.3 Trial Service Period**

15 All employees promoted or transferred to a different classification within the bargaining unit
16 shall serve a six (6) month trial service period. An employee who does not successfully complete the
17 probationary period in a position to which he or she had been promoted or transferred may be restored
18 to his or her former position. Such restoration is not mandatory, but is optional at the discretion of
19 the former appointing authority within the limits of available authorized positions.

1 **ARTICLE 8: PERSONNEL ACTIONS**

2 **8.1 Job Posting**

3 The purpose of posting job announcements is to ensure that interested employees know of
4 openings that occur within their bargaining unit and that they have a reasonable chance to compete for
5 those positions.

6 **8.2 Non-competitive appointments for internal candidates**

7 Regular positions or special project assignments may be filled on an acting or temporary basis
8 for no more than six (6) months without competition. The Section Manager, after consulting with the
9 supervisor of the affected business team, may approve an extension of up to six additional months.

10 Management will notify the Union of non-competitive appointments and extensions.

11 If management determines that a non-competitive appointment will become a continuing
12 assignment of a regular career-service position, or a temporary special duty assignment is expected to
13 last more than six (6) months, the position will be posted for a minimum of fourteen (14) days and
14 filled as a competitive appointment.

15 **8.3 Competitive appointments**

16 For all competitive appointments to positions in the Local 117 bargaining units, selection
17 criteria will be established in advance by the appointing authority. A panel that includes at least one
18 Local 117 representative will interview and evaluate candidates, and make recommendations to the
19 appointing authority. The same selection criteria shall apply to external and internal candidates.

20 All openings of regular bargaining unit positions, and special assignments or temporary
21 appointments performing bargaining unit work that are expected to last six (6) months or longer, will
22 be filled by the competitive appointment process:

23 **8.3.1 Internal candidates:** Internal candidates refers to employees covered by the
24 Professional & Technical and Administrative Support and the Supervisors Agreements in the
25 Wastewater Treatment Division. Employees from outside of such bargaining units, filling a Local
26 117 position on an acting basis, are not internal candidates for the purpose of this Article. Openings
27 to be filled by a competitive appointment process shall be posted for internal candidates first, for a
28 minimum of fourteen (14) days. The selection panel will first consider applications from members

1 of the bargaining unit, who are in the same job classification of the open position who wish to be
2 considered as transfer candidates. If there are no transfer candidates, the position will be advertised
3 to members of the bargaining unit.

4 **8.3.2 External candidates:** If no qualified internal candidate is selected by the
5 appointing authority, the position may be posted for applications from employees not covered by this
6 Agreement.

7 **8.4 Transfer Procedures – Operating Supervisors**

8 Openings in the operating supervisor classification shall be first filled through a seniority
9 transfer process within the affected section (i.e. East only or West only). Employees wishing to
10 transfer to the opening will respond to an advertisement, which will be posted for twelve (12) days.
11 Additionally an overall bid process within each section (i.e. East only or West only) will take place
12 once every five (5) years beginning April 15, 2009 as follows. A bidding sheet will be posted for
13 twelve (12) days, for eligible employees to register their preference. Failure to bid within this time
14 frame signifies that the employee is giving up the right to participate. Management and the Union
15 must agree to any position to be excluded from the bidding procedure for legitimate business
16 considerations. The Brightwater Treatment Plant Supervisors shall be exempt from the 2009 bid
17 process, in accordance with the agreement reached between the parties in 2004.

18 **8.5 Layoffs**

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

22 The Employer commits to provide training to affected regular employees which allows those
23 employees to compete for other available jobs. The Employer and the Union agree that these affected
24 employees shall be given preference for non-promotional job openings within the bargaining unit for
25 which they meet the minimum qualifications. If layoffs are required, the least senior employee(s) in
26 the affected classification shall be laid off provided that those employees remaining on the job are
27 qualified to perform the work assigned.

28 Employees laid off shall be eligible for recall for two (2) years from date of layoff.

1 Employees subject to layoff shall be allowed to exercise seniority rights as defined in
2 Article 9.1 to displace the least senior employee in another bargaining unit classification, provided
3 he/she has completed a probationary period in the other classification, and has more seniority than the
4 least senior employee in the classification.

5 **8.6 Outplacement**

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

8 **8.7 Recall**

9 Employees shall be recalled to the affected classifications in the order of seniority (the most
10 senior being recalled first) provided that those recalled are qualified to perform the work assigned.

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

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

1 **ARTICLE 9: SENIORITY**

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

6 9.1 Seniority shall be defined as the length of continuous service with the Employer (i.e.,
7 King County), including time served under the former Metro, for purposes of layoff and recall.

8 9.2 Seniority shall be defined as the length of continuous service within classification for
9 purposes of transfers and all other purposes.

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1 **ARTICLE 10: DISCIPLINARY ACTION**

2 No employee who has completed the probationary period shall be disciplined except for just
3 cause. The Employer and the Union agree with the principle of progressive discipline, which may
4 include oral reprimands, written reprimands, suspension and discharge, or alternative forms of
5 discipline as supported by just cause.

6 All discipline of employees who have completed the probationary period shall be subject to
7 the Dispute Resolution Procedures in Article 12.

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1 **ARTICLE 11: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT**

2 **PLAN**

3 11.1 Each Employee will receive an annual performance evaluation between September 15th
4 and October 15th of each year.

5 11.2 When an Employee's supervisor believes the Employee's performance is unsatisfactory,
6 the supervisor will document the specific performance deficiencies with a written performance
7 appraisal. This Employee may request that this performance appraisal be reviewed by the next higher
8 level of supervision.

9 11.3 Upon receipt of an unsatisfactory performance appraisal and, if requested, the
10 completion of a higher level review which confirms the unsatisfactory performance appraisal, the
11 Employee will be placed on a Performance Improvement Plan. The Performance Improvement Plan
12 will be reviewed by WTD Human Resources and will include the following:

- 13 • Opportunity for the employee to be involved in the development of the Performance
14 Improvement Plan
- 15 • Description of the Employee's specific performance deficiencies
- 16 • Specific performance objectives
- 17 • Listing of resources available to the Employee, as appropriate
- 18 • Specified duration (up to twelve [12] months) that provides sufficient time for the
19 employee to make the required improvements
- 20 • Regular review of the employee's performance with written evaluation to the
21 Employee indicating his/her progress in meeting the specific performance objectives.

22 11.4 The act of placing an Employee on a Performance Improvement Plan is not a grievable
23 action.

24 11.5 While on a Performance Improvement Plan, an Employee will not receive any scheduled
25 salary step increase. If the Employee successfully completes the Performance Improvement Plan, the
26 Employee will then receive the delayed salary step increase. The employee will not be paid
27 retroactive step increase for the period the step increase was delayed. Delayed receipt of a salary step
28 increase will not impact future scheduled salary step increases.

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11.6 When an Employee is unable to satisfactorily perform the specific performance objectives of his/her Performance Improvement Plan, the supervisor may extend the period of the Performance Improvement Plan (but not to exceed the twelve [12] month maximum) if the supervisor determines that the Employee may be able to make the required improvements if given more time.

11.7 An Employee who is unable to satisfactorily perform the specific performance objectives of his/her Performance Improvement Plan will be subject to demotion or discharge from employment. Demotions or discharges resulting from a failure to satisfactorily complete a Performance Improvement Plan will be subject to the grievance and arbitration process in Article 12.

1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

2 **12.1 Grievance/Arbitration/Mediation**

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

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

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

13 **A. Definitions.**

14 Grievance – A claimed violation of any provision of this Agreement. Complaints of
15 discrimination shall be subject to this dispute resolution procedure, but shall not be subject to
16 arbitration.

17 Working Days – Monday through Friday, excluding holidays observed by King
18 County.

19 **B. Procedure.**

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

28 **Step 2.** If after thorough discussion with the Section Manager or designee, the

1 grievance has not been satisfactorily resolved, the employee or his/her representative may submit the
2 grievance in writing to the Division Director or designee. The grievance statement must include a
3 brief description of the events that are the basis of the grievance, the provisions of this Agreement
4 that the employee believes have been violated, and the requested remedy. All letters, memoranda and
5 other written materials previously considered at Step 1 shall be made available for the review and
6 consideration of the Division Director or designee. He/she may interview the employee and/or
7 his/her representative and receive any additional related evidence which he/she may deem pertinent to
8 the grievance. He/she shall make his/her written decision available within twenty (20) working days
9 of receipt of the grievance; copies will be provided to the employee, the Union representative, the
10 employee's Section Manager or designee, WTD Human Resources, and the Labor Relations
11 Manager, Human Resources Division of the Department of Executive Services. If the Division
12 Director or designee does not issue a written decision within twenty (20) working days of having
13 received the grievance, the grievance may be advanced to the next level. If the grievance is not
14 pursued to the next higher level within twenty (20) working days of the issuance of the Step 2
15 decision (or the date by which such decision is due, if no decision is issued), it shall be presumed
16 resolved.

17 **Step 3.** If the decision of the Division Director or designee does not resolve the
18 grievance, the grievance may be submitted to arbitration within twenty (20) working days of the date
19 of response provided in Step 2 (or the date by which such decision is due, if no decision is issued). If
20 Arbitration has been timely requested, the parties may with mutual consent attempt Grievance
21 Mediation. The process will use a mutually acceptable mediator and conclude within thirty (30)
22 working days after the mutual request.

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

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

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

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

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

14 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

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

16 **12.2 Alternate Dispute Resolution Procedures**

17 After a grievance is initially filed, the following Alternative Dispute Resolution (ADR)
18 process may be followed, with mutual consent. This process will not exceed twenty (20) working
19 days unless extended by mutual agreement:

20 A. A meeting will be arranged by the Union representative and Employer
21 representative (or their designees) to attempt to resolve the matter.

22 B.

23 (1) The meeting will include a mediator and the affected parties (including
24 King County HRD Labor Negotiator).

25 (2) The parties may mutually agree to other participants such as union and
26 management representatives or subject matters experts.

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

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

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

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

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

1 **ARTICLE 13: MEDICAL ARBITRATION**

2 A grievance from an employee who is removed from service or refused permission to return to
3 service from sick leave or a leave of absence due to a physical or mental disability preventing the
4 employee from performing all of the duties of his/her position shall be processed only through the
5 following medical arbitration procedure.

6 **Step 1.** The employee shall present to the Employer a medical release from his/her primary
7 treating physician that authorizes the employee to perform, without restriction, all physical and
8 mental duties of his/her position. In the absence of such a medical release, the parties agree that no
9 grievance exists.

10 The Employer will evaluate the medical release from the employee's physician. If the
11 Employer does not accept the medical release, the Employer will, at its expense, refer the employee to
12 an independent consulting physician of the Employer's choice for a medical examination. If the
13 independent consulting physician authorizes return of the employee to work, the employee will be
14 allowed to return to duty upon release without loss of seniority. The employee shall receive back pay
15 from the date the employee presented an acceptable medical release from his/her physician to the
16 Employer, provided the employee was available. In the event the independent consulting physician
17 does not authorize the employee's return to work and the employee still wishes to return to work, the
18 grievance shall progress to Step 2. Such referral to Step 2 must be in writing.

19 **Step 2.** When the employee's physician and the independent consulting physician disagree on
20 whether the employee may return to work, the two (2) physicians shall discuss the issue. In the event
21 these physicians cannot resolve the issue, the two (2) physicians shall select a third physician who is a
22 specialist in the appropriate field of medicine. The third physician shall serve as a medical arbitrator
23 and shall examine the employee to determine whether the employee can perform all of his/her duties
24 without restriction.

25 Should the medical arbitrator determine that the employee can perform all of his/her duties
26 without restriction, the employee shall be returned to work, and the medical arbitrator shall determine
27 the date upon which the employee, in the arbitrator's opinion, was able to fully perform the duties of
28 his/her position. The employee shall receive back pay, benefits, and seniority from the date

1 determined by the arbitrator.

2 Should the medical arbitrator rule in favor of the Employer, the Employee's appropriate
3 placement shall be determined in accordance with the Employer's regular accommodation
4 procedures.

5 The power and authority of the medical arbitrator shall be strictly limited to determining
6 whether the employee can perform all of his/her duties without restriction. The medical arbitrator
7 shall not have the authority to add to or subtract from or modify the Employer's job descriptions. The
8 decision of the medical arbitrator shall be final and binding on all parties. The fees and expenses of
9 the medical arbitrator shall be borne by the Employer.

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

2 **14.1** The classifications and rates of pay for all employees in the Supervisors bargaining unit
3 are listed in Appendix A of this Agreement.

4 **14.1.A Wage re-opener.** The parties agree to re-open this agreement for the purpose
5 of further bargaining wages in the event that, during the life of this agreement, wages to other
6 represented classifications in the Wastewater Treatment Division are changed in such a way as to
7 create genuine problems of compression, equity or other misalignment with wages for classifications
8 in this bargaining unit.

9 **14.1.B Salary Survey/Salary Negotiations.** The Employer agrees to commence joint
10 salary survey work no later than July 2009 and the parties agree to further bargain wages associated
11 with this Agreement, thereafter.

12 **14.2** The following Cost of Living provisions shall apply:

13 **14.2.A** Effective January 1, 2009, the rates of pay in effect on December 31, 2008,
14 shall be increased by 90% (ninety percent) of the percentage increase in the United States City
15 Average Consumer Price Index which occurs during the twelve (12) month period from September
16 2007 to September 2008; provided, however, such percentage increase shall be not less than two
17 percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index
18 for the Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor
19 Statistics, U.S. Department of Labor.

20 **14.2.B** Effective January 1, 2010, the rates of pay in effect on December 31, 2009,
21 shall be increased by 90% (ninety percent) of the percentage increase in the United States City
22 Average Consumer Price Index which occurs during the twelve (12) month period from September
23 2008 to September 2009; provided, however, such percentage increase shall be not less than two
24 percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index
25 for the Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor
26 Statistics, U.S. Department of Labor.

27 **14.3** Employees who receive a satisfactory performance appraisal shall progress two (2) steps
28 annually until reaching the top step of their salary range. New employees hired on or after the

1 effective date of this Agreement shall be placed at Step 2 of their range and shall progress two (2)
2 steps annually on November 1, provided they receive a satisfactory performance appraisal, until they
3 reach the top step of their range.

4 Employees who are at Step 10 and receive the highest rating on their performance appraisal
5 for two consecutive years shall be eligible for a merit increase of no less than two point five percent
6 (2.5%), and no more than five percent (5%), above Step 10. This must be re-earned each year.

7 14.4 An employee who is temporarily assigned in writing by his/her supervisor to perform the
8 work of a higher-paying classification for a period of one work day or more shall receive a pay
9 increase of five percent (5%), but not more than the maximum of the salary range of the higher
10 classification. Supervisors will maintain a minimum of a five percent (5) increase from their highest
11 paid subordinate classification, but not to exceed the maximum of the supervisor's assigned salary
12 range.

13 14.5 Operating supervisors regularly assigned to operations rotating shift shall receive a shift
14 differential of one dollar (\$1.00) per hour for all compensated hours. Employees temporarily
15 assigned to a full rotating shift shall receive the rotating shift premium. In addition to the rotating
16 shift premium provided herein, effective November 1, 2008, employees shall receive a premium of
17 five percent (5%) of their regular rate of pay for all hours worked on the nighttime shift portions of
18 the rotating shift. Employees temporarily assigned to the nighttime shift portion of the rotating shift
19 shall receive the five percent (5%) rotating shift premium for hours worked on the nighttime shift
20 portions of the rotating shift.

21 14.6 Hourly employees and shift supervisors not assigned to standby who are called in to
22 work on an unscheduled basis or because of an emergency, within twelve (12) hours or less of their
23 scheduled report time, shall be paid at the overtime rate for the actual hours worked, with a minimum
24 of three (3) hours. If subsequent call-ins fall within three hours, further pay will not start until the
25 fourth (4th) unscheduled work hour. Travel time to and from the job shall be considered as working
26 time in such circumstances. A call in may be cancelled; however, if the call in is cancelled less than
27 four (4) hours prior to the scheduled start of the call-in, the employee shall be paid the minimum
28 amount of call in pay (three [3] hours). Employees who have been notified more than twelve (12)

1 hours before report time that their work schedule has been changed shall not be eligible for call-in
2 pay.

3 14.7 Hourly employees and shift supervisors who are scheduled to attend meetings on their
4 regular day(s) off or who are required to return to work on a work day to attend a meeting shall be
5 compensated for the greater of two (2) hours or the actual meeting time at the overtime rate.

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1 **ARTICLE 15: HOURS OF WORK AND OVERTIME**

2 The provisions of this Article apply only to hourly employees in positions covered by the
3 overtime requirements of the Fair Labor Standards Act (FLSA). Shift supervisors shall be treated as
4 hourly employees; they are eligible for overtime, compensatory time, and other benefits of this
5 Agreement that apply to hourly employees.

6 **15.1 Hours of Work**

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

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

12 Other innovative work schedules mutually agreed upon by the Employer and the Union may
13 be utilized.

14 **15.2 Meal and Rest Periods**

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

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

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

23 **15.3 Overtime and Compensatory Time**

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

28 Paid benefit time, extended sick leave and compensatory time shall not be counted as time

1 worked for purposes of overtime calculation. The Employer will provide the Union with at least
2 thirty (30) days notice of any change in the workweek or payroll week for Employees covered by this
3 Agreement.

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

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

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

14 A. Compensatory Time. Accrued compensatory time shall be available for the
15 employee's use as paid time off the job. Compensatory time used shall be recognized as time
16 worked. Accrued compensatory time in excess of eighty (80) hours (forty-eight (48) hours where
17 requested by the employee) shall be paid off at the conclusion of each calendar year quarter at the
18 employee's regular hourly rate of pay. A current balance of compensatory time hours available will
19 be shown on the pay stub. Employees may not use compensatory time until it is earned and is shown
20 on the pay stub.

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

28 15.4 Fourteen (14) calendar days notice will be given an employee prior to implementing an

1 involuntary change in the employee's regular schedule, except in cases of emergency.

2 The Employer may not change an employee's regular schedule for the purpose of avoiding the
3 payment of overtime.

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1 **ARTICLE 16: BENEFIT TIME**

2 **16.1 General Description**

3 The benefit program has two elements to it: one is Benefit Time (BT) and the other is
4 Extended Sick Leave (ESL). Both programs are built on the accrual rate table set forth in
5 Section 16.5. This program recognizes the need for scheduled time away from the job (vacation and
6 holidays) for personal reasons and for occasions when the employee must be away because of illness
7 or injury. Benefit Time is administered with the understanding that: a) BT is intended to constitute
8 wages earned for services rendered, and b) because business needs may constrain employees' ability
9 to utilize leave, the Collective Bargaining Agreement provides for a yearly cash conversion of up to
10 one hundred twenty (120) hours of Benefit Time.

11 **16.2 Definitions**

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

16 Extended Sick Leave (ESL) is the bank of time accrued for use during all paid nonscheduled
17 illness exceeding two (2) consecutive scheduled workdays for employees and their dependents, as
18 well as for pre-scheduled paid time off (e.g., surgery or tests) or injury of the employee or dependent.

19 Employees may donate BT and ESL to another employee in accordance with King County
20 guidelines for donation of vacation and sick leave, respectively.

21 **16.3 Principles**

22 A. The Benefit Time program is intended to provide a productive workplace where
23 employees are encouraged to be healthy and regularly be at work.

24 B. Operational efficiency is increased by the responsible management of the benefit
25 time usage. The appropriate use of benefit time rests with the business teams.

26 **16.4 Absence**

27 Employees are expected to schedule BT as far in advance as possible to facilitate business
28 team planning. Employees are expected to notify the Employer each day of any unscheduled

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

5 Hourly employees who become ill or who are injured while at work shall apply the applicable
 6 accrued Benefit Time or Extended Sick Leave for that portion of the shift that they are unable to
 7 complete. This day will be considered the first day of unscheduled absence in case of illness when
 8 determining the activation of payment of Extended Sick Leave time. Hourly employees may use
 9 accrued benefit time in increments of one-half (1/2) hour if approved by the supervisor.

10 FLSA exempt employees use accrued BT in increments of not less than one regular work day.
 11 FLSA exempt employees who are absent for part of a work day will not be required to charge such
 12 absences against any accrued leave balances nor will the employee's pay be reduced.

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

15 Benefit Time (BT) and Extended Sick Leave (ESL) will be paid only to the extent that BT and
 16 ESL hours have been accrued by the employee in the pay period immediately preceding the absence.

17 **16.5 Benefit Time Accrual and Extended Sick Leave Accrual**

18 Benefit Time accrual shall be as follows:

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

	Accrual Rates		
Years of Employment	Annual	Bi-weekly	Hourly
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

Extended Sick Leave accrual shall accumulate for all employees on the basis of fifty-six (56) hours per year (0.0269 hours per hour).

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.

16.6 Benefit Time Accumulation and Extended Sick Leave Accumulation

The maximum accumulated carryover of Benefit Time from the pay period ending before April 1st of one calendar year to the next shall be six hundred (600) hours. Employees with at least four hundred and eighty (480) hours at that time shall have the option to convert up to one-hundred twenty (120) hours to cash, down to a balance of four hundred and eighty (480) hours. Benefit Time in excess of six hundred forty (640) hours shall be forfeited. Exception: An employee who exceeds six hundred forty (640) hours on or after April 1 as a result of cancellation by the Employer 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).

There shall be no limit on the amount of Extended Sick Leave (ESL) accrued.

16.7 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) hours of accrued benefit time (BT) at one-hundred percent (100%) and for all accrued Extended Sick Leave (ESL) at thirty-five percent (35%).

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16.8 Holidays

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

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

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

1 **ARTICLE 17: PRODUCTIVITY INCENTIVE PROGRAM**

2 **17.1 Goals and parameters.**

3 The goals of the productivity incentive program are as follows:

4 A. Provide financial incentives to employees to achieve higher than projected savings
5 to the sewer ratepayers.

6 B. Encourage teamwork.

7 C. Encourage employee involvement in and ownership of the business. The
8 parameters of the productivity incentive program shall be consistent with the commitments and
9 performance guarantees as set forth in the wastewater productivity initiative ordinance 14941 and as
10 provided for in King County Code Section 28.86.200, as amended.

11 **17.2 Productivity Incentive Fund For Wastewater Operating Fund**

12 Henceforth, the productivity incentive fund, as defined herein, shall be established each
13 calendar year after the baseline annual operating target savings identified in the aforementioned
14 productivity pilot program are met and verified through an independent review. Fifty percent (50%)
15 of those additional savings shall be retained by King County Wastewater Treatment Division and fifty
16 percent (50%) shall be assigned to a productivity incentive fund.

17 The fund shall be managed as defined in Section 17.5.

18 **17.3 Productivity Incentive Fund For Wastewater Capital Fund.**

19 If the King County Council approves an extension of the Productivity Initiative to the major
20 capital program, the parties shall meet to discuss the participation of the bargaining unit employees in
21 such program.

22 **17.4 Prior Ongoing Permanent Savings**

23 In order to memorialize the gainsharing distribution for ongoing permanent savings to the
24 wastewater program achieved under the prior collective bargaining agreement, a permanent
25 adjustment for past productivity gains will be added to the base hourly pay rate for all employees
26 employed in a bargaining unit position prior to the date this contract takes effect and shall be adjusted
27 for COLA in accordance with the provisions of Section 14.2. Employees hired or promoted into
28 bargaining unit positions on or after the date this contract takes effect shall be entitled to receive the

1 wage adjustment under this section if the employee is hired/promoted from a position which received
2 the adjustment at the time of the hiring/promotion.

3 17.5 A productivity Incentive Program Oversight Committee shall be responsible for
4 oversight of funds allocated to the fund. The committee may include one (1) representative from the
5 Teamsters Local 117 Wastewater Treatment Division, Professional & Technical and Administrative
6 Support bargaining unit and one (1) representative from the Teamsters Local 117 Wastewater
7 Treatment Division, Supervisors bargaining unit.

8 Ex-officio membership may include, but shall not be limited to the Office of the Executive
9 and the Finance & Business Operations Division of the Department of Executive Services.

10 The productivity incentive program oversight committee shall have the authority and
11 responsibility to determine the distribution and use of the fund, subject to approval by the manager of
12 the Wastewater Treatment Division. Distribution of the funds may include, but not be limited to:

- 13 • Annual payouts to employees.
- 14 • Investment in employees through training and other employee development
15 programs.
- 16 • Award and recognition program.
- 17 • Reserve fund.
- 18 • Other activities consistent with achieving the goals of the productivity pilot
19 program.

20 The productivity incentive program oversight committee shall prepare an annual report on the
21 management of the fund. The fund shall be audited on an annual basis.

1 **ARTICLE 18: BENEFITS**

2 **18.1 Benefit Plan Administration**

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

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

10 A. There is an established County-wide Labor/Management Insurance Committee
11 comprised of an equal number of representatives from the Employer and the Labor Union Coalition
12 whose function is to review, study, and make recommendations relative to existing medical, dental,
13 and life insurance programs.

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

17 **18.2 Eligibility**

18 Regular full-time employees and their dependents and regular part-time employees who are
19 scheduled to work an average of twenty (20) hours per week in a pay period are eligible for medical
20 and dental coverage from the first day of the calendar month following the date of hire, or the date of
21 hire if it is the first day of the month.

22 Temporary full-time employees and their dependents, and temporary part-time employees who
23 are scheduled to work an average of twenty (20) hours or more per week in a pay period, and who are
24 hired to fill positions intended to last one hundred eighty (180) days or longer, shall be eligible for
25 medical, dental, and vision coverage effective the first day of the month following thirty (30)
26 continuous days of service.

27 Temporary full-time employees and temporary part-time employees who are hired to fill
28 positions intended to last less than one hundred eighty (180) continuous days are not eligible to

1 receive benefits. However, in the event an employee's appointment is extended beyond one hundred
2 eighty (180) continuous days, the employee shall be eligible to receive medical, dental, and vision
3 coverage effective upon the first of the month following one hundred eighty (180) continuous days of
4 service.

5 **18.3 Retirement**

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

9 **18.4 Pension Trust**

10 **18.4.1 Contribution:** The County will contribute one dollar (\$1.00) for every hour
11 for which compensation is paid (exclusive of amounts paid while the employee is on worker's
12 compensation time loss) to the Western Conference of Teamsters Pension Trust (Pension Trust) on
13 behalf of each member of the bargaining unit for every hour for which compensation was paid, said
14 amounts to be computed monthly. The County will comply with the Uniformed Services
15 Employment and Re-employment Rights Act (USERRA) of 1994 in defining eligibility and
16 establishing contribution rates for employees who are eligible for pension contributions while absent
17 from employment because of active military service.

18 **18.4.2 Wage Reduction:** In order to participate in the Pension Trust all bargaining
19 unit employees shall have their wage rate reduced by the amount of the County's contribution on the
20 employee's behalf pursuant to Section 18.4.1. The parties agree and understand that this contribution
21 shall not be reported as part of the employees' wage to the State Department of Retirement Systems
22 or the Internal Revenue Service, nor shall this contribution be part of the employees' wage for
23 computation of overtime or any salary-based premium pay.

24 **18.4.3 Payments and Trust Rules:** The total amount due for each calendar month
25 shall be remitted in a lump sum not later than ten (10) business days after the close of the pay period
26 which includes the last business day of the month. The County agrees to abide by the rules
27 established by the Trustees of said Pension Trust Fund to facilitate the accurate determination of
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1 hours for which contributions are due, prompt and orderly collection, and accurate reporting and
2 recording of amounts paid.

3 **18.5 Workers' Compensation**

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

7 B. In addition to the compensation benefits accruing to employees under state
8 industrial insurance laws, or in addition to the compensation earned for alternative work, an employee
9 may use his/her accrued Benefit Time and Extended Sick Leave to supplement the workers'
10 compensation payment. An employee will not receive compensation in excess of what he/she would
11 normally receive in net take-home pay. Any overpayment must be returned to the Employer. Net
12 take-home pay will be calculated based on the employee's hourly wage at the time of injury times
13 eighty (80) hours minus mandatory deductions.

14 C. Employees who miss work due to on-the-job injuries will continue to accrue
15 Benefit Time and Extended Sick Leave on straight-time hours of work lost, for a maximum of sixty
16 (60) workdays missed during each calendar year.

17 **18.6 Sick Child Care Benefit Program**

18 The Employer agrees to provide employees with a sick child care service for eligible
19 dependent children. The service is provided at no cost to employees. The terms of the service are
20 specified under the Employer's contract with Virginia Mason Medical Center's Tender Loving Care
21 (TLC) Program.

22 **18.7 'Home Free' Guarantee**

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

1 **ARTICLE 19: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

2 **19.1 Leaves of Absence With Pay**

3 A. Bereavement Leave. In the event of death of a member of the employee's family,
4 an employee will be granted two (2) days off with pay to attend the funeral. An additional day off
5 will be granted when total travel to attend the funeral is two hundred (200) miles or more. In addition
6 to the bereavement leave granted herein, a maximum of three (3) days Extended Sick Leave may be
7 used with approval of the employee's supervisor. For purposes of this section, employee's family is
8 defined as:

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

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

23 C. Military Duty/Training Leave. An employee who is a member of the Washington
24 National Guard or any organized reserve of the Armed Forces of the United States, and is ordered to
25 be on active training duty, shall be allowed fifteen (15) work days of military leave during each
26 training year. The employee must present orders for active or inactive training duty to his/her
27 supervisor prior to taking leave. The employee may receive military leave for weekend reservist duty.

28 D. Executive Leave. Employees covered by this agreement who are in positions

1 exempt from the overtime requirements of the Fair Labor Standards Act will receive three (3) days of
2 Executive Leave per calendar year. Executive Leave up to seven additional days per year, as
3 provided in Executive policy PER 8-1-2 (AEP), may be granted at the discretion of the Employer.

4 **19.2 Family and Medical Leave**

5 Up to eighteen (18) weeks of unpaid leave shall be granted to eligible employees for the
6 employee's own serious health condition, or for family care, as provided by King County Code §
7 3.12.220 (Substitute Ordinance No. 13377), as amended.

8 The employee must exhaust all accrued sick leave (ESL) prior to using unpaid leave for the
9 employee's own health condition. Donated leave shall run concurrently with unpaid leave.

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

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

15 **19.3 Military Family Leave**

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

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

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

5 **19.4 Domestic Violence Leave**

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

12 **19.5 Leaves of Absence Without Pay**

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

16 **19.6 Return from Leave of Absence**

17 Employees wanting to return from a medical leave of absence, or who need to extend the
18 leave of absence beyond the original return date, may be required to be examined by a physician of
19 the Employer's choice at the Employer's cost to determine the employee's right to either a continuing
20 leave or work status. Disputes concerning medical leaves are subject to the special medical
21 arbitration process agreed upon by the Employer and the Union, as shown in Article 13.

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

28 **19.7**

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

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1 **ARTICLE 20: SAFETY STANDARDS**

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

8 The Employer shall supply and maintain safety-related items and equipment in accordance
9 with established practice and special conditions.

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1 **ARTICLE 21: SPECIAL CONDITIONS**

2 **21.1 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 **21.2 Job Descriptions**

6 A joint task force of Management and Union shall review, change, and/or develop new
7 position descriptions for the classifications listed in Appendix A of this Agreement. Descriptions for
8 positions covered by this Agreement shall be reviewed, and changed when necessary.

9 **21.3 Vehicle Usage Reimbursement**

10 Employees who are required and are authorized to use their own vehicles on the Employer's
11 business shall be reimbursed at the Internal Revenue Service rate in effect at the time of use.

12 **21.3.A Take-Home Vehicles**

13 Because certain classifications in the bargaining unit require specialized vehicles with
14 specialized equipment to perform county work outside of an employee's normally scheduled
15 workday, employees assigned to such classifications shall be assigned County-owned vehicles with
16 such equipment in accordance with County policy (FES 12-2-2 (AEP)).

17 **21.4 Personnel Files**

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

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

22 **21.5 Performance Evaluation/Development Review**

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

26 The Employer and the Union will establish a task force to develop the performance
27 evaluation/development system to be used, in the event the current system is abandoned. The
28 Employer will provide training on the appropriate use of the performance evaluation/development

1 review process.

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

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

7 **21.6 Legal Counsel**

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

11 **21.7 Drug and Alcohol Testing Policy**

12 The parties have agreed to implement the "Policy for King County Prohibited Drug Use and
13 Alcohol Misuse Education and Testing Program" (hereinafter, "Drug and Alcohol Policy") with the
14 following modifications or additions:

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

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

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

23 **21.8 Recognition Programs**

24 The Employer and the Union agree to develop and implement programs which recognize
25 employees in areas such as safety, service, and attendance.

1 **ARTICLE 22: SAVINGS CLAUSE**

2 Should any section of this Agreement or any addenda thereto be held invalid by operation of
3 law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any
4 provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be
5 affected thereby. In the event the Employer and the Union are unable to mutually agree upon
6 language to replace that held invalid by law or tribunal, the parties agree to resolve their disagreement
7 through the mediation and arbitration steps of the Dispute Resolution Procedures (Article 12).

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

1 **ARTICLE 23: CONTRACTING OUT**

2 The Employer shall not contract out work performed and consistent with work performed by
3 members of the bargaining unit if the contracting of such work eliminates, reduces, or limits the
4 normal work load of the bargaining unit.

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

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

1 **ARTICLE 24: 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, 2008 through
4 October 31, 2010.

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7 APPROVED this 4th day of March, 2009

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11 By: [Signature]
12 for King County Executive

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18 [Signature]
19 Tracey A. Thompson
20 Secretary-Treasurer
International Brotherhood of Teamsters Local Union No. 117