

**Coalition Labor Agreement (CLA) - Appendix for 159
Agreement Between King County
And
Teamsters Local 117
Wastewater Treatment Division, Managers - Department of Natural Resources & Parks**

TABLE OF CONTENTS

ARTICLE 1: PURPOSE AND DEFINITIONS 1

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT 1

ARTICLE 3: UNION RECOGNITION, REPRESENTATION, SHOP STEWARDS 1

ARTICLE 4: RIGHTS OF MANAGEMENT 3

ARTICLE 5: BENEFIT TIME 3

ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY 7

ARTICLE 7: WAGE RATES..... 8

ARTICLE 8: HOURS OF WORK 9

ARTICLE 9: SENIORITY AND JOB SECURITY 9

ARTICLE 10: MISCELLANEOUS AND SPECIAL CONDITIONS..... 9

ARTICLE 11: WAIVER AND COMPLETE AGREEMENT 13

ARTICLE 12: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST 13

ADDENDUM A: WAGE ADDENDUM

ADDENDUM B: REVISED BENEFIT TIME STANDARD AND PAID SICK LEAVE

MEMORANDUM OF AGREEMENT: GREEN WHERE WE WORK MOA 000U0321

ARTICLE 1: PURPOSE AND DEFINITIONS

1.1 Purpose. The intent and purpose of this Agreement is to promote a collaborative relationship between the parties and to set forth the wages, hours and working conditions of such employees as covered by this bargaining agreement.

1.2 Definitions. Definitions that apply to this Agreement are found under King County Code (“Code”) 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 the Agreement. If a Code definition change is made that affects this Agreement, the County agrees to bargain the effects of the change as required by law.

A. 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.

B. Hourly Employee - An employee who is not exempt from the Fair Labor Standards Act and is eligible for overtime.

C. Regular Employee - A career service employee.

D. Salaried Employee - An employee who is exempt from the Fair Labor Standards Act and is not eligible for overtime.

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

F. Transfer - Movement of an employee from one position to another within the same classification or different classification with the same pay range of the former classification.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

The CLA shall apply to the individual bargaining unit’s employees as follows:

Section 2.1 The Preamble in its entirety.

Section 2.2 All Superseding and non-superseding provisions of the CLA, with the exclusion of non-superseding Article 46 (Waiver and Complete Agreement).

ARTICLE 3: UNION RECOGNITION, REPRESENTATION, SHOP STEWARDS

3.1 Union Recognition

King County (County) recognizes Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters (Union), as the sole and exclusive bargaining representative of all full-time and regular part-time employees whose job classifications are listed in the attached Addendum A. The County agrees to extend recognition of the Union as bargaining representative for any new or added eligible manager and assistant manager positions that may be created in the future in the Wastewater Treatment Division (Division), in accordance with its PERC recognition.

3.2 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 and against it and any suit instituted against the County on account of any deduction or lack thereof of D.R.I.V.E contributions.

3.3 The County will supply the Union with bargaining unit information as described by RCW 41.56.035.

3.4 Shop Stewards, Union Activities and Representation

A. Union Representatives (Staff) may visit the work location of employees covered

1 by the Agreement at any reasonable time. They shall inform the Division Director/designee upon
2 arrival at the work site being visited.

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

7 **ARTICLE 4: RIGHTS OF MANAGEMENT**

8 The management of the County and the direction of the work force are vested exclusively in
9 the County, except as may be limited by the express written terms of this Agreement. All matters,
10 including but not limited to, the right to hire, appoint, promote, demote, transfer, layoff, discipline
11 and discharge, train, assign and direct the work force; improve efficiency; develop work rules,
12 policies and procedures; develop and modify classification specifications, allocate positions to those
13 classifications, allocate employees to those positions; determine work schedules, determine location
14 of facilities and assign employees to those locations; appraise employee performance; contract out
15 work; determine wage rates and wage schedules, place employees on the wage schedules and wage
16 rates, and determine the methods employees move through wage schedules and wage rates at time of
17 appointment; determine methods, processes and means for providing services; and take whatever
18 actions are necessary as determined by the County in emergencies declared by the Department
19 Director, County Executive, Governor of the State of Washington, or President of the United States.

21 **ARTICLE 5: BENEFIT TIME**

22 **5.1 Revised Benefit Time Standard.** New terms intended to replace Article 5 Benefit Time
23 are identified in Addendum B REVISED BENEFIT TIME STANDARD. The County intends to
24 prospectively implement the terms in Addendum B in 2026 upon notice to the Union, which shall
25 function as a full replacement to the Benefit Time terms in Article 5.

26 **5.2 General Description**

27 The benefit program has two elements to it: one is Benefit Time (BT) and the other is Sick
28 Leave (SL). Both programs are for comprehensive benefit eligible employees and built on the

1 accrual rate table set forth in Section 5.6. This program recognizes the need for scheduled time away
2 from the job (vacation and holidays) for personal reasons and for occasions when the employee must
3 be away because of illness or injury. BT is administered with the understanding that: a) BT is
4 intended to constitute wage replacement when an employee is on leave, and b) because business
5 needs may constrain employees' ability to utilize leave, the Collective Bargaining Agreement
6 provides for a yearly cash out conversion of BT.

7 **5.3 Definitions**

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

11 **B.** SL is the bank of time accrued for use during all paid nonscheduled illness and
12 prescheduled sick leave for employees to care for their eligible family members (as defined under
13 RCW 49.46.210(2) and KCC 3.12.220).

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

17 **5.4 Principles**

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

20 **B.** Operational efficiency is increased by the responsible management of the benefit
21 time usage.

22 **5.5 Absence**

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

28 **B.** Salaried Exempt employees use accrued BT and SL in increments of not less than

one (1) regular work day. Salaried 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.

C. BT and SL may be used and 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.

5.6 Benefit Time Accrual and Sick Leave 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. Annual and bi-weekly totals in the above table are approximations and may vary slightly based on the hourly rate.

C. SL accrual shall accumulate for all employees on the basis of fifty-six (56) hours per year (0.0269 hours per hour). To the extent that this accumulation is more or less generous than sick leave requirements under Washington State law, the higher amount of leave shall be awarded to the employee. Any additional leave is awarded on the following pay advice.

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

1 E. Consistent with CLA Article 31 Sick Leave, Temporary and Part-time employees
2 in short-term temporary positions and administrative interns shall accrue SL at the rate of 0.025 per
3 hour for each hour in pay status to be used solely as paid sick leave for self-care or to care for a
4 family member and for other qualifying reasons in accordance with state law, County code, and
5 applicable Employer policies. On January 1 of each calendar year, all accrued SL over 40 hours will
6 be forfeited for short-term temporary employees.

7 **5.7 Benefit Time Accumulation and Sick Leave Accumulation and Cash Out**

8 A. For employees hired prior to January 1, 2019, the maximum accumulated
9 carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be
10 six hundred (600) hours. Employees with at least four hundred and eighty (480) hours at that time
11 shall have the option to convert up to one hundred and twenty (120) hours to cash, down to a balance
12 of four hundred and eighty (480) hours. For employees hired on or after January 1, 2019 but before
13 July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before April 1st
14 of one calendar year to the next shall be four hundred and forty (440) hours. Employees with at least
15 three hundred and twenty (320) hours at that time shall have the option to convert up to one hundred
16 and twenty (120) hours to cash, down to a balance of three hundred and twenty (320) hours. For
17 comprehensive benefits eligible employees hired on or after July 1, 2023, the maximum accumulated
18 carryover of BT from the pay period ending before April 1 of one calendar year to the next shall be
19 320 hours and all hours in excess of 320 hours shall be forfeited. One time per year, prior to the
20 forfeiture of BT, Employees who have greater than 320 hours shall have the option to convert up to
21 80 hours to cash, down to a balance of 320 hours.

22 B. There shall be no limit on the amount of SL accrued.

23 C. Current comprehensive benefit eligible County employees who are new in the unit
24 and who have more than 40 hours of sick leave may convert up to forty (40) hours from their sick
25 leave balance into BT. Any remaining sick leave balance will convert into SL. For such employees
26 who have less than 40 hours of accrued sick leave, all sick leave accruals will be converted to BT
27 time. Vacation leave balances will convert to BT.

28 D. Unless modified by a VEBA agreement employees who have successfully

completed probation may cash-out a maximum of 480 hours, or 320 hours for employees hired on or after January 1, 2019, 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.

E. Failure to use BT beyond the maximum accrual amount as of April 1st will result in forfeiture of the BT beyond the maximum amount, unless the Division Director/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.

5.8 Upon Retirement or Death

Upon retirement from the County or death, a comprehensive leave eligible employee or their beneficiary shall be paid for up to four-hundred eighty (480) hours, or three hundred twenty (320) hours for employees hired after January 1, 2019, of accrued BT at one-hundred percent (100%) and for all accrued SL at thirty-five percent (35%), unless modified by a VEBA agreement. 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.

ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY

6.1 Executive Leave. Employees covered by this Agreement who are comprehensive benefit eligible and in salaried positions will receive three (3) days of Executive Leave per calendar year, prorated for a partial year. Up to seven (7) additional days per year, as provided in Executive Policy, may be granted at the discretion of the County.

6.2 Return from Unpaid 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 and 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

1 the leave, provided the employee is able to perform the work. Seniority, SL balance earned, and BT
2 accrual rates based upon seniority established at the time of departure on leave of absence shall be
3 restored when the employee returns to work.

4 C. No seniority or benefits will accrue while on a leave of absence without pay. In
5 the case of a leave for the purpose of conducting Union business, employees granted leave will
6 continue to earn seniority.

7 **6.3 State Law**

8 To the extent that the Washington State Family Care Act (RCW 49.12.265 - 49.12.295)
9 provides a greater benefit than the provisions of this Agreement, the Washington State law will apply.

10 **ARTICLE 7: WAGE RATES**

11 **7.1** The classifications and rates of pay for all employees in the bargaining unit are listed in
12 Addendum A.

13 **7.2 Wage Increases**

14 Wage Increase adjustments will be in accordance with CLA Article 29.

15 **7.3** Regular employees hired at Step 1 of the applicable pay range shall advance to Step 2 on
16 the November 1 following successful completion of their probationary period. Employees who are at
17 Step 2 or above shall progress two (2) steps annually on November 1 until reaching the top step of
18 their salary range, provided they have completed probation or trial service period by August 31.
19 Employees who are at Step 10 and receive an outstanding rating on their performance appraisal for
20 two (2) consecutive calendar years shall be eligible for a merit increase of five percent (5%), above
21 Step 10. The merit increase for eligible employees will be no less than five percent (5%) above Step
22 10. This must be re-earned each year. Increases for term-limited temporary are in accordance with
23 the King County Contingent Worker Manual, as amended. Short-term temporary employees are not
24 eligible for step increases.
25
26
27
28

ARTICLE 8: HOURS OF WORK

8.1 Schedules - The establishment of work schedules is vested solely within the purview of the County and may be changed from time to time.

8.2 Fair Labor Standards Act - 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. Bargaining unit employees shall be covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy and modifications thereto, and are expected to work the hours necessary to satisfactorily perform their jobs.

ARTICLE 9: SENIORITY AND JOB SECURITY

With respect to layoff and recall of regular employees, the County will layoff by inverse seniority and recall in order of seniority with the job classification affected, provided that the regular employee in question has the specific qualifications and demonstrated abilities to perform the work at issue. The County and the Union recognize that the nature of work performed by members of this bargaining unit is typically very specific to the position and not easily transferable even within classifications, so it is unlikely that bumping or recall procedures would apply.

ARTICLE 10: MISCELLANEOUS AND SPECIAL CONDITIONS

10.1 Certification Pay - Employees with the following certifications will receive the corresponding amount monthly, up to a maximum of \$300 per month regardless of the number of licenses or certifications the employee possesses, provided that the certification or license is directly applicable to their position and is not a job requirement in the classification specification. Employees must provide at least bi-annual documentation of a certification to receive compensation, or annually not later than December 31st for the following calendar year if certification requires annual renewal. There are no automatic renewals for certification pay. The effective date for certification, or professional designation, and/or license 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. Additionally, it is the express responsibility of the employee that their records are kept current. If during periodic reviews, it is discovered that the employee no longer qualifies for their monthly premium, steps will be taken to collect the overpayment.

Membership in an organization does not qualify an employee for compensation.

WA State registered Professional Engineer:	\$100
State of WA DOE Wastewater Group IV Certification (See 10.2 below):	\$75
Project Management Institute (PMI) Certifications (Project Management Professional, Program Management Professional, Portfolio Management Professional):	\$75
Certified Construction Manager (CCM) from Construction Management Association of America:	\$75
AACEI: <ul style="list-style-type: none"> • Certified Cost Professional (CCP) • Certified Estimating Professional (CEP) • Earned Value Professional (EVP) • Planning & Scheduling Professional (PSP) • Project Risk Management Professional (PRMP) 	\$75
Design Build Institute of America Certification (DBIA): <ul style="list-style-type: none"> • Associate Design-Build Professional • Design-Build Professional 	\$75
Certified Public Accountant (CPA)	\$75

10.2 Group IV Certification Premium. Employees that have a State of WA Department of Ecology Wastewater Group IV Certification and are designated by the Division Director as the operator in responsible charge of the operation and maintenance of a plant or plants on a routine basis, as required by RCW 70A.212.030, shall be eligible to receive a 2.5% base pay premium. The Division Director (or designee) reserves the right to add or remove this designation for specific positions based on changes in business needs. The certification must remain active and in good standing to qualify for the premium. If an employee qualifies for this certification premium in 10.2 they shall be ineligible to also receive the \$75 per month premium for the State of WA DOE Group IV certification specified in 10.1.

10.3 Personnel Files - The employee or their union representative (if the employee so authorizes in writing) may examine the employee's personnel file. Employees may request that a document be removed from their personnel file in accordance with established division procedures and County policy.

10.4 Performance Evaluation/Development Review

A. 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.

B. 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.

C. 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.

10.5 Legal Counsel - Defense and indemnification of employees shall be in accordance with King County Code 2.21.

10.6 Drug Free Workplace - The Union agrees to comply with all applicable federal, state and County regulations and ordinances with regard to the drug free workplace. When available, a second supervisor will observe the behavior that warrants a reasonable suspicion test and will

complete related forms in accordance with the County's drug and alcohol policy.

10.7 Training - Compensation for time in training and costs of training, such as tuition, for career enhancement shall be granted in accordance with the Division training policy.

10.8 Regular employees cannot be disciplined or discharged except by just cause. Counseling and letters of expectation are not considered discipline. Temporary employees are employed at will and can be disciplined or discharged without cause.

10.9 Probationary Period

The first six (6) months of employment for a regular position shall be a probationary period for all regular employees. During this period a probationary employee may be terminated or have their probationary period extended without recourse to the Dispute Resolution Procedure in CLA. If the probation period is to be extended, written notice of the extension must be given to the employee and the Union prior to the end of the probationary period.

10.10 Trial Service Period

All regular employees promoted or transferred to a different classification within the bargaining unit shall serve a six (6) month trial service period. An employee who does not successfully complete the trial service period in a position to which the employee had been promoted or transferred may be restored to their former position unless the employee's failure to successfully complete the trial service period is due to being terminated for misconduct. Such restoration is not mandatory, but is optional at the discretion of the appointing authority.

10.11 Automatic Vehicle Location System Use Policy – The "Automatic Vehicle Location System Use Policy", as amended, shall apply to all employees with the following modifications or additions:

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

B. Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions. Furthermore, should the County engage in a process whereby

1 AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific
2 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

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

8 D. If the County is aware of AVL data that may pertain to an investigation, the
9 employee who is subject to the investigation and/or the Union will have the right to view the AVL
10 data before an investigatory interview is conducted by the employee's department/division. If the
11 County refuses to show the employee and the Union the AVL data, upon request before conducting
12 an investigatory interview, then the AVL data shall not be used as evidence in any manner related to
13 discipline.

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

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

19
20 **ARTICLE 11: WAIVER AND COMPLETE AGREEMENT**

21 **Waiver.**

22 A. The Agreement expressed herein in writing constitutes the entire Agreement
23 between the parties and no express or implied or oral statements shall add to or supersede any of its
24 provisions.

25 B. The parties acknowledge that during the negotiations which resulted in this
26 Agreement, each had the unlimited right and opportunity to make demands and proposals with
27 respect to any subject or matter appropriate for collective bargaining, and that the understanding and
28 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this

Agreement.


C. Should the parties agree to amend or supplement the terms of this Agreement, such amendments or supplements shall be in writing. No binding agreements, including but not limited to memorandums of understanding, side letters, etc., involving the day-to-day administration of the collective bargaining agreement or the bargaining relationships will be entered into with the bargaining representative without the authorization of the Labor Relations Director or their designee.

ARTICLE 12: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST


12.1 Contribution. The County shall pay \$2.00 (two dollars) to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with the Parties' pension agreements.

12.2 Wage Reduction. 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 12.1, above.

For Teamsters Local 117:

Signed by:

 7AD5B391B59D41E...
 Paul Dascher
 Secretary-Treasurer

For King County:

DocuSigned by:

 7231D68CAAF4EF...
 Andre Chevalier
 Interim Labor Relations Manager
 Office of Labor Relations, Executive Office

ADDENDUM A
Teamsters Local 117
Wastewater Treatment Division, Department of Natural Resources and Parks
Managers

cba Code: 159			Union Code: F9
ADDENDUM A			
Job Class Code	PeopleSoft Job Code	Classification Title	Wage Range*
711130	711901	Wastewater Environmental and Community Services Programs Section Manager	85
7151100	719101	Wastewater Project Planning and Delivery Section Manager	87
7151200	719201	Wastewater Project Resources Unit Manager	82
7111400	712701	Wastewater Operations Manager	87
7111450	712712	Wastewater Treatment Plant Manager	82
1075200	108301	Wastewater Treatment Maintenance Superintendent	78

* For rates, please refer to King County Squared Salary Table. The Union has agreed to reduce the wage rates under this contract by \$2.00 per hour for Addendum A pursuant to Article 12 of the collective bargaining agreement pertaining to participation in the Western Conference of Teamsters Pension Trust.

ADDENDUM B
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 5 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:

BT ACCRUAL TABLE				
Months of Service	Hourly Accrual Rate	Approximate Accruals		
		Days/Yr	Hrs./Yr	Hrs./Pay Period
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. BT ACCUMULATION LIMIT AND ANNUAL CASHOUT

A. 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 subject to also maintaining a minimum balance of (320) BT hours after cashout. 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.

B. 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.

C. Failure to use BT beyond the maximum accrual amounts as provided in Sections A and B above as of April 1st 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 8. 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.

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

8
9 B. For eligible employees with an adjusted service date on or before June 30, 2023, the employee
10 shall be allowed to cashout a maximum four hundred eighty (480) hours of their BT accruals
11 at one-hundred percent (100%) of the employee's base hourly rate of pay plus merit pay, if
12 applicable, in effect upon the date of leaving County employment, less mandatory
13 withholdings. BT cashout may be modified by Voluntary Employee Beneficiary Association
14 (VEBA) plan selection of the bargaining unit. BT accruals above 480 hours will be forfeited
15 and not subject to cashout upon separation.

16
17 **SECTION 9. PAID SICK LEAVE UPON EMPLOYMENT SEPARATION.** In accordance with
18 Coalition Labor Agreement 31.2, as amended, separation from or termination of County employment
19 except by reason of retirement shall cancel all sick leave accrued to the employee as of the date of
20 separation or termination. Should the employee resign, in good standing, be separated for medical
21 reasons or be laid off and return to County employment in a leave eligible position within two years,
22 accrued sick leave shall be restored.

23
24 A. **Upon Retirement or Death.** Employees eligible for comprehensive leave benefits who have
25 successfully completed at least five years of County service and who retire as a result of
26 length of service or who terminate by reason of death shall be paid, or their estates paid for as
27 provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused,
28 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:

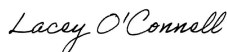


John Searcy
Secretary Treasurer

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