

1 **Coalition Labor Agreement (CLA) - Appendix for 159**
 2 **Agreement Between King County**
 3 **And**
 4 **International Brotherhood of Teamsters Local 117**
 5 **Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural**
 6 **Resources & Parks**

7 **TABLE OF CONTENTS**

8 ARTICLE 1: PURPOSE AND DEFINITIONS..... 1
 9 ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT..... 1
 10 ARTICLE 3: UNION RECOGNITION, REPRESENTATION, SHOP STEWARDS 1
 11 ARTICLE 4: RIGHTS OF MANAGEMENT 3
 12 ARTICLE 5: BENEFIT TIME..... 3
 13 ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY 7
 14 ARTICLE 7: WAGE RATES 8
 15 ARTICLE 8: HOURS OF WORK..... 9
 16 ARTICLE 9: SENIORITY AND JOB SECURITY 9
 17 ARTICLE 10: MISCELLANEOUS AND SPECIAL CONDITIONS 9
 18 ARTICLE 11: WAIVER AND COMPLETE AGREEMENT 12
 19 ARTICLE 12: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST 13
 20 ADDENDUM A: WAGE ADDENDUM
 21 ADDENDUM B: GREEN WHERE WE WORK MOA
 22 ADDENDUM C: JOINT WAGE STUDY

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

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

7 **3.2 Payroll Deduction for Political Contributions - Democratic, Republican, Independent**
8 **Voter Education (D.R.I.V.E.).** The County agrees to deduct voluntary contributions from the
9 paycheck of all employees covered by this Agreement in accordance with the following:

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

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

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

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

23 **3.3** Upon request, the County will provide the Union with a current list of all employees in
24 the bargaining unit. Such list will indicate the employees' names, section and/or unit, employment
25 status, job classification, and date of hire into their current classification.

26 **3.4** The County will notify the Union of all new hires, and will notify the Union whenever
27 an employee is moved into or out of a bargaining unit position. The notification will include the
28 employee's name, section and/or unit, employment status, job classification, date of hire and effective

1 date of the personnel action.

2 **3.5 Shop Stewards, Union Activities and Representation**

3 A. Union Representatives (Staff) may visit the work location of employees covered
4 by the Agreement at any reasonable time. They shall inform the Division Director/designee upon
5 arrival at the work site being visited.

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

9 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

22 **ARTICLE 5: BENEFIT TIME**

23 **5.1 General Description**

24 The benefit program has two elements to it: one is Benefit Time (BT) and the other is Sick
25 Leave (SL). Both programs are for comprehensive benefit eligible employees and built on the
26 accrual rate table set forth in Section 5.5. This program recognizes the need for scheduled time away
27 from the job (vacation and holidays) for personal reasons and for occasions when the employee must
28 be away because of illness or injury. BT is administered with the understanding that: a) BT is

1 intended to constitute wage replacement when an employee is on leave, and b) because business
2 needs may constrain employees' ability to utilize leave, the Collective Bargaining Agreement
3 provides for a yearly cash out conversion of BT.

4 **5.2 Definitions**

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

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

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

14 **5.3 Principles**

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

17 B. Operational efficiency is increased by the responsible management of the benefit
18 time usage.

19 **5.4 Absence**

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

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

1 C. BT and SL may be used and will be paid only to the extent that BT and SL hours
2 have been accrued by the employee in the pay period immediately preceding the absence.

3 5.5 Benefit Time Accrual and Sick Leave Accrual

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

7 Months of Service	8 Hourly Accrual Rate	9 Approximate Accruals		
		10 Days/Yr	11 Hrs/Yr	12 Hrs/Pay Period
13 0	0.119229	31	248	9.538
14 60	0.130767	34	272	10.461
15 96	0.134615	35	280	10.769
16 120	0.150005	39	312	12.000
17 192	0.153842	40	320	12.307
18 204	0.157692	41	328	12.615
19 216	0.161542	42	336	12.923
20 228	0.165380	43	344	13.230
21 240	0.169230	44	352	13.538
22 252	0.173077	45	360	13.846
23 264	0.176917	46	368	14.153
24 276	0.180767	47	376	14.461
25 288	0.184617	48	384	14.769
26 300	0.188467	49	392	15.077

27 B. Annual and bi-weekly totals in the above table are approximations and may vary
28 slightly based on the hourly rate.

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

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

35 E. Consistent with CLA Article 31 Sick Leave, Temporary and Part-time employees
36 in short-term temporary positions and administrative interns shall accrue SL at the rate of 0.025 per
37 hour for each hour in pay status to be used solely as paid sick leave for self-care or to care for a
38

1 family member and for other qualifying reasons in accordance with state law, County code, and
2 applicable Employer policies. On January 1 of each calendar year, all accrued SL over 40 hours will
3 be forfeited for short-term temporary employees.

4 **F. Transition to new BT accrual chart.** The accrual chart in Article 5.5.A has been
5 updated to adopt two new holidays, Juneteenth and Indigenous Peoples Day. This change will add 16
6 hours of BT annually. The updated BT accrual rates shall be implemented retroactively to January 1,
7 2022.

8 **5.6 Benefit Time Accumulation and Sick Leave Accumulation and Cash Out**

9 **A.** For employees hired prior to January 1, 2019, the maximum accumulated
10 carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be
11 six hundred (600) hours. Employees with at least four hundred and eighty (480) hours at that time
12 shall have the option to convert up to one hundred and twenty (120) hours to cash, down to a balance
13 of four hundred and eighty (480) hours. For employees hired on or after January 1, 2019 but before
14 July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before April 1st
15 of one calendar year to the next shall be four hundred and forty (440) hours. Employees with at least
16 three hundred and twenty (320) hours at that time shall have the option to convert up to one hundred
17 and twenty (120) hours to cash, down to a balance of three hundred and twenty (320) hours. For
18 comprehensive benefits eligible employees hired on or after July 1, 2023, the maximum accumulated
19 carryover of BT from the pay period ending before April 1 of one calendar year to the next shall be
20 320 hours and all hours in excess of 320 hours shall be forfeited. One time per year, prior to the
21 forfeiture of BT, Employees who have greater than 320 hours shall have the option to convert up to
22 80 hours to cash, down to a balance of 320 hours.

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

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

1 **D.** Unless modified by a VEBA agreement employees who have successfully
2 completed probation may cash-out a maximum of 480 hours, or 320 hours for employees hired on or
3 after January 1, 2019, of BT time upon leaving employment in good standing. Employees returning
4 to regular service who resigned, were separated for non-disciplinary medical reasons or from layoff
5 within two (2) years will have their SL restored.

6 **E.** Failure to use BT beyond the maximum accrual amount as of April 1st will result in
7 forfeiture of the BT beyond the maximum amount, unless the Division Director/designee has
8 approved a carryover of such BT because of cyclical workloads, work assignments or other reasons
9 as may be in the best interest of the County.

10 **5.7 Upon Retirement or Death**

11 Upon retirement from the County or death, a comprehensive leave eligible employee or their
12 beneficiary shall be paid for up to four-hundred eighty (480) hours, or three hundred twenty (320)
13 hours for employees hired after January 1, 2019, of accrued BT at one-hundred percent (100%) and
14 for all accrued SL at thirty-five percent (35%), unless modified by a VEBA agreement. Retirement
15 as a result of length of service means an employee is eligible, applies for and begins drawing a
16 pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County
17 employment.

18 **ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

19 **6.1 Executive Leave.** Employees covered by this Agreement who are comprehensive benefit
20 eligible and in salaried positions will receive three (3) days of Executive Leave per calendar year,
21 prorated for a partial year. Up to seven (7) additional days per year, as provided in Executive Policy,
22 may be granted at the discretion of the County.

23 **6.2 Return from Unpaid Leave of Absence**

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

28 **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 49.12.295) provides a greater
9 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 General Wage Increases**

14 General Wage Increase (GWI) adjustments will be in accordance with CLA Article 29 and the
15 Memorandum of Agreement entitled Compensation Settlement for Implementation of Retroactive
16 Increases.

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

26 **7.4 Payroll System.** The parties agree the County has the right to implement a common
27 payroll system, and standardize pay practices and Fair Labor Standards Act's work weeks. The
28 parties agree that applicable provisions of the collective bargaining agreement may be re-opened at

1 any time by the County for the purpose of negotiating standardized pay practices, to the extent
2 required by law.

3 **ARTICLE 8: HOURS OF WORK**

4 **8.1 Schedules** - The establishment of work schedules is vested solely within the purview of
5 the County and may be changed from time to time.

6 **8.2 Fair Labor Standards Act** - Employees covered by this bargaining unit are employed in
7 a bona fide executive, administrative or professional capacity and are in turn exempt from overtime
8 payments under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered
9 under the King County Executive Leave Pay and Leave Practices for Executive Administration and
10 Professional Employees policy and modifications thereto, and are expected to work the hours
11 necessary to satisfactorily perform their jobs.

12 **ARTICLE 9: SENIORITY AND JOB SECURITY**

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

19 **ARTICLE 10: MISCELLANEOUS AND SPECIAL CONDITIONS**

20 **10.1 Certification Pay** - Employees with the following certifications will receive the
21 corresponding amount monthly, up to a maximum of \$200 per month, provided that the certification
22 is directly applicable to their position. Employees must provide at least bi-annual documentation of a
23 certification to receive compensation, or annually not later than December 31st for the following
24 calendar year if certification requires annual renewal. There are no automatic renewals for
25 certification pay. The effective date for certification, or professional designation, and/or license
26 premium pay shall be prospective from the date that the request is submitted by the employee to the
27 WTD Certification Pay Administrator, regardless of the date certified or recertified. No retroactive
28 payments will be made for failure to provide documentation. Additionally, it is the express

1 responsibility of the employee that their records are kept current. If during periodic reviews, it is
2 discovered that the employee no longer qualifies for their monthly premium, steps will be taken to
3 collect the overpayment.

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

5	WA State registered Professional Engineer:	\$100
6	State of WA DOE Wastewater Group IV Certification:	\$50
7	Project Management Professional:	\$50
8	CMI Construction Manager:	\$50
9	Certified Cost Consultant/Certified Cost Engineer:	\$50

10
11 **10.2 Personnel Files** - The employee or their representative (if the employee so authorizes in
12 writing) may examine the employee’s personnel file. Employees may request that a document be
13 removed from their personnel file in accordance with established division procedures and policy.

14 **10.3 Performance Evaluation/Development Review**

15 **A.** The County shall maintain a system of employee performance
16 evaluations/development reviews designed to give a fair evaluation of the work performed by the
17 employee and to guide the professional development of the employee to meet business and individual
18 needs.

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

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

24 **10.4 Legal Counsel** - Employees named as a defendant in a civil action arising out of the
25 performance of the employee’s duties shall be provided legal representation and indemnification in
26 accordance with the provisions of County Code.

27 **10.5 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state
28 and County regulations and ordinances with regard to the drug free workplace. When available, a

1 second supervisor will observe the behavior that warrants a reasonable suspicion test and will
2 complete related forms in accordance with the County’s drug and alcohol policy.

3 **10.6 Equal Employment Opportunity** - Allegations of violations of this Section cannot be
4 pursued to arbitration under Article 26.

5 **10.7 Training** - Compensation for time in training and costs of training, such as tuition, for
6 career enhancement shall be granted in accordance with the Division training policy.

7 **10.8** Regular employees cannot be disciplined or discharged except by just cause.
8 Counseling and letters of expectation are not considered discipline. Temporary employees are
9 employed at will and can be disciplined or discharged without cause.

10 **10.9 Probationary Period**

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

16 **10.10 Trial Service Period**

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

23 **10.11 Automatic Vehicle Location System Use Policy** – The “Automatic Vehicle Location
24 System Use Policy”, as amended, shall apply to all employees with the following modifications or
25 additions:

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

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

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

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

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

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

22 **ARTICLE 11: WAIVER AND COMPLETE AGREEMENT**

23 **Waiver.**

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

27 **B.** The parties acknowledge that during the negotiations which resulted in this
28 Agreement, each had the unlimited right and opportunity to make demands and proposals with

1 respect to any subject or matter appropriate for collective bargaining, and that the understanding and
2 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
3 Agreement.

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

9 **ARTICLE 12: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

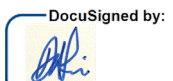
10 **12.1 Contribution.** The County shall pay \$2.00 (two dollars) to the Western Conference of
11 Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with
12 the Parties' pension agreements.

13 **12.2 Wage Reduction.** All bargaining unit employees shall have their wage rate reduced by
14 the amount of the County's contribution on the employee's behalf pursuant to Section 12.1, above.

15 International Brotherhood of Teamsters Local 117:

16
17 
18 _____
19 John Scarcy
20 Secretary-Treasurer

21 King County Office of Labor Relations:

22 
23 _____
24 David Levin
25 Labor Relations Negotiator - Senior

ADDENDUM A

International Brotherhood of Teamsters Local 117

Wastewater Treatment Division, Department of Natural Resources and Parks

Managers and Assistant Managers

cba Code: 159		ADDENDUM A		Union Code: F9
Job Class Code	PeopleSoft Job Code	Classification Title	Wage Range*	
7111501	715701	Environmental Programs Section Manager	76	
2142100	220101	Financial Services Manager - WTD	79-80**	
7151100	719101	Wastewater Project Planning and Delivery Section Manager	85	
7151200	719201	Wastewater Project Resources Unit Manager	79	
7111400	712701	Wastewater Operations Manager	85	
7111450	712712	Wastewater Treatment Plant Manager	79	

* 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.

** Wage rate change is retroactively effective to 1/1/2021.

**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

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:

Kan11 cJteve11111

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

Karen Estevenin
Executive Director

May 21, 2021

Date

For Service Employees International Union, Local 925

QV

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

Rion Peoples
Internal Organizer

May 26, 2021

Date

For Technical Employees' Association

Michael Sands

Michael Sands (May 26, 2021 18:22 PDT)

Michael Sands
President

May 26, 2021

Date

For International Brotherhood of Teamsters, Local 117:



John Scarcy (Jun 1, 2021 10:00 PDT)

John Scarcy
Secretary Treasurer

Jun 1, 2021

Date

For King County:

Lacey O'Connell

Lacey O'Connell (Jun 1, 2021 10:00 PDT)

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

Jun 1, 2021

Date

ADDENDUM C

**Memorandum of Agreement
By and Between
King County
and**

**International Brotherhood of Teamsters Local 117
Wastewater Managers [159]**

Subject: Joint Wage Study


Background:

1. During the course of small table bargaining, the Union has variously proposed to conduct a joint wage study with the County or to increase the wages for positions in the bargaining unit.
2. The Parties have agreed to conduct a joint wage study under the following terms.


Agreement:

1. No later than December 31, 2022, King County and the Union shall schedule mutually agreeable dates to conduct a joint salary study, surveying the wage rates of some or all positions in the bargaining unit with the intent to complete this process by March 31, 2023. This joint salary study shall consist of a customary analysis, including, but not limited to, selection of comparable employers, selection of appropriate job matches at comparable employers, and a total compensation analysis of wages, insured benefits, and fringe benefits. Collective bargaining negotiations shall proceed the joint salary study to determine whether wage adjustments can be agreed upon.
2. The results of these negotiations shall be retroactive to January 1, 2023.

International Brotherhood of Teamsters Local 117:

DocuSigned by:

 7AD5B391B59D41E...
 John Scarcy
 Secretary-Treasurer

King County Office of Labor Relations:

DocuSigned by:

 7FF9183D721E453...
 David Levin

Labor Relations Negotiator - Senior

*International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Managers and Assistant Managers
 - Department of Natural Resources and Parks
 January 1, 2021 through December 31, 2024
 T59CLAC0122*

Certificate Of Completion

Envelope Id: 3EB7D62F12A84EAEB1CB5BDBFF2FDC5	Status: Completed
Subject: Please DocuSign: Coalition Labor Agreement (CLA) - Appendix for 159 - 159CLAC0122.pdf	
Source Envelope:	
Document Pages: 20	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 97.113.85.23

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Storage Appliance Status: Connected	Pool: King County-King County Executive Office-Office of Labor Relations	Location: DocuSign

Signer Events

John Searcy
 docusign@teamsters117.org
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
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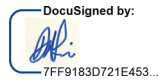
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 Signed: 7/14/2022 8:58:19 AM

Electronic Record and Signature Disclosure:

Accepted: 7/14/2022 8:58:11 AM
 ID: 1500bfaa-81d2-4d3d-9c91-f9c48f501135

David Levin
 David.Levin@kingcounty.gov
 Labor Relations Negotiator
 King County Executive Department-OLR
 Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
 Using IP Address: 198.49.222.20

Sent: 7/14/2022 8:58:20 AM
 Viewed: 7/14/2022 9:55:10 AM
 Signed: 7/14/2022 9:55:23 AM

Electronic Record and Signature Disclosure:

Accepted: 7/19/2021 8:38:03 AM
 ID: dcd1883e-7838-4fa4-8cf9-d344ca4fb02b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2022 4:56:10 PM
Certified Delivered	Security Checked	7/14/2022 9:55:10 AM
Signing Complete	Security Checked	7/14/2022 9:55:23 AM
Completed	Security Checked	7/14/2022 9:55:23 AM

Payment Events	Status	Timestamps
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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