



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 30, 2012

Ordinance 17446

Proposed No. 2012-0422.1

Sponsors Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memorandum of agreement,
3 Addressing the 2011 Budget Crisis, negotiated by and
4 between King County and International Brotherhood of
5 Teamsters Local 117 (Wastewater Treatment Division,
6 Professional & Technical and Administrative Support)
7 representing employees in the department of natural
8 resources and parks; and establishing the effective date of
9 said agreements.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement and memorandum of
12 agreement, Addressing the 2011 Budget Crisis, negotiated by and between King County
13 and International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division,
14 Professional & Technical and Administrative Support) representing employees in the
15 department of natural resources and parks and attached hereto are hereby approved and
16 adopted by this reference made a part hereof.

17 SECTION 2. Terms and conditions of the collective bargaining agreement shall
18 be effective from November 1, 2010, through and including October 31, 2014. Terms

19 and conditions of the memorandum of agreement shall be effective from January 1, 2011,
20 through and including December 31, 2014.

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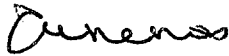
Ordinance 17446 was introduced on 10/15/2012 and passed by the Metropolitan King County Council on 10/29/2012, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

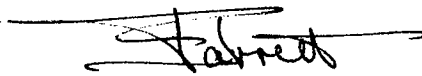

Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 1 day of November, 2012.



Dow Constantine, County Executive

Attachments: A. Agreement, B. Addendum A, B, C, D--Wage Addendum, C. Appendix A
Memorandum of Agreement = Addressing the 2012 Budget Crisis

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CLERK
KING COUNTY COUNCIL

**AGREEMENT BETWEEN
 KING COUNTY
 AND
 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117
 REPRESENTING
 THE PROFESSIONAL & TECHNICAL AND ADMINISTRATIVE SUPPORT
 BARGAINING UNITS IN
 WASTEWATER TREATMENT DIVISION
 KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS**

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ADDENDUM A: WAGE ADDENDUM (UNION CODE F6)

ADDENDUM B: WAGE ADDENDUM (UNION CODE F6D)

ADDENDUM C: WAGE ADDENDUM (UNION CODE F6C)

ADDENDUM D: WAGE ADDENDUM (UNION CODE F6A)

APPENDIX A: MEMORANDUM OF AGREEMENT:
 ADDRESSING THE 2011 BUDGET CRISIS

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

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

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

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

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

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

11 **Vacancy** - An unfilled FTE position.

12 **PREAMBLE**

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

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

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

22 The Agreement was developed to accomplish the following goals:

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

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

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

28 • Develop an Agreement consistent with a supportive, productive, challenging, high-quality

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

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

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

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

7 **STEWARDS**

8 **1.1 Union Recognition**

9 The County recognizes the Union, as the sole and exclusive bargaining representative of all
10 full-time and part-time employees in accordance with the PERC certification and voluntary accretion
11 agreements between the parties whose job classifications are listed in the attached Addendums A, B,
12 C and D.

13 **1.2 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. If the employee and the Union do not reach agreement on such matter, the Public
26 Employment Relations Commission (PERC) shall designate the charitable organization.

27 C. Failure by an employee to abide by the provisions of paragraphs A and B will
28 result in discharge. If an employee has failed to fulfill the obligation set forth in A and B, the Union

1 will provide the employee and the County with seventy-two (72) hours notice of intent to seek the
2 discharge of the employee. During this period the employee may bring the amount in arrears current
3 to avoid discharge.

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

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

11 **1.3 Union Dues Deduction**

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

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

19 **1.4 Shop Stewards, Union Activities and Representation**

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

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

27 C. The Union shall be allowed use of bulletin board space to post Union notices.
28 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and

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

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

12 **ARTICLE 2: NON-DISCRIMINATION**

13 2.1 Neither the County nor the Union will discriminate against any individual with respect to
14 compensation, terms, conditions, or privileges of employment on the basis of sex, race, color,
15 religious affiliation, national origin, age, marital status, gender identity or expression, sexual
16 orientation, or disability.

17 2.2 All employees share the responsibility of maintaining a work environment that is
18 supportive of equal employment opportunity. Employees, and members of the public alike, will be
19 treated fairly and with dignity and respect.

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

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

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

26 4.1 The County shall have exclusive authority and responsibility to administer all matters that
27 are not covered by this Agreement.

4.2 Management Rights - Enumerated

The management of the County and the direction of the work force is vested exclusively in the County, except as may be limited by the express written terms of this Agreement. All matters, including but not limited to, the right to hire, appoint, promote, demote, transfer, layoff, discipline and discharge temporary employees, and discipline and discharge regular employees for cause; train, assign and direct the work force; improve efficiency; develop work rules, policies and procedures; develop and modify classification specifications, allocate positions to those classifications, allocate employees to those positions; determine work schedules, determine location of facilities and assign employees to those locations; appraise employee performance; contract out work; determine wage rates and wage schedules, place employees on the wage schedules and wage rates, and determine the methods employees move through wage schedules and wage rates; determine methods, processes and means for providing services; may be administered for its duration by the County in accordance with such policy or procedures as from time to time may be determined and take whatever actions are necessary in emergencies as determined by the County.

4.3 Payroll System

The parties agree the County has the right to implement a common biweekly payroll system, standardize pay practices and Fair Labor Standards Act's workweeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time by the County for the purpose of negotiating standardized pay practices, to the extent required by law.

ARTICLE 5: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**5.1 General**

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

5.2 Probationary Period

The first six (6) months of employment in a regular position shall be a probationary period for all employees hired into a regular position. During this period a probationary employee may be

1 terminated or have his/her probationary period extended without recourse to the Dispute Resolution
2 Procedure under Article 10. If the probation period is to be extended, written notice of the extension
3 must be given to the employee and the Union and should be provided prior to the end of the
4 probationary period.

5 **5.3 Trial Service Period**

6 All regular employees promoted or transferred to a different classification within the
7 bargaining unit(s) shall serve a six (6) month trial service period. An employee who does not
8 successfully complete the trial service period in a position to which he or she had been promoted or
9 transferred may be restored to his or her former position. Such restoration is not mandatory, but is
10 optional at the discretion of the former appointing authority provided the position is open and
11 available.

12 **ARTICLE 6: PERSONNEL ACTIONS**

13 **6.1 Job Posting**

14 The purpose of posting job announcements is to ensure that interested regular employees
15 know of openings that occur within the bargaining units and that they have a reasonable chance to
16 compete for the position.

17 **6.2 Special Duty**

18 A. Special duty and temporary assignments may be filled on a temporary basis by
19 regular bargaining unit employees for six (6) months without competition. The Section Manager,
20 after consulting with the supervisor of the affected business team, may approve an extension of up to
21 six (6) additional months. Management will notify the Union of special duty and temporary
22 assignments and extensions.

23 B. If management determines that a special duty or temporary assignment will last
24 more than twelve (12) months, the assignment will be posted for a minimum of fourteen (14) days
25 and filled by internal regular employees through competitive process.

26 **6.3 Competitive Promotions**

27 A. For all competitive promotions to regular positions, selection criteria will be
28 established in advance by the appointing authority. A panel that includes at least one bargaining unit

1 representative will interview and evaluate candidates, and make recommendations to the appointing
2 authority. The same selection criteria shall apply to external and internal candidates.

3 **B. Internal candidates.** Internal candidates refers to employees covered by the
4 Professional and Technical and Administrative Support Unit (Staff) and this Agreement. Employees
5 who are not represented under this Agreement or the Staff Agreement who are filling a Local 117
6 position on an acting basis are not internal candidates for the purpose of this Section. Openings for
7 vacancies shall first be posted for a minimum of fourteen (14) days for regular bargaining unit
8 members who are in the same classification and wish to be considered for transfer. The selection
9 panel will first consider internal transfer applications from members of the bargaining unit. If there
10 are no transfer candidates, the position will be open to competitive internal candidates.

11 **C. External candidates.** If no competitive internal candidate is selected by the
12 appointing authority, the position will be open to external applicants. The County may post for
13 internal and external applicants simultaneously.

14 **6.4 Layoffs of Regular Employees**

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

18 **B.** The County and the Union agree that these affected regular employees shall be
19 given preference for non-promotional job openings within the bargaining units for which they meet
20 the minimum qualifications. If layoffs are required, the least senior employee(s) in the affected
21 classification in the bargaining unit shall be laid off provided that those employees remaining on the
22 job are qualified to perform the work assigned.

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

27 **6.5 Outplacement**

28 The County will make available its employee outreach services for employees who have

1 been notified of their impending layoff through the County's employment resource center.

2 **6.6 Recall**

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

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

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

13 **ARTICLE 7: SENIORITY**

14 7.1 All regular employees shall accrue seniority from the date of hire. All temporary
15 employees subsequently hired into a regular position without a break in service and who complete the
16 probationary period shall be credited with seniority retroactive to date of hire as a temporary
17 employee.

18 7.2 Seniority for layoff and recall shall be defined as the length of continuous service with the
19 County including time served under the former Metro.

20 7.3 Seniority for purposes of transfers and all other purposes under the Agreement that refer
21 to classification seniority shall be defined as the length of continuous service within the classification.

22 **ARTICLE 8: DISCIPLINARY ACTION**

23 8.1 No regular employee who has completed the probationary period shall be disciplined
24 except for just cause. The County and the Union agree with the principle of progressive discipline,
25 which may include oral reprimands, written reprimands, suspension and discharge, or alternative
26 forms of discipline, such as demotion, as supported by just cause.

27 8.2 All discipline of regular employees who have completed the probationary period under
28 Section 5.2 shall be subject to the Dispute Resolution Procedures in Article 10.

1 **8.3** Probationary, provisional, short-term temporary and term-limited temporary employees
2 are employed at will and can be disciplined and terminated without cause and cannot use the
3 procedures under Article 10 to grieve or otherwise appeal a discipline or a job separation of any kind.

4 **ARTICLE 9: PERFORMANCE APPRAISALS AND PERFORMANCE IMPROVEMENT**

5 **PLAN**

6 **9.1 Performance Appraisals** The County shall maintain a system of employee performance
7 evaluations/development reviews designed to give a fair evaluation of the work performed by the
8 employee and to guide the professional development of the employee to meet business and individual
9 needs.

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

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

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

17 **9.2 Performance Improvement Plan (PIP)** When a regular employee's supervisor believes
18 the employee's performance is unsatisfactory, the supervisor will document the specific performance
19 deficiencies with a written performance appraisal.

20 A. Upon receipt of an unsatisfactory performance appraisal and, if requested, the
21 completion of a higher level review which confirms the unsatisfactory performance appraisal, the
22 employee will be placed on a PIP. The PIP will be reviewed by WTD Human Resources and will
23 include the following:

- 24 • Opportunity for the employee to be involved in the development of the PIP
- 25 • Description of the employee's specific performance deficiencies
- 26 • Specific performance objectives
- 27 • Listing of resources available to the employee, as appropriate
- 28 • Specified duration (up to 12 months) that provides sufficient time for the employee

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to make the required improvements
• Regular review of the employee's performance with written evaluation to the employee indicating his/her progress in meeting the specific performance objectives.

B. The act of placing an employee on a PIP is not a grievable action.
C. While on a PIP, an employee will not receive any scheduled salary step increase. If the employee successfully completes the PIP, the employee will then receive the delayed salary step increase. If the employee will not be

increase the first pay-period following successful completion of the PIP. The employee will not be paid retroactive step increase for the period the step increase was delayed. Delayed receipt of a salary step increase will not impact future scheduled salary step increases.

D. When an employee is unable to satisfactorily perform the specific performance objectives of his/her PIP, the supervisor may extend the period of the PIP (but not to exceed the 12 month maximum) if the supervisor determines that the employee may be able to make the required improvements if given more time.

E. An employee who is unable to satisfactorily perform the specific performance objectives of his/her PIP will be subject to demotion or discharge from employment. Demotions or discharges resulting from a failure to satisfactorily complete a PIP will be subject to the grievance and arbitration process in Article 10.

ARTICLE 10: DISPUTE RESOLUTION PROCEDURES

10.1 Grievance/Arbitration/Mediation

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

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

The Union shall not be required to press employee grievances if, in the opinion of the Union, the grievance(s) lack(s) merit. With respect to the processing, disposition and/or settlement of any

1 grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the
2 exclusive representative of the employee(s) covered.

3 Probationary, provisional, short-term temporary and term-limited temporary employees are
4 employed at will and cannot use the procedures under this Article to grieve or otherwise appeal
5 discipline or a job separation of any kind.

6 **A. Definitions.**

7 **Grievance** - A claimed violation of any provision of this Agreement. Complaints of
8 discrimination or alleged violation of Article 2 shall be subject to this dispute resolution procedure,
9 but shall not be subject to arbitration.

10 **Working Days** - Monday through Friday, excluding holidays observed by the County.

11 **B. Procedure.**

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

20 **Step 2.** If after thorough discussion with the Section Manager or designee, the
21 grievance has not been satisfactorily resolved, the employee or his/her Union representative may
22 submit the grievance in writing to the Division Director or designee. The grievance statement must
23 include a brief description of the events that are the basis of the grievance, the provisions of this
24 Agreement that the employee believes have been violated, and the requested remedy. All letters,
25 memoranda and other written materials previously considered at Step 1 shall be made available for
26 the review and consideration of the Division Director or designee. The Division Director or designee
27 may interview the employee and/or his/her representative and receive any additional related evidence
28 which he/she may deem pertinent to the grievance. He/she shall make his/her written decision

