



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 19, 2014

Ordinance 17864

Proposed No. 2014-0295.1

Sponsors Dembowski and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Service Employees International Union, Local
4 925 (Wastewater Treatment Division) representing
5 employees in the department of natural resources and
6 parks; and establishing the effective date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

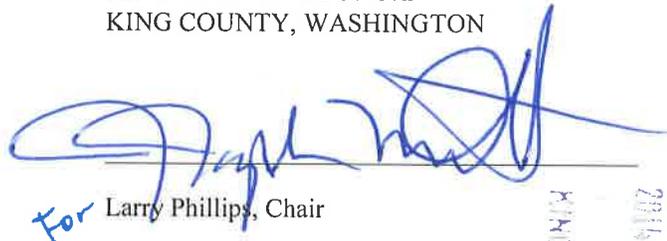
8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and Service Employees International Union, Local 925 (Wastewater
10 Treatment Division) representing employees in the department of natural resources and
11 parks, which consists of Attachments A, B, C, D and E to this ordinance, is hereby
12 approved.

13 SECTION 2. Terms and conditions of said agreement shall be effective from July
14 1, 2013, through and including June 30, 2017.
15

Ordinance 17864 was introduced on 7/14/2014 and passed by the Metropolitan King
County Council on 8/18/2014, by the following vote:

Yes: 8 - Mr. von Reichbauer, Mr. Gossett, Ms. Hague, Ms. Lambert,
Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove
No: 0
Excused: 1 - Mr. Phillips

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


For Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2014 AUG 29 PM 4: 26
CLERK
KING COUNTY COUNCIL

APPROVED this 24th day of August, 2014.


Dow Constantine, County Executive

Attachments: A. Agreement, B. Teach/Lead/Coach (TLC) Handbook - Revised 8-5-04, C. Wastewater
Treatment Division and SEIU 925 Labor Management Committee Charter - March 15, 2011, D. WTD
SEIU 925 LMC Regarding an Operator in Training Pilot Program, E. Wastewater Treatment Division
Operations and Maintenance Standards Benefit Time

**AGREEMENT BETWEEN
KING COUNTY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
WASTEWATER TREATMENT DIVISION
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ATTACHMENT 2: OPERATIONS AND MAINTENANCE STANDARDS - BENEFIT TIME

1 **DEFINITIONS**

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

4 **Classification** - A position, whose duties, responsibilities, and authority are allocated to a single
5 descriptive title.

6 **Classification Family** - Those classifications within job progression through which employees can
7 move by meeting the requirements of the Job Progression Program.

8 Examples:

9
10 Wastewater Treatment Operator In Training
11 Wastewater Treatment Operator
12 Wastewater Treatment Senior Operator



Classification Family

13 Industrial Maintenance Mechanic
14 Industrial Master Mechanic



Classification Family

15 **Emergency** - an unforeseen combination of circumstances or the resulting state that calls for
16 immediate action.

17 **“Full-time Employee”** - An employee in a regular position which has an established work schedule
18 of not less than forty (40) hours per week.

19 **“Full-time regular position”** means a regular position that has an established work schedule of not
20 less than thirty-five hours per week in those work units in which a thirty-five hour week is standard,
21 or of not less than forty hours per week in those work units in which a forty-hour week is standard.

22 **“Part-time employee”** means an employee employed in a part-time position. Under Section 550 of
23 the charter, part-time employees are not members of the career service.

24 **“Part-time position”** means an other than a regular position in which the part-time employee is
25 employed less than half time, that is less than nine hundred ten hours in a calendar year in a work unit
26 in which a thirty-five hour work week is standard or less than one thousand forty hours in a calendar
27 year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
28 chapter. Where the standard work week falls between thirty-five and forty hours, the manager, in

1 consultation with the department, is responsible for determining what hour threshold will apply.

2 Part-time position excludes administrative intern.

3 **“Part-time regular employee”** means an employee employed in a part-time regular position and, for
4 part-time career service positions, is not serving a probationary period. Under Section 550 of the
5 charter, such part-time regular employees are members of the career service.

6 **“Part-time regular position”** means a regular position in which the part-time regular employee is
7 employed for at least nine hundred ten hours but less than a full-time basis in a calendar year in a
8 work unit in which a thirty-five hour work week is standard or for at least one thousand forty hours
9 but less than a full-time basis in a calendar year in a work unit in which a forty-hour work week is
10 standard. Where the standard work week falls between thirty-five and forty hours, the manager, in
11 consultation with the department, is responsible for determining what hour threshold will apply.

12 **“Temporary employee”** means an employee employed in a temporary position and in addition,
13 includes an employee serving a probationary period or is under provisional appointment. Under
14 Section 550 of the charter, temporary employees shall not be members of the career service.

15 **“Temporary position”** means a position that is not a regular position as defined in this chapter and
16 excludes administrative intern. Temporary positions include both term-limited temporary positions
17 as defined in this chapter and short-term (normally less than six months) temporary positions in
18 which a temporary employee works less than nine hundred ten hours in a calendar year in a work unit
19 in which a thirty-five hour work week is standard or less than one thousand forty hours in a calendar
20 year in a work unit in which a forty hour work week is standard, except as provided elsewhere in this
21 chapter. Where the standard work week falls between thirty-five and forty hours, the manager, in
22 consultation with the department, is responsible for determining what hour threshold will apply.

23 **“Term-limited temporary employee”** means a temporary employee who is employed in a term-
24 limited temporary position. Term-limited temporary employees are not members of the career
25 service. Term-limited temporary employees may not be employed in term-limited temporary
26 positions longer than three years beyond the date of hire, except that for grant-funded projects capital
27 improvement projects and information systems technology projects the maximum period may be
28 extended up to five years upon approval of the manager. The manager shall maintain a current list of

1 all term-limited temporary employees by department.

2 **“Term-limited temporary position”** means a temporary position with work related to a specific
3 grant, capital improvement project, information systems technology project or other nonroutine,
4 substantial body of work, for a period greater than six months. In determining whether a body of
5 work is appropriate for a term-limited temporary position, the appointing authority will consider the
6 following:

7 1. Grant-funded projects: These positions will involve projects or activities that are funded
8 by special grants for a specific time or activity. These grants are not regularly available to or their
9 receipt predictable by the county;

10 2. Information systems technology projects: These positions will be needed to plan and
11 implement new information systems projects for the county. Term-limited temporary positions may
12 not be used for ongoing maintenance of systems that have been implemented;

13 3. Capital improvement projects: These positions will involve the management of major
14 capital improvement projects. Term-limited temporary positions may not be used for ongoing
15 management of buildings or facilities once they have been built;

16 4. Miscellaneous projects: Other significant and substantial bodies of work may be
17 appropriate for term-limited temporary positions. These bodies of work must be either nonroutine
18 projects for the department or related to the initiation or cessation of a county function, project or
19 department;

20 5. Seasonal positions: These are positions with work for more than six consecutive months,
21 half-time or more, with total hours of at least nine hundred ten in a calendar year in a work unit in
22 which a thirty-five hour work week is standard or at least one thousand forty hours in a calendar year
23 in a work unit in which a forty hour work week is standard, that due to the nature of the work have
24 predictable periods of inactivity exceeding one month. Where the standard work week falls between
25 thirty-five and forty hours, the manager, in consultation with the department, is responsible for
26 determining what hour threshold will apply; and

27 6. Temporary placement in regular positions: These are positions used to back fill regular
28 positions for six months or more due to a career service employee’s absence such as extended leave

1 or assignment on any of the foregoing time-limited projects.

2 All appointments to term-limited temporary positions will be made by the appointing
3 authority in consultation with the manager before the appointment of term-limited temporary
4 employees.

5 **Job Progression** - a reclassification system that provides employees the opportunity to advance from
6 one level in a classification family to the next higher levels of the classification family based upon the
7 employee's meeting specific criteria that demonstrates that the employee possesses the knowledge,
8 skills and abilities to perform the full scope of duties required at the higher level. Job progression
9 does not require job openings to enable the employee to advance. The Employer and the Union agree
10 that job progression supports the Wastewater Treatment Division's future workforce needs and is
11 consistent with King County's workforce management philosophy of providing County employees
12 with internal advancement opportunities.

13 **Opening** - a vacancy the Employer has determined should be filled.

14 **Pager** - one that pages; esp., beeper

15 **Salaried Employee** - defined by the state Minimum Wage Act (MWA) and the Fair Labor Standards
16 Act (FLSA) and is exempt from the overtime requirements of the FLSA and MWA and is expected to
17 work the hours necessary to satisfactorily perform his/her job.

18 **Transfer** - movement between business teams.

19 **Vacancy** - an unfilled position resulting from retirement, termination, promotion, demotion, or the
20 creation of a new position.

21 **PREAMBLE**

22 This Agreement is the result of collaborative bargaining process that reflects the relationship
23 between King County (the Employer) and the Service Employees International Union, Local 925 (the
24 Union). This relationship is a partnership based on mutual interests, respect, and trust.

25 This Agreement establishes a framework within which the Employer and the Union can
26 achieve our joint mission to efficiently and effectively operate and maintain the public's wastewater
27 treatment system while providing a high quality work environment.

28 The Employer and the Union recognize that the workplace is in a period of growth and

1 change.

2 The Employer and the Union also agree that change in the workplace is an evolutionary
 3 process, which requires the commitment of both parties over time. The Employer and the Union also
 4 recognize the mutual benefits of employing continuous tools and processes throughout the division.
 5 These tools and processes include employee generated ideas such as "Bright Ideas", the Executive's
 6 Initiatives such as "Lean" and "Three Percent Efficiency", the division's integration and
 7 implementation of the industry's best practices, and its business planning and performance measures.
 8 The Employer will continue to engage the union membership and its leadership to create an efficient
 9 and productive workplace.

10 In support of policies and practices that reflect our commitment to shared values, the
 11 Employer and the Union:

- 12 • Listen and respond to public/customer concerns
- 13 • Trust each other
- 14 • Respect all people
- 15 • Promote a diverse workforce
- 16 • Take responsible risks
- 17 • Communicate openly
- 18 • Actively participate in decisions that affect us
- 19 • Behave the way we say we do
- 20 • Give and get reliable, quality business information
- 21 • Improve our technical excellence and teamwork
- 22 • Foster a labor/management partnership based on mutual interests
- 23 • Have fun, enjoy humor, "Lighten Up"
- 24 • Encourage professional growth

25 This Agreement was negotiated using a collaborative process that allowed the Employer and
 26 the Union to communicate openly to produce a contract while building positive, ongoing
 27 relationships. This Agreement was developed to accomplish the following goals:

- 28 • Develop a compensation and benefit package that is the best in the wastewater treatment

1 industry, and which will attract and retain outstanding employees.

- 2 • Create an Agreement that generates gains in efficiency and effectiveness, is economically
- 3 feasible, and is justifiable to the Council, the ratepayer, and the public.
- 4 • Write an Agreement that is clear and easily understood.
- 5 • Develop an Agreement consistent with a supportive, productive, challenging, high-quality
- 6 work environment in which all employees are treated with dignity and respect and are
- 7 valued for their individual and team contributions.
- 8 • Collaborate to produce an excellent Agreement while building an ongoing
- 9 labor/management relationship based on open communications, mutual trust, and respect.
- 10 • Include a process in the Agreement by which mutually beneficial changes can take place.

11 **ARTICLE 1: LABOR/MANAGEMENT COMMITTEE**

12 **1.1 Labor Management Committee**

13 A. In this Agreement, the Employer and the Union set forth an approach for making
14 ongoing changes and continuous improvements in the workplace through an ongoing
15 labor/management process. Issues are to be discussed in an interest-based, collaborative manner and
16 the Labor/Management Committee (LMC) will access the services of a mutually acceptable source of
17 mediation services if consensus cannot be reached in a timely manner.

18 B. The Employer and the Union have established an ongoing process to identify each
19 party's issues, which may result in the clarification or revisions of this Agreement and can address
20 other matters, mutually agreed upon between the parties.

21 C. To accommodate this process, the role of the LMC is to deal jointly with areas of
22 mutual interest, to move us towards our shared vision of a productive work place, and to oversee the
23 tasks and/or committees called for in this Agreement.

24 D. The LMC will meet monthly. Its structure, responsibilities and procedures will be
25 in accordance with its Charter, Appendix C, as amended.

26 **1.2** The LMC may propose changes to the Agreement by Memorandum of Agreement
27 (MOA), clarifications to the Agreement by Memorandum of Understanding (MOU), a policy, and/or
28 procedures. Changes or clarifications to the Agreement, MOAs or MOUs are subject to the parties'

1 procedures for ratification, which may include the Union's publishing the agreements in draft form
2 for twenty-five (25) days before the agreements are executed. The Employer and the Union agree to
3 post MOAs, MOUs, the LMC Charter, handbooks, policies and/or procedures on an intranet site for
4 employee reference.

5 **1.3 Training**

6 The LMC will sponsor joint training on changes made to this Agreement as a result of
7 negotiations. Such training shall be delivered to managers, supervisors and stewards and will be
8 considered work time.

9 **ARTICLE 2: RECOGNITION AND BARGAINING UNIT**

10 The Employer recognizes Service Employees International Union, Local 925, as the sole and
11 exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all
12 full-time and part-time employees in current and future wastewater treatment facilities in
13 classifications listed in the attached wage schedule marked Appendix A. Excluded are all
14 supervisory and confidential employees, employees represented by other labor organizations, and
15 interns.

16 **ARTICLE 3: UNION SECURITY**

17 **3.1 Membership Dues and Fees**

18 A. All regular and temporary employees covered by this Agreement shall, as a
19 condition of employment, on or after the thirtieth day but not later than the sixtieth day following
20 their date of employment, either (1) pay to the Union the regular monthly dues uniformly required of
21 members, or (2) pay an amount established by the Union as agency fees not to exceed regular dues
22 and fees uniformly required of members.

23 B. Failure by an employee to satisfy the above paragraph of this section shall
24 constitute cause for dismissal provided the Union makes a written request for discharge, verifying
25 that the employee received written notification of the delinquency and notification that non-payment
26 within thirty (30) days will result in discharge by the Employer.

27 **3.2 Religious Exemption**

28 Nothing contained in this Article shall require an employee to join the Union who can

1 substantiate, in accordance with existing law, bona fide religious tenets or beliefs that prohibit the
2 payment of dues to union organizations. Such employees shall pay an amount equivalent to regular
3 union dues to a non-religious charitable organization mutually agreed upon by the employee and the
4 Union to which such employee would otherwise pay the dues. The employee shall furnish written
5 proof that such payment has been made. If the employee and the Union do not reach agreement on
6 such matters, the Public Employment Relations Commission shall designate the charitable
7 organization.

8 **3.3 Dues Deduction Procedure**

9 Regular monthly dues shall be deducted by the Employer from the employee's paycheck
10 when authorized in writing by the employee. The deductions will be transferred to the Union
11 monthly. The Union shall refund any amounts paid to it in error. The Union will indemnify, defend,
12 and hold the Employer harmless against any claims made and any suit instituted against the Employer
13 on account of the application of any provision of this Article. The Employer shall notify the Union of
14 changes in employment status on a monthly basis.

15 **3.4 COPE Payroll Deduction**

16 The Employer shall, upon receipt of a written authorization form that conforms to legal
17 requirements, deduct from the pay of such bargaining unit employee the amount of contribution the
18 employee voluntarily chooses for deduction for political purposes and shall transmit the same to the
19 Union.

20 **ARTICLE 4: NON-DISCRIMINATION**

21 **4.1 Non-discrimination**

22 The Employer and the Union are committed to an equal employment opportunity policy that
23 prohibits discrimination on the basis of the following:

- 24 • Race
- 25 • Gender (or identity/expression of such)
- 26 • Sexual orientation
- 27 • Disability (except as exempted by a bona fide occupational qualification)
- 28 • Color

- 1 • Age
- 2 • Religious affiliation
- 3 • Service in the Armed Forces of the United States
- 4 • National origin
- 5 • Marital status
- 6 • Political affiliation
- 7 • Creed
- 8 • Union activity

9 The Employer and the Union also commit to support equal employment opportunity to ensure
10 a diverse work force.

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

14 4.2 Feedback to Complainants

15 An employee alleging a violation of this Article, will, upon their request, receive a written
16 summary of the findings related to their complaint with 14 days of the conclusion of the
17 investigation.

18 **ARTICLE 5: STRIKES OR LOCKOUTS**

19 **5.1 No Strikes Or Lockouts**

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

24 **5.2 Safety Concerns Related To Picketing At A WTD Facility**

25 In the event of picketing at a WTD Facility, Management and the Union will develop an
26 approach for dealing with the safety concerns of the bargaining unit while ensuring plant operations.
27 When possible, these discussions will take place in advance.

28

1 **ARTICLE 6: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

2 **6.1 Management Rights and Responsibilities**

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

5 **6.2 Payroll System**

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

10 **ARTICLE 7: PROBATIONARY AND TRIAL SERVICE PERIODS**

11 **7.1 General**

12 Employees covered by this Agreement shall be classified as regular, or temporary and may be
13 either full-time or part-time. The Employer shall staff positions as full-time regular employees where
14 possible, recognizing that legitimate work requirements or employee needs may require the use of
15 part-time or temporary employees. The rights and benefits for temporary employees shall be
16 consistent with all applicable provisions of the King County Code and the King County Charter,
17 except where provisions under this Agreement provides greater rights and benefits.

18 **7.2 Probationary Period**

19 The first nine (9) months of regular employment shall be a probationary period. During this
20 period an employee may be terminated without recourse to Article 10, the Conflict Resolution and
21 Grievance Procedure or any other right to appeal. The County maintains the exclusive right to extend
22 or reduce the length of an employee's probationary period; however, the probationary period shall not
23 exceed a maximum of twelve (12) months of actual service. The employee and the Union chapter
24 president will be notified of such extension or reduction, including the duration of the extension or
25 reduction, prior to the end of the initial probation period. The Union may inspect probationary
26 performance appraisals upon request if written consent of the probationary employee is provided to
27 the Employer. The Employer will copy the union chapter president on probationary performance
28 appraisal electronic calendar notice reminders at regular intervals, no less than three per probationary

1 period.

2 **7.3 Trial Service Period**

3 All employees who have completed a probationary period and are promoted through job
4 progression, competitive process or who transferred to a different classification within the bargaining
5 unit shall serve a six (6) month trial service period during which they may be reverted back to their
6 prior job classification and appropriate pay step for cause, subject to appeal through Article 10; the
7 Conflict Resolution and Grievance Procedure.

8 **ARTICLE 8: PERSONNEL ACTIONS**

9 **8.1 Job Postings**

10 The purpose of posting job announcements is to ensure that interested employees know of
11 vacancies that occur within the bargaining unit and that they have a reasonable chance to compete for
12 those positions.

13 **8.2 Acting Assignments**

14 Regular positions may be filled on an acting or temporary basis for no more than six (6)
15 months without a process that includes solicitation of interest among bargaining unit employees and
16 selection based upon job-related criteria. In no case will a regular position be filled on an acting basis
17 for more than one year without the mutual agreement of the Union and WTD.

18 **8.3 Transfers**

19 Bargaining unit employees who have been members of the bargaining unit for at least five
20 years, and who have had no documented performance deficiencies within the preceding six months
21 and have the requisite skills for the position, shall have the right to transfer to openings in their job
22 classification family based on classification family seniority before openings are filled through a
23 competitive process. However, management retains discretion to permit transfers of employees who
24 do not meet the above criteria.

25 For the classification families of Operator (excluding OITs and Senior Operator in Charge),
26 Mechanic, Electrician, and Instrument Tech, the above transfer provision shall be administered as
27 follows: the first job opening in each classification family will be filled by transfer, then job
28 openings will alternate between a regular competitive process and transfer thereafter, with a limit of 2

1 competitive processes per year per section per classification family.

2 Employees may express interest for transfer by submitting an on-line application in the
3 current HR Staffing Application system during the posting process. Employees may also apply for
4 competitive postings.

5 **8.4 Competitive Positions**

6 Regular and special project positions lasting longer than six (6) months will use a competitive
7 selection process. All employees, including temporary employees, are eligible to apply for these
8 positions. Except that employees who have been members of the bargaining unit for less than 5 years
9 are not eligible to use the competitive process to apply for openings in their current job classification
10 family, but would be eligible to compete for promotional positions. Employees who have attained
11 career service status or are in a regular appointment, but serving a probationary period, have
12 preference over candidates with temporary status. Probationary employees who are selected for
13 another competitive position, will serve a six (6) month probationary period in their new position. If
14 they do not successfully complete the probationary period in their new position, management will
15 make a good faith effort to assist the employee in finding another position, but will not guarantee that
16 the employee will be placed.

17 **A.** The Employer will post announcements of openings at all work-sites for a
18 minimum of fourteen (14) calendar days. Selection criteria developed with participation by the
19 affected business team will be established in advance of the recruitment. The announcement shall
20 include the selection criteria to be used in that selection process as well as an indication of whether
21 that recruitment process will include a list of candidates to fill vacancies that occur during the
22 following six (6) months.

23 **B.** The end date for special project positions will be clearly stated in the posting.

24 **C.** If there is a qualified internal candidate to fill the opening, based upon the
25 selection criteria for that specific position (as opposed to the more general qualifications listed in the
26 classification specification for the position), the position will be filled internally.

27 **D.** Except for special project positions, if an opening occurs within six (6) months of
28 the establishment of a list of qualified candidates, the Employer may select the most qualified

1 candidate(s) from the list.

2 **8.4.1 Internal Candidates**

3 Internal Candidates refers to all employees covered by this Agreement. Employees who have
4 attained career service status or are in a regular appointment, but serving a probationary period, have
5 preference over candidates with TLT or temporary status.

6 **8.4.2 External Candidates**

7 If no qualified internal candidate is selected by the appointing authority, the position may be
8 posted for applications from candidates not covered by this Agreement, following the County's
9 established hiring practices.

10 **8.5 Selection Process**

11 An interview panel, including representation from the Local 925 members on the business
12 team, will consider all qualified candidates and make referrals of qualified candidates in writing to
13 the hiring authority. Recommendations shall be based upon job-related criteria. If all candidates'
14 qualifications are comparable, then WTD-wide seniority takes precedence.

15 **8.6 Step Placement**

16 Those promoted shall move to the lowest step on the wage scale of the new classification,
17 which provides at least a one-step (approximately 5%) increase in pay over the employee's previous
18 rate of pay.

19 Employees moving from a higher to lower salary range shall be placed at a step equivalent in
20 pay rate, but, not to exceed the top step of the employee's new classification.

21 Exceptions will be made in cases where the employee is moving to a classification within a
22 higher or equivalent classification family, or to a higher or equivalent classification. In this event, the
23 employee shall be "Y" rated (frozen), if they are placed at a step that is lower than their previous base
24 rate of pay. The "Y" rate shall continue for a period of two (2) years, or until the employee
25 progresses to a step that meets or exceeds their "Y" rate, whichever is sooner. If, at the conclusion of
26 the two (2) years, the employee is still "Y" rated, the employee's base rate shall be adjusted
27 downward to the salary step commensurate with their experience based upon the step criteria.

28 Cost of Living Adjustments shall not be applied to the "Y" rate. At such time that the step

1 occupied by the "Y" rated employee meets or exceeds the employee's "Y" rate, the "Y" rating will
2 end.

3 Employees will progress through steps at one (1) year intervals upon a standard performance
4 appraisal rating (at least 3.0).

5 Employees serving a probationary period must complete their probationary period before
6 advancing to any higher level classification through job progression, unless they advance through a
7 competitive hiring process.

8 For purposes of this section, determinations as to whether a placement falls within a higher,
9 lower or equivalent stand-alone classification or classification family will be based upon the top step
10 of the new salary range in comparison with the top step of the old salary range.

11 **8.6.1 Job Progression**

12 Employees who are in a job progression classification may progress to the next higher
13 classification level within the classification family provided they have successfully completed
14 probation and meet the requirements for advancement. An employee who advances through job
15 progression will be placed at a step in the higher classification salary range at the step which provides
16 a one step increase over the employee's previous rate of pay.

17 **8.7 Senior Operator-in-Charge**

18 Senior Operator-in-Charge positions will be filled through a competitive recruitment process
19 of all qualified Senior Operators. These positions may be designated as permanent or non-
20 permanent, and such designation shall be made clear on the posting to fill the position. (No current
21 SOIC positions/assignments will have their duration changed.) Non-permanent Senior Operator-in-
22 Charge positions will be advertised every three years and allow for rotation of qualified employees to
23 provide development opportunities. Senior Operator-in-Charge positions are not subject to the
24 Seniority Bid Process.

25 **8.8 Seniority Bid Process - Operators**

26 **Definition:**

27 A seniority bid process for job assignments in the Operator Series shall occur every three (3)
28 years within each Section. This process allows for movement between all Business Teams in the

1 Operator Series based on Section business needs and Classification Family Seniority.

2 **Implementation:**

- 3 • The Seniority Bid Procedure shall be completed by March 31, 2008 and will take place
4 every three (3) years thereafter.
- 5 • Employees who filled a vacancy through a competitive process in the twenty-four (24)
6 months prior to the bid process date of March 31 can request to be exempt from the process
7 and remain in their current assignment. (This does not include employees who were hired,
8 transferred or promoted from outside the Operator Classification Family within this twenty-
9 four (24)-month time frame.)
- 10 • Senior Operator-In-Charge positions are exempt from this process.
- 11 • Vashon Island positions are exempt from this process.

12 **Selection Committee:**

13 The committee shall be comprised of the Section Manager, two (2) Management
14 representatives, a representative of Local 925 and two (2) Shop Stewards. The objective is to have
15 equal Union and Management representation in the decision making process. Decisions will be based
16 on:

- 17 • Business needs identified by the Section Manager (by January 1 of the applicable year).
18 Business needs shall include but not be limited to the number and purpose of business teams, the
19 number of Operators assigned to each business team, the mix of skill level (as determined by
20 certifications held and standing in job progression) needed for each business team. In addition,
21 assignment to the rotating shift crews will include consideration of the employee's record of
22 attendance.
- 23 • Employee classification family seniority. Seniority preference shall not be bypassed for
24 other than identifiable business needs.
- 25 • Disciplinary record of the employee for the preceding six months.
- 26 • In the event the Selection Committee fails to reach consensus, the final decision shall be
27 made by the Section Manager and is subject to the Grievance Procedure.

28

1 **Bid Selection:**

- 2 • All employees in the Operator Classification Family shall fill out a Bid Preference Form
3 and submit it to the Selection Committee Facilitator and be given a receipt confirming a
4 form was submitted.
- 5 • Bid Preference Forms which are partially filled out or not turned in by the deadline, shall be
6 considered incomplete by the Selection Committee.
- 7 • Bid preferences will be considered by the Selection Committee in order of classification
8 family seniority as defined in Article 9 of this Agreement.

9 **Selection Committee Process:**

10 The Selection Committee shall use the following process when determining job assignments:

- 11 • Review the classification family seniority roster generated by the employer and verified by
12 the Union.
- 13 • Consider an employee's preferences as indicated on the Bid Preference Form completed by
14 each employee (by the bid process date of January 15, 2005).
- 15 • Determine whether any incomplete forms have been submitted. Incomplete forms may
16 result in the committee selecting the job assignment for that employee. Selections by the
17 committee in these cases are not subject to the Grievance/Arbitration procedure.
- 18 • Confirm employee meets identified business needs.
- 19 If multiple employees meet these criteria, they are placed in order of classification family
20 seniority (Management has discretion to keep a disciplined employee in their current job
21 assignment).
- 22 • At the conclusion of the process, the Section Manager will notify employees of the job
23 assignments.

24 **Seniority Bid Process Time Line:**

- 25 • **By November 1**

26 Section Manager selects the Facilitator for the Selection Committee.

- 27 • **By November 10, the Facilitator will:**

28 Notify Operations employees of the upcoming process and distribute bid preference

1 forms to the employees.

2 Schedule the Management business team meeting.

3 Notify the Union Business Representative of the need to select committee members.

4 Notify the Section Manager of the need to select committee members.

5 • **Before January 1**

6 Selection Committee is identified and the Seniority Bid Process meeting is scheduled.

7 The Union is requested to verify a classification family seniority roster for each
8 section.

9 Section Manager identifies business needs.

10 • **Before January 15**

11 Classification Family Seniority roster verification due from the Union.

12 Bid Preference forms due from the employees.

13 Facilitator will have current operations roster for the meeting.

14 • **Before January 24**

15 Seniority Bid Selection meeting will occur and job assignments for employees in the

16 Operator family classification will be determined.

17 • **Before January 31**

18 Section Manager will notify employees of job assignments.

19 • **By March 31**

20 Changes in job assignments will be completed.

21 **8.9 Layoffs**

22 In the event of a need for a reduction in force, the Employer will meet with the Union as far in
23 advance as possible to identify the reasons requiring the reduction and the number and classifications
24 and/or classification families of employees affected.

25 The Employer commits to provide training to affected regular employees that allows those
26 employees to compete for other available jobs. The Employer and the Union agree that these affected
27 employees shall be given preference for job openings within the bargaining unit for which they meet
28 the minimum qualifications. If layoffs are required, the least senior employee(s) within the affected

1 classification(s) shall be laid off on the basis of classification-family seniority, provided that those
2 employees remaining on the job are qualified to perform the work assigned.

3 Employees subject to layoff from one classification family shall be allowed to exercise their
4 retained classification family seniority rights in that other classification family. In such cases, the
5 employee will be assigned to the classification which s/he last occupied within the classification
6 family. The employee will be placed at the step of the new salary range which is closest to the salary
7 that the employee received before the bump. The rate of pay may not exceed the top step of the new
8 salary range.

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

10 **8.10 Recall**

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

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

17 Employees failing to respond and return in a timely manner shall be considered as tendering
18 their resignation from the Employer's employment.

19 **8.11 Temporary Hardship Assignments**

20 A. When an employee believes a hardship exists, s/he may contact his/her supervisor
21 in writing, explaining the hardship, with his/her request, including estimated duration.

22 B. After receipt of the request, within fourteen (14) calendar days, the employee,
23 supervisor, the designated Union representative, and the section manager will meet to discuss the
24 request. The EAP coordinator will be used as a resource if necessary. All requests and discussions
25 will remain confidential. After this meeting, the employee will be notified, in writing, within seven
26 (7) calendar days of the decision. The section manager, supervisor and the designated Union
27 representative will make the final decision.

28 C. Hardship assignments will be structured to assist the employee to move back into

1 full work schedule availability, with an agreement between the employee, the immediate supervisor
2 and the designation Union representative on a plan to return to their regular assignment.

3 **D.** This Section does not pertain to circumstances relating to ADA (Americans with
4 Disabilities Act), medical accommodations, FML (Family Medical Leave) or time off for
5 circumstances covered under the State of Washington Family Care Act.

6 **Intent Statement**

7 The intent of this Section is to define a hardship, its duration, and the process by which a
8 request for a temporary hardship assignment may be approved.

9 Local 925 and King County recognize that employees occasionally have personal
10 circumstances that make it difficult for them to perform their current assignment. This Section is
11 designed to provide time for the employees to resolve their hardship and return to their regular work
12 schedules and job assignments.

13 **Interpretation**

14 A hardship is a situation of less than one (1) year duration that inhibits or makes it very
15 difficult for an employee to fulfill current job responsibilities. Requests for a hardship assignment
16 are to be considered temporary and the employee shall be available for all work schedules and job
17 assignments when the hardship ends.

18 There are no specific criteria for granting hardship assignments. Approval is based on the
19 specific circumstances of each request as determined by the supervisor, section manager, and the
20 designated Union representative. The following factors are recommended for consideration:

- 21 • A limited amount of flexibility is available to assist in hardship cases and thus there
22 are a limited number of transfers that could be granted at any one time.
- 23 • The expectation is that at the end of the agreed upon time frame, the employee shall
24 return to their original assignment (unless more recent bid process resulted in
25 movement to a new assignment).

26 **ARTICLE 9: SENIORITY**

27 **9.1 Classification Seniority**

28 **A.** All regular employees shall accrue seniority from the date of hire in a regular

1 position. All probationary employees completing the probationary period shall be credited with
2 seniority retroactive to date of hire.

3 **B.** Seniority shall not accrue during leaves of absence without pay in excess of thirty
4 (30) calendar days, including family leave, except for leave due to active military duty or Union
5 business.

6 **C.** If an employee moves from a temporary employment status in a bargaining unit
7 position to regular employment status in a bargaining unit position with no break in service, the
8 length of employment in temporary employment status will be included when establishing the
9 seniority date(s).

10 **D.** Employees promoted from one classification to another shall retain seniority
11 earned in the classification from which s/he was promoted.

12 **9.2 County-wide Seniority.**

13 **A.** County-wide seniority is defined as the most recent period of continuous service as
14 a regular employee with the Employer in any combination of positions/classifications.

15 **B.** The service date of regular employees who accept temporary assignments and
16 subsequently return to their regular assignment shall not be adjusted, provided that there is no break
17 in service with the County.

18 **C.** Previously accrued County-wide seniority shall be restored if the employee returns
19 to County service within two (2) years of the severed employment date, provided the employee left in
20 good standing.

21 **9.3 WTD-Wide Seniority.** WTD-wide seniority is defined as the most recent length of
22 continuous service as a regular employee with the WTD in any combination of positions.

23 **9.4 Classification Family Seniority.** Classification family seniority is defined as the most
24 recent length of continuous service as a regular employee within the WTD in a given job
25 classification family.

26 **Vashon Sewer District Seniority Credit.** Former employees of the Vashon Sewer District,
27 who were employed at the time of transfer of the Vashon Treatment facility to King County, shall be
28 credited with all forms of seniority as defined by this Agreement, retroactive to their date of hire by

1 the Vashon Sewer District.

2 **Wastewater Support Specialist Seniority Credit.** Employees assigned to the job
3 classification of Wastewater Support Specialist, as of the effective date of this Agreement, who were
4 formerly in the Maintenance Support Assistant or in an Administrative Services Specialist job
5 classification, shall be credited with classification family and classification seniority to their date of
6 hire in the Wastewater Treatment Division within those classifications.

7 **ARTICLE 10: CONFLICT RESOLUTION AND GRIEVANCE PROCEDURE**

8 **10.1 General**

9 The Employer and the Union commit to address and resolve issues in a fair and responsible
10 manner at the lowest level and to use mediation and conflict resolution methods when possible and
11 mutually agreed. Our relationship depends on mutual respect and trust built upon our ability to
12 recognize and resolve disagreements rather than avoiding them.

13 **10.2 Types of Issues**

14 Issues may be referred by employees, the Employer, or the Union for Section 10.6 Conflict
15 Resolution and Grievance Procedures A through D except as provided herein and subject to Section
16 10.5. The only requirement is that the issue must be genuine and that the parties involved must
17 participate directly.

18 **10.3 Time Limits**

19 The purpose of time limits within the Section 10.6 is to set general guidelines and to ensure
20 that neither party to a dispute becomes frustrated by undue delay. Time limits are flexible and may
21 be waived; however, the party awaiting a response at any step (short of the last step) may advance the
22 issue to the next step once the time limits have expired.

23 **10.4 Resource Assistance**

24 Human Resource personnel, Union representatives, and/or stewards may participate in any
25 phase of the issue resolution procedure under Section 10.6 upon request of those involved in the
26 dispute.

27 **10.5 Complaints of Discrimination**

28 Complaints of discrimination shall be subject to the Conflict Resolution and Grievance

1 Procedure, Section 10.6, A through D, but shall not be subject to arbitration.

2 **10.6 Procedure**

3 **Step A. Conflict Resolution Procedure (optional step)**

4 1. An issue may be addressed orally between the supervisor and the employee(s)
5 involved within fourteen (14) calendar days of the event or circumstance(s) giving rise to the issue(s).
6 The parties will make every effort to resolve the issue(s) within thirty (30) calendar days; however
7 the Union may advance the issue(s) to Step B at any time within thirty (30) calendar days following
8 the initial discussion with the supervisor.

9 2. Disputes resolved at this level shall be final and binding but shall not modify the
10 Agreement, or create a precedent for any other disputes arising under this Agreement.

11 **Step B. Supervisor - Formal Grievance**

12 1. If the issue is not resolved in Step A, the Union may present a written grievance to
13 the supervisor. In the event Step A is bypassed, the Union will present a written grievance to the
14 supervisor within fourteen (14) calendar days of the event or circumstance(s) giving rise to the
15 issue(s). The steward shall forward a copy of the grievance to the WTD HR and the Union offices.

16 2. The supervisor will have fourteen (14) calendar days upon receipt of the written
17 grievance to meet with the parties and provide a written response. A copy to the response will be
18 sent to WTD HR and the Union office.

19 3. Disputes resolved at this level shall be final and binding but shall not modify the
20 Agreement, or create a precedent for any other disputes arising under this Agreement.

21 4. If not satisfactorily resolved, the Union may refer the grievance in writing to Step
22 C within fourteen (14) calendar days of receipt of the supervisor's response, or if no response was
23 received.

24 **Step C. Section Manager**

25 1. The Section Manager will have fourteen (14) calendar days from receipt of the
26 grievance to meet with the parties and issue a written response. If the response of the Section
27 Manager does not resolve the grievance, the grievance may be referred to Step D within fourteen (14)
28 calendar days of the Union's receipt of the Section Manager's response.

1 2. Disputes resolved at this level shall be final and binding, and may not modify the
2 Agreement or create a precedent for other disputes arising under this Agreement.

3 **Step D. Director of Labor Relations**

4 The Director of Labor relations/designees will have fourteen (14) calendar days from
5 receipt of the grievance to meet with the parties and issue a written response. If the response of the
6 director/designee does not resolve the grievance, the grievance may be referred to Step E or F within
7 fourteen (14) calendar days of the Union's receipt of the director's/designee's response.

8 **Step E. Mediation**

9 1. Mediation shall be the last step for disputes not eligible for arbitration as well as
10 the step prior to arbitration for all other disputes. The Employer and Union will have thirty (30)
11 calendar days from the mediation request date to schedule a mediation date.

12 2. A mediator shall be mutually agreed upon by the Employer and the Union. The
13 mediated settlement shall be binding on the parties and, unless specifically agreed otherwise, not
14 form a precedent for any other dispute arising under this Agreement. If resolution is not reached in
15 mediation, the grievances may be referred to arbitration if it concerns the proper application or
16 interpretation of the Agreement.

17 **Step F. Arbitration**

18 1. The Union will have fourteen (14) calendar days from the conclusion of Step D or
19 E to request arbitration. The Employer and Union will have sixty (60) calendar days from the
20 arbitration request date to schedule an arbitration date.

21 2. An arbitrator shall be selected by mutual agreement of the Employer and the
22 Union. In the event mutual agreement is not reached, an arbitrator shall be selected from a list
23 provided by a mutually acceptable source. In the event the parties are unable to mutually agree on a
24 source for the list of arbitrators, the parties shall request a list from the Federal Mediation and
25 Conciliation Service.

26 3. The arbitrator's power shall be limited to interpreting the Agreement between the
27 Employer and the Union as it applies to the dispute before the arbitrator.

28 4. The Employer and the Union shall each bear the cost of its own presentation

1 including attorney's fees, regardless of the outcome. The parties shall bear equally the fees and cost
2 of the arbitrator.

3 **10.7 Initiation of Grievance at Higher Step**

4 By mutual agreement, a grievance may be initiated at a higher grievance step if the Employer
5 representative does not have the authority to grant the relief sought or the parties responsible for
6 hearing the grievance agree to bypass their step.

7 **ARTICLE 11: CORRECTIVE ACTION AND DISCIPLINE**

8 **11.1 Corrective Action Procedures - Teach, Lead and Coach**

9 A. Teach Lead and Coach (TLC) is meant to address violations of rules of minor
10 significance or unsatisfactory work performance that can normally be corrected through counseling
11 or training. TLC is non-disciplinary, but if the employee's performance or behavior does not
12 improve, TLC documentation can be used toward discipline.

13 B. In order to accomplish the goals set forth in the preamble, shop stewards,
14 supervisors and managers developed a TLC Handbook which shall be an appendix to this Agreement.
15 The LMC shall review this Handbook at least once during the life of this Agreement.

16 C. While the desired corrective action approach is, TLC, the procedure does not
17 preclude moving directly to discipline depending on the severity of the situation.

18 **11.2 Just Cause**

19 No regular employee who has completed probation shall be disciplined except for just cause.
20 A temporary or probationary employee is employed at will and may be terminated without recourse
21 to the Article 10 – Conflict Resolution and Grievance Procedure

22 **11.3 Progressive Discipline**

23 Discipline is meant to address violations of rules of major significance, continuing minor
24 violations or continuing unsatisfactory work performance. The Employer and the Union agree with
25 the principle of progressive discipline, which may include oral reprimands, written reprimands,
26 suspension, demotion, salary reduction, discharge, or alternative forms of discipline mutually agreed
27 upon.

28 **11.4 Appropriate Level of Disciplinary Action**

1 A. The type and level of disciplinary action will be determined by the nature and
2 severity of the behavior and/or performance deficiency that led to the disciplinary action, as well as
3 the employee's past disciplinary record.

4 B. In accordance with the FLSA, FLSA exempt personnel are not subject to unpaid
5 disciplinary suspensions except in increments of full workweeks, unless the infraction leading to the
6 suspension is for a violation of a safety rule of major significance.

7 **11.5 Equal Application of Rules**

8 The Employer will make every effort to enforce rules in a fair and consistent manner.

9 **11.6 Oral and Written Reprimands**

10 Memos to document oral reprimands, and written reprimands, shall include the following
11 information:

- 12 • The reason(s) for the reprimand
- 13 • The facts supporting the reprimand
- 14 • The form of reprimand being imposed
- 15 • The effective date(s) of the reprimand
- 16 • A clear statement as to follow-up needed (if any)
- 17 • Language advising the employee of the availability of Employee Assistance Programs
18 (EAP) may be included in the notice

19 **11.7 Pre-Disciplinary Procedures - Cases Affecting Pay Status**

20 In all cases involving the potential for suspension without pay, discharge, demotion or salary
21 reduction for disciplinary reasons, the Employer will provide the affected employee with written
22 notice and an opportunity to respond in writing and/or in person.

23 The pre-disciplinary notice will include the following information:

- 24 • The reason for the proposed discipline
- 25 • The facts supporting the proposed discipline
- 26 • The form of discipline being considered
- 27 • The date, time and location of the pre-disciplinary hearing, or deadline for submission of
28 written information that should be considered by the Employer in making a final

1 disciplinary decision

2 • Language advising the employee of the availability of EAP may be included in the notice

3 **11.8 Disciplinary Decisions Affecting Pay Status**

4 Employees shall be provided with written notification of final disciplinary decisions within
5 fourteen (14) calendar days following the pre-disciplinary hearing and/or deadline for submission of
6 written responses/additional evidence.

7 The disciplinary letter shall include the following information:

8 • The reason(s) for the discipline

9 • The facts supporting the discipline

10 • The form of discipline being imposed

11 • A clear statement as to follow-up needed (if any)

12 • The effective date(s) of the discipline

13 • Statement as to the employee's right to appeal the discipline

14 • Language advising the employee of the availability of Employee Assistance Programs
15 (EAP) may be included in the notice

16 **11.9 Administrative Leave**

17 The Employer has the right to place an employee on paid administrative leave, subject to the
18 following conditions:

19 **A. Purpose of Administrative Leave.** The purpose of administrative leave is to
20 remove an employee from the workplace during the pendency of an investigation and/or until
21 discipline is imposed. Administrative leave is paid leave, and non-disciplinary in nature.

22 **B. Reasons for Administrative Leave.** Administrative leave will be used when the
23 employer believes a compelling reason necessitates the employee's removal from the workplace (e.g.,
24 endanger the employee or others, disrupt the work environment, or interfere with an investigation,
25 etc.).

26 **C. Onset of Investigation.** The Employer will make every effort to conduct and
27 complete the investigation as quickly as possible after placing the employee on paid administrative
28 leave.

1 **D. Notice to Union.** The Employer will notify a Union representative upon placing
2 an employee on administrative leave. The employee may request Union representation at any time in
3 the investigative process.

4 **11.10 Confirmation of Receipt**

5 Employees shall provide a written acknowledgement of receipt of correspondence relating to
6 corrective action and disciplinary matters. The employee's signature shall not be construed as an
7 admission of guilt.

8 **11.11 Conflict Resolution and Grievance Procedures**

9 All discipline of regular employees shall be subject to Article 10 Conflict Resolution and
10 Grievance Procedures. A temporary employee may be disciplined and discharged without recourse
11 to Article 10 – Conflict Resolution and Grievance Procedures.

12 **11.12 Notice of Investigation**

13 **A.** When the Employer determines it is necessary to investigate an employee(s) for
14 potential misconduct, the employee(s) shall normally be informed of the need for such investigation
15 within three (3) business days of the decision to proceed. The employee will be generally advised of
16 the nature of the issue(s) and the estimated duration of the investigation. The Employer shall provide
17 similar notice to the Union.

18 **B.** Notification may be deferred in unusual circumstances where it is possible that the
19 investigation would be compromised as a result of providing the earlier notice.

20 **11.13 Right to Union Representation**

21 The parties recognize that employees have the right to have a Union representative present in
22 any meeting where the employee has a reasonable belief that the discussion may lead to discipline.

23 The parties further agree that employees who are being interviewed as potential witnesses but
24 are not the subject of investigation, will be permitted to have a Union representative present for the
25 meeting.

26 **ARTICLE 12: UNION REPRESENTATION AND ACTIVITIES**

27 **12.1 Union Representative**

28 Union representatives may visit the work location of employees covered by this Agreement at

1 any reasonable time. They shall report to the appropriate manager/designee upon arrival at the work
2 site being visited.

3 **12.2 Shop Steward**

4 The Union agrees to clearly identify all shop stewards and inform the County immediately of
5 any changes in shop steward status. The Employer agrees to recognize employees appointed and
6 identified by the Union as shop stewards. When contract administration business is conducted during
7 working hours, the employee is responsible for clearing the time taken away from work with his/her
8 supervisor. In January of each year, stewards will provide supervisors with the schedule of
9 stewards/LMC meetings, which normally occur on the third Tuesday of each month between 0700
10 and 0900 for the stewards and between 0915 and 1100 for the LMC members. Stewards shall give
11 written notice to supervisors about special union meetings at least one (1) week in advance or as soon
12 as possible. Attendance at such meetings will not unduly be denied, but operating conditions may
13 preclude the attendance of shop stewards.

14 **12.3 Bulletin Boards**

15 The Union shall be allowed use of bulletin board space to post Union notices that have been
16 signed by an officer, Union representative, or steward of the Union.

17 **ARTICLE 13: CLASSIFICATIONS AND RATES OF PAY**

18 **13.1 Rates of Pay**

19 The classifications and rates of pay for all bargaining unit employees are listed in Appendix A
20 of this Agreement. Overtime pay is excluded for the calculations of the hourly rate of pay.

21 **13.2 Temporary Assignment to a Higher-Paying Classification**

22 A. An employee temporarily assigned by his/her supervisor/designee to a higher-
23 paying classification shall receive a salary adjustment to the step of the higher
24 classification/assignment that provides an increase over the employee's regular rate equivalent to at
25 least a one-step increase in the higher classification, for actual hours worked. Upgraded employees
26 will assume the FLSA status of the upgraded position.

27 For assignments of thirty (30) consecutive calendar days or more, a personnel change
28 notification (PCN) will be written and all compensated hours will be at the higher rate.

1 An employee assigned by his/her supervisor for on-the-job training in a higher paying
2 classification under the direction of others, shall not be eligible for the higher rate of pay.

3 A regular employee who accepts an appointment to a temporary position in a different
4 classification, or who is assigned to a temporary appointment, shall retain all rights to return to a
5 regular position within his/her classification including seniority, step increases, and benefits as
6 provided in the Labor Agreement unless specifically waived in writing, with a copy sent to the
7 Union. If the employee is promoted to the higher classification contiguous with the temporary
8 appointment/assignment, he/she shall accrue seniority in that classification from the first day he/she
9 accepted the appointment or was assigned to the higher classification.

10 **B. Compensation for persons filling in (relief) for an Operating Shift Supervisor:**

11 Group III certification. A Senior Operator with a Group III certification or a Senior Operator-
12 In-Charge shall be upgraded to the top step (Step 10 of Range 60) for Senior Operator-In-Charge.

13 [Note: The changes to the '03 - '06 language in this provision corresponds with placing the change
14 in wage rate for SOIC, from Range 59, Step 10, to Range 60, Step 9. By making this change the
15 SOIC wage rate remains the same, while creating a step above the SOIC rate to allow Senior
16 Operator to be upgraded to a wage rate within the Local 925 bargaining unit. As per the wage
17 addendum, SOIC does not advance beyond Step 9 of Range 60.] This differential recognizes that this
18 person is assuming the full scope of decision-making responsibilities and accountability for the
19 operation of the plant.

20 **13.3 Premium Pay for Training Responsibilities**

21 An employee assigned full time to the role of technical trainer or facilities services trainer
22 shall be paid the equivalent of Senior Operator-In-Charge.

23 **13.4 Shift Differential**

24 **13.4.1 Night Shift**

25 **(a) Non-Operations Straight Shifts** - In addition to the regularly established
26 hourly rates of pay shown in Appendix A, employees whose regularly assigned work ends between
27 8:01 p.m. and 10:00 a.m. shall receive a shift differential of one dollar (\$1.00) per hour for all
28 compensated hours. Employees temporarily assigned to such a shift are eligible for this one dollar

1 per hour shift differential for actual hours worked. This section shall not apply to salaried employees.

2 **(b) Operations Rotating Shifts** - Employees regularly assigned to operations
3 rotating shift shall receive, in addition to the rotating shift premium provided for in 13.4.2, a premium
4 of 7% their regular rate of pay for all hours worked on the nighttime shift portions of the rotating
5 shift. Employees temporarily assigned to the nighttime shift portion of the rotating shift shall receive
6 the 7% rotating shift premium for hours worked on the nighttime shift portions of the rotating shift.
7 This section shall not apply to salaried employees.

8 **13.4.2 Operations Rotating Shift.** In addition to the regularly established hourly
9 rates of pay shown in Appendix A, employees regularly assigned to operations rotating shift shall
10 receive a premium of one dollar and fifty cents (\$1.50) per hour for all compensated hours.
11 Employees temporarily assigned to a full rotating shift cycle shall receive the rotating shift premium
12 of one dollar and fifty cents per hour (\$1.50). This section shall not apply to salaried employees.

13 **13.5 Standby Pay**

14 **A.** Employees assigned to standby duty with a pager during time off shall receive four
15 dollars and fifty cents (\$4.50) per hour for the actual hours assigned to standby duty, with a minimum
16 of twelve (12) consecutive hours assigned. Effective January 1, 2014, and each January 1 thereafter,
17 the amount paid under this provision shall be increased in accordance with the cost of living
18 adjustment formula applying to general wage rates in Appendix A of this agreement.

19 **B.** To be eligible for standby pay employees need to respond when called or paged
20 within fifteen minutes. If an employee assigned to standby cannot be reached and does not respond
21 he/she shall not be eligible for standby pay. It shall be the standby employee's responsibility to
22 notify Main Control in the event he/she becomes unavailable to respond during the standby
23 assignment.

24 **C.** Employees shall receive a minimum of seven (7) calendar days notice in writing
25 prior to assignment on standby duty between April and October and a minimum of four (4) calendar
26 days notice between November and March, except when emergencies interfere with such practice.

27 **D.** Employees called to work while on standby shall be paid at time and one-half
28 (1-1/2) for actual time worked including the time required to travel from home to work location and

1 return. Employees called in to work while on standby shall not receive standby pay during the period
2 of time they receive time and one-half.

3 E. Salaried employees shall not be eligible for standby pay.

4 **13.6 Call-in Pay**

5 Employees not assigned to standby who are called in to work on an unscheduled basis or
6 because of an emergency, within twelve (12) hours or less of their scheduled report time, shall be
7 paid at time and one-half (1-1/2) for the actual hours worked, with a minimum of three (3) hours. If
8 subsequent call-ins fall within three (3) hours, further pay will not start until the fourth (4th)
9 unscheduled work hour. Travel time to and from the job shall be considered as working time in such
10 circumstances. Employees who have been notified more than twelve (12) hours before report time
11 that their work schedule has been changed shall not be eligible for call-in pay. Salaried employees
12 shall not be eligible for call-in pay.

13 When a call-in is cancelled, the minimum call-in pay (three hours paid at time and one-half
14 the employee's regular rate of pay) shall apply unless the cancellation occurs more than four hours
15 prior to the report time for the call-in.

16 **13.6.1 Technical Call Out**

17 A Technical Call Out (TCO) occurs when an employee is called to return to duty and
18 performs those duties via telephone, facsimile, computer, or similar electronic device that does not
19 require returning to a designated work site. Supervisors are responsible for determining whether an
20 employee is capable of responding electronically or if the employee needs to physically come into the
21 worksite. The supervisor must complete an "Authorization for Overtime" form and note the time
22 spent by the employee in responding (via telephone, computer, etc.) rounded up to the nearest 15-
23 minute (quarter hour) segment at a rate of time-and-one-half (1-1/2) the employee's regular rate of
24 pay. If the employee is spending a brief period of time responding ("brief" being defined as less than
25 ten minutes), the employee would not be provided with compensation.

26 **13.7 Compensation for Meetings Held on Regular Day(s) Off (RDO) or When Required** 27 **to Return to Work to Attend a Meeting**

28 Employees who are scheduled to attend meetings on their regular day(s) off or who are

1 required to return to work on a work day to attend a meeting shall be compensated as follows:

2 A. If a meeting is scheduled to be held on the employee's regular day(s) off but is
3 canceled without notification and the employee reports to work to attend the meeting, the employee
4 will receive two (2) hours of overtime pay.

5 B. If the employee attends a meeting that lasts less than two (2) hours, he/she will
6 receive the minimum of two (2) hours of overtime pay.

7 C. If the length of a meeting extends beyond two (2) hours, the employee will be
8 compensated for the total actual time spent at the meeting, at the overtime pay rate.

9 D. This section shall not apply to salaried employees.

10 **13.8 Step Increases**

11 Step increases will be awarded annually to regular and temporary full-time employees after
12 completing twelve (12) months of continuous employment for satisfactory performance. Part-time
13 employees shall be awarded step increases on an equivalent hourly basis for all compensated hours.

14 **13.9 Joint Salary Study**

15 The parties agree to participate in a joint salary survey six (6) months prior to the expiration
16 of the collective bargaining agreement. There shall be an equal number of members on the salary
17 survey, sub bargaining committee, representing each of the parties to the agreement.

18 **ARTICLE 14: HOURS OF WORK AND OVERTIME**

19 **14.1 Hours of Work**

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

22 B. West Point and South Plant Operations rotating shifts (type 1) are four (4)
23 continuous days of two (2) eleven and seven tenths (11.7) hour day shifts and two (2) eleven and
24 seven tenths (11.7) hour night shifts, followed by four (4) scheduled days off before starting a new
25 rotation cycle. Management agrees to bargain the non-monetary effects of any changes to these
26 schedules.

27 C. Brightwater operations rotating shift (type 2) are four (4) consecutive shifts of
28 three (3) twelve (12) hour day shifts and one (1) twelve (12) hour night shift followed by four (4)

1 scheduled days off before starting a new rotation cycle, except the operator who would normally
2 begin their workweek on Saturday will have that Saturday and Sunday off as regularly scheduled
3 days off. The type 2 schedule is also supported by a standby operator on nights and weekends. On
4 nights and weekends the N or D1 operator, respective will coordinate all callouts of operation and/or
5 maintenance staff with the Brightwater Operations and/or Maintenance Supervisors.

6 **D.** Other innovative work schedules mutually agreed upon by the Employer and the
7 Union may be utilized. Such agreement shall be confirmed in writing.

8 **14.2 Meal and Rest Periods**

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

12 **B.** Employees on a Type 2 schedule Night Shift will receive a 30 minute paid meal
13 period and will be required to remain on the premises during their meal period.

14 **C.** Fifteen (15) minute paid rest periods will be provided approximately midway
15 through each one-half (1/2) shift. Employees assigned to a rotating shift greater than ten (10) hours
16 per day will be provided with three (3) fifteen (15) minute paid rest periods during each shift.

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

19 **14.3 Overtime and Compensatory Time**

20 Paid benefit time and compensatory time does not count as time worked for purposes of
21 overtime calculation. However, employees who work more than 40 hours in a workweek (FLSA
22 workweek), will be eligible for overtime pay for all time worked beyond forty (40) in a workweek.
23 Additionally, employees who are authorized to work outside their regular workday or regular
24 workweek (starting before their regular start time, working beyond the end of their regular shift or on
25 a regular day off) will be paid either overtime for such additional hours at one and one-half (1-1/2)
26 times the employee's regular hourly rate of pay or compensatory time at the rate of one and one-half
27 (1-1/2) times the amount of overtime hours actually worked. Salaried employees shall not be eligible
28 for overtime or compensatory time.

1 Examples:

- 2 • Employees who are authorized to work before or after their regularly scheduled hours of
3 work are eligible for OT/CT, regardless if they had BT/CT during the workday.
4 • Employees who are authorized to work on their regular day off will be eligible for OT/CT,
5 regardless if they had BT/CT during the workweek.
6 • Employees who work more than forty (40) hours in their workweek will be eligible for
7 OT/CT.

8 For the purpose of calculating overtime, an employee's workday shall be defined as beginning
9 with the first (1st) hour of their regularly assigned shift and continuing for a total of twenty-four (24)
10 consecutive hours. The workweek shall correspond to the biweekly pay period.

11 The business teams, with approval of the plant manager, shall draft procedures for assigning
12 overtime to an employee in a week in which that employee uses BT.

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

15 **A. Compensatory Time.** Accrued compensatory time shall be available for the
16 employee's use as paid time off the job, however, no more than 40 hours may be used as
17 discretionary time off in a calendar year without the section manager's approval. Compensatory time
18 used does not count as time worked. Accrued compensatory time in excess of forty-eight (48) hours
19 (eighty (80) hours) where requested by the employee) shall be paid off at the conclusion of each
20 calendar year quarter at the employee's regular hourly rate of pay. A current balance of
21 compensatory time hours available will be shown on the biweekly pay stub. Employees may not use
22 compensatory time until it is earned and is shown on the biweekly pay stub.

23 **B. Overtime/Compensatory Time Option.** The supervisor and the employee shall
24 determine which form of compensation will be provided. The employee's preference for either
25 overtime pay or accruing compensatory time or a combination thereof will be honored. However,
26 business needs may prevent the employee from earning compensatory time in lieu of overtime pay.
27 Whenever possible, this selection shall be made prior to the employee beginning the overtime
28 assignment.

14.4 Compensation for Call-in, Call-back, and Hold-Over Overtime Assignments

As a result of working overtime on a call-in, call-back, or hold-over basis the preceding workday/shift, employees will be compensated for time not worked due to rest. Decisions regarding when an employee will work beyond his/her regular workday/shift, or whether he/she is called back to work shall be made between the supervisor and the employee. This decision will be based on business needs and safety considerations. This section shall not apply to salaried employees.

Employees shall be eligible to receive one-half (1/2) hour of compensated rest time for each one (1) full hour of unscheduled overtime worked between the hours of 8:00 P.M. and 4:00 A.M.; or if the total number of hours worked (including their regular shift and overtime hours) equals or exceeds fourteen (14) continuous hours, when the employee is scheduled to work on the following day.

Employees may use compensated rest time to cover hours not worked the following day during their regularly scheduled shift. The employee must be scheduled to work the same or following calendar day to be eligible to earn or use compensated rest time. Compensated rest time is only available to cover regularly scheduled hours the same or following day; it may not be used for any other reason. Employees will not be able to bank, accrue, or be paid down compensated rest hours. Employees may be able to work their following entire work shift.

Employees may come in to work late the following workday and work the same number of hours they would normally work (if work is available).

14.5 Distribution of Overtime

Each Business Team shall develop policies and procedures regarding the method(s) of offering and assigning overtime. Such policies shall be in writing and should address the following:

- Fair and equitable distribution to the degree practicable.
- Provide for adequate rest periods to ensure employee safety.
- Address business needs and qualifications needed.
- Address emergency circumstances.

A copy of the Business Team Overtime policy/procedure shall be forwarded to the WTD HR office and to the Local 925 office. However, in any instance where the Business Team has not

1 developed written policies and procedures for the assignment of overtime, or where the overtime
2 work spans multiple Business Teams, or where the overtime work pertains to a capital project, the
3 Plant Manager shall have the discretion as to the manner and method by which such overtime shall be
4 assigned.

5 **14.6 Work Schedule Changes**

6 Fourteen (14) calendar days notice will be given an employee prior to implementing an
7 involuntary change in the employee's regular schedule, except in cases of emergency. An
8 employee's schedule may not be changed in isolated instances (for example, bringing an employee
9 off day shift to backfill for shift crew that night, or changing an employee's schedule one week from
10 Monday through Thursday to Tuesday through Friday in order to perform duties on Friday) solely for
11 the purpose of avoiding the payment of overtime, except as provided in Section 14.7. However,
12 nothing in this section shall prevent the change of an employee's regular schedule to another regular
13 schedule (subject to the 14-day notice requirement where applicable), including when the rationale
14 for doing so is to reduce or prevent instance of overtime.

15 As provided in Section 14.1, WTD management agrees to bargain over the non-monetary
16 effects to those schedules specifically described in Section 14.1

17 **14.7 Schedule Adjustment for Training**

18 **A. Mandatory Training.** Mandatory training shall be compensated as hours worked.
19 Such training must be scheduled during the employee's regular schedule, if possible, to avoid
20 overtime. Employees shall not be required to schedule adjust for mandatory training except when
21 required to avoid working over 14 hours in a 24-hour period. (Note: OIT training shall be
22 considered mandatory training for purposes of this section.)

23 **B. Training in Support of Career Advancement.** Employees who elect to pursue
24 advancement through job progression or the competitive bid process are encouraged to work with
25 their supervisor on a meaningful Individual Training and Development Plan (ITDP). While
26 compensation for training time may be approved, employees seeking advancement are expected to
27 attain any needed skills and knowledge through independent self study and attendance at training off
28 hours. Training time shall be compensated in compliance with the Fair Labor Standards Act (FLSA)

1 and state wage and hour legal requirements. Training time, not compensated under a legal
 2 requirement, may be compensated when attended during regular work hours, if approved through the
 3 request for training process. Approval for such paid training time will be granted or not granted in
 4 consideration of budget, workload and relevance of the training to the employee's advancement goal.
 5 Schedule adjustments may be approved to align paid training time with an employee's assigned work
 6 hours. Overtime will not be granted for training unless approved by the Section Manager or required
 7 under the FLSA.

8 C. Other Training. Compensation for time in training and costs of training, such as
 9 tuition, for career enhancement shall be granted in accordance with the WTD training policy.

10 14.8 Schedule Adjustment

11 With Supervisor approval, employees that work non-rotating shifts can temporarily
 12 request a schedule adjustment with fourteen (14) day notice to their supervisor.

13 Example:

14 An employee that normally works a 4-10s schedule M-Th can request to schedule
 15 adjust to either a 5-8s schedule M-F or a 4-10 schedule and shift their work week to Tu-F.

16 **ARTICLE 15: BENEFIT TIME**

17 15.1 General Description

18 The Benefit Time (BT) Program recognizes the need for scheduled time away from the job
 19 (vacation and holidays) for personal reasons and for occasions when the employee must be away
 20 because of illness or injury. BT is the bank of time accrued for use during scheduled paid time off
 21 and unscheduled paid time off (excluding military leave, bereavement leave and jury duty). The
 22 program is designed to meet two primary goals. The first is to increase operating efficiency, and the
 23 second is to treat employees with dignity and respect.

24 **Eligibility:**

25 Full-time regular, part-time regular, provisional, probationary and term-limited temporary
 26 (TLT) employees shall accrue benefit time as specified in 15.4.

27 15.2 Principles

28 A. The Benefit Time Program is intended to provide a productive workplace where

1 employees are encouraged to be healthy and regularly be at work.

2 **B.** Operational efficiency is increased by the responsible management of the benefit
3 time usage.

4 **C.** Standards for BT usage will be developed and monitored by the Employer. These
5 standards will recognize the diverse needs of the workplace and individual business team needs. The
6 Employer will consult with the Union regarding these standards prior to implementation.

7 **D.** Problems regarding benefit time usage will be resolved in a positive manner
8 consistent with good coaching and conflict resolution principles.

9 **E.** The Labor/Management Committee is responsible for overseeing any refinements
10 or improvements to the BT Program.

11 **15.3 Guidelines**

12 **A.** BT is to be used for holidays, vacations, prescheduled medical appointments,
13 unexpected short-term absences, illnesses and injuries and donations, and absences to care for family
14 members pursuant to federal/state law, and the County's Family Medical Leave Policy and this
15 Agreement. The employee is responsible for managing the use of their paid time off.

16 **B.** In order to use BT, the hours used must have been accrued by the pay period
17 preceding the absence.

18 **C.** Employees are required to submit requests and receive approval for scheduled time
19 off as far in advance as possible to facilitate business team planning, but at least prior to the end of
20 the previous shift/workday.

21 **D.** Employees are required to notify the Employer each day of any unscheduled
22 absence.

23 **E.** All BT shall be coordinated with, and supplementary to, workers' compensation.

24 **F.** Except for salaried employees, employees who become ill or injured while at work
25 shall be paid the applicable accrued benefit time for that portion of the shift that they are unable to
26 complete.

27 **G.** As established in the BT Standards, employees unable to work because of any
28 other personal emergency shall be allowed to use BT for any unworked but scheduled hours.

1 **H.** For purposes of leave administration with respect to protected leave
 2 notwithstanding, with County approval, Employees may be allowed to use up to 520 hours of BT in a
 3 single instance.

4 **15.4 Benefit Time Accrual**

5 The BT Program is built on the sum of vacation leave, sick leave, and holiday pay and is
 6 based on a bi-weekly accrual rate available to the employee as it is accumulated on a 2,080 hour year.

7 Benefit Time accrual shall be based upon County-wide seniority in accordance with the
 8 following schedule:

Accrual Rates			
Years of Employment	Annual	Bi-weekly	Hourly
Less than 5 years	288	11.07692	0.13846
5 years but less than 8 years	312	12.00000	0.15000
8 years but less than 10 years	320	12.30769	0.15385
10 years but less than 16 years	352	13.53846	0.16923
16 years but less than 17 years	360	13.84615	0.17308
17 years but less than 18 years	368	14.15384	0.17692
18 years but less than 19 years	376	14.46154	0.18077
19 years but less than 20 years	384	14.76922	0.18462
20 years but less than 21 years	392	15.07692	0.18846
21 years but less than 22 years	400	15.38461	0.19231
22 years but less than 23 years	408	15.69230	0.19615
23 years but less than 24 years	416	16.00000	0.20000
24 years but less than 25 years	424	16.30769	0.20385
25 or more years of service	432	16.61538	0.20769

18 There shall be no limit on the amount of BT accrued.

19 **15.5 Donation of Benefit Time (BT) and/or Compensatory Time (CT)**

20 Employees will be allowed to donate their accrued BT and/or compensatory time to other
 21 employees who are unable to work due to personal circumstances, e.g., illness, injury or personal
 22 emergency. There is no limit to the amount of accrued BT and/or CT that can be donated. Hours
 23 must be donated in one-hour increments.

24 This donation of BT and/or CT will only be permitted in those situations where the employee
 25 to whom the hours are being donated, has or will shortly be exhausting his/her BT and/or CT. This
 26 shall be confirmed with Payroll prior to the commencement of donations by other employees.

27 No donation will be permitted in situations where the employee is on industrial injury status
 28 and is receiving workers' compensation benefits.

1 Requests for donation will be considered on a case-by-case basis and will be coordinated by
2 the Union shop stewards. The amount of benefit time and/or compensatory time donated shall be
3 based upon the anticipated length of time the employee will be absent from work, as supported by
4 available documentation from the employee's physician.

5 Employees wishing to donate hours to another represented employee must complete a
6 donation form and submit it to his/her section manager. The manager will approve the form based
7 upon the above criteria and forward it to the Payroll Section.

8 Donated hours not used within 90 days of donation shall revert to the donor.

9 Upon receipt of the donation request, Payroll will process the request, and the hours will be
10 transferred to the employees benefit time account in the next regular payroll cycle.

11 **15.6 Cashout**

12 **A. UPON RETIREMENT OR DEATH**

13 Upon retirement from the County or death, an employee or their beneficiary, shall be paid for
14 up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

15 All BT in excess of four hundred and eighty (480) hours shall be cashed out at 35% upon
16 retirement

17 Retirement means an employee is eligible, applies for and begins drawing a pension from
18 PERS or the City of Seattle Retirement Plan immediately upon terminating employment.

19 **B. UPON SEPARATION**

20 An employee, upon separation with the County, shall be paid for up to four-hundred eighty
21 (480) hours of accrued benefit time (BT) at 100%.

22 If an employee resigns without giving two weeks notice, the employee will forfeit thirty-three
23 percent (33%) of his or her accrued BT for that calendar year. They will be paid one-hundred percent
24 (100%) of the remaining hours up to a maximum of 480 hours.

25 If an employee leaves the Employer after working less than six (6) months, the employee will
26 forfeit sixty percent (60%) of his or her accrued BT. He or she will then be paid 40% of their accrued
27 BT at his or her regular rate of pay.

28 If the employee is terminated for just cause, the employee will forfeit thirty-three percent

1 (33%) of their accrued BT for that calendar year. They will be paid one hundred percent (100%) of
2 the remaining hours up to a maximum of 480 hours.

3 **15.7 Holidays**

4 Employees are expected to manage their use of BT to cover paid time off for holidays. If a
5 new employee does not have accrued BT to cover a holiday because it is too close to his or her hire
6 date, the employee's next paycheck will be short by the hours that his or her BT bank does not cover.

7 Except for salaried employees, all work performed on the following holidays shall be paid at
8 the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked:

- 9 • New Year's Day
- 10 • Martin Luther King's Birthday
- 11 • Washington's Birthday (also known as President's Day)
- 12 • Memorial Day
- 13 • Independence Day
- 14 • Labor Day
- 15 • Veterans Day
- 16 • Thanksgiving Day
- 17 • Day after Thanksgiving Day
- 18 • Christmas Day
- 19 • Day before or after Christmas Day (as scheduling requires for non-shift workers; shift
20 workers will observe the day before Christmas as the holiday)

21 Holidays will be on the actual day of the holiday for shift crews and on the day King County
22 observes the holiday for employees whose workdays are between Monday and Friday, inclusive.
23 Shift employees required to work on Christmas Eve will be paid one and one-half (1-1/2) times the
24 employee's hourly rate of pay for all hours worked.

25 **15.8 Holiday Shift Changes**

26 Work schedule changes during holiday workweeks shall be made by the supervisor or
27 requested by the employee at least fourteen (14) days prior to the holiday, or when a holiday work
28 schedule is set by a business team.

1 The decision to modify an employee's work schedule during a holiday workweek shall be
2 made by the employee's supervisor and business team(s) based on mutual benefit to the employee
3 and the business need. Individual employees may not modify their work schedule without prior
4 approval of their supervisor and/or business team(s).

5 **15.8.1 Holidays for Laboratory Employees**

6 Laboratory employees working a weekend rotating shift will observe the actual holiday.
7 Laboratory employees working a Monday through Friday shift will follow the observed holiday
8 schedule. Employees shall not observe a holiday more than once. For example, an employee
9 working Monday through Friday who then works the weekend shift shall be considered to be working
10 the weekend and therefore shall observe a Saturday holiday on the actual day (Saturday).

11 **15.9 Benefit Time Scheduling**

12 Benefit Time requests submitted between January 15 and February 7 of each year shall be
13 considered for approval in order of WTD-Wide seniority for the following 52 weeks beginning
14 February 8.

15 BT requests made between January 15 and February 7 shall be approved or disapproved by
16 February 21. Benefit Time requests submitted on or after February 8 each year shall be given
17 preference in the order received. All Benefit Time requests shall be approved or disapproved within
18 a 14 calendar day period.

19 **15.10** Management commits to SEIU participation in a BT Standards Committee which will
20 update and modify relevant sections (BT-related) of the current Workforce Standards.

21 **ARTICLE 16: JOB PROGRESSION**

22 **16.1 Purpose And Intent**

23 The Employer and the Union agree to maintain a job progression system that provides
24 employees the opportunity to be reclassified from one level to the next higher level of the following
25 classification families.

- 26 • Operator-in-Training to Wastewater Treatment Operator to Wastewater Treatment
27 Senior Operator
- 28 • Industrial Maintenance Mechanic to Industrial Maintenance Master Mechanic

- 1 • Inventory Purchasing Specialist I to Inventory Purchasing Specialist II
- 2 • Gardener to Senior Gardener
- 3 • Utility Worker 1 to Utility Worker 2

4 Advancement will be based upon the employee (advancement candidate) meeting specific
5 criteria, which demonstrates that the employee possesses the knowledge, skills and abilities to
6 perform the full scope of duties required at the higher level. The Process Lab Specialist, Process
7 Engineers, and Process Analyst classification families will maintain their existing job progression
8 criteria.

9 The goals of the Job Progression Program are to provide covered employees in certain job
10 classification families with the opportunity for career growth, to meet the Wastewater Treatment
11 Division's future workforce needs and to support King County's policy of providing employees with
12 internal career growth opportunities.

13 Employees participating in the program are expected to demonstrate initiative in seeking the
14 training, work experiences and assignments needed to develop the skills needed to advance.
15 Employees are encouraged to use supervisory feedback, the quarterly performance meetings, the
16 annual performance evaluation process and the annual Individual Training and Development Plans as
17 tools to support their efforts to advance through job progression. Employees will be expected to take
18 advantage of employer provided training as well as pursue self study and training on their own to
19 achieve advancement.

20 **16.2 Job Progression Wage Structure**

21 Progression candidates may apply for advancement to an annually convened review board
22 after successful completion of their probationary period or having completed one regular annual
23 performance appraisal period with an above standard rating (3.6667 to 4.333). Upon
24 recommendation for advancement from the review board, the advancement candidate will advance to
25 the step in the higher classification that provides a one step increase (approximately 5%) over their
26 former pay step on the first of the pay period following the board's recommendation.

27 **16.3 Progression Criteria**

28 An employee who has successfully passed probation in a classification that provides for

1 progression to the next higher classification can progress from any pay step upon recommendation of
2 a review board established for the purpose of evaluating employee readiness to perform at the higher
3 level. The review board will meet annually and determine the following:

- 4 1. Whether the candidate possesses the certifications and licenses required at the
5 higher classification level;
- 6 2. Whether the candidate has completed all required training;
- 7 3. Whether the candidate has achieved an above standard rating (3.6667 to 4.333) on
8 their last performance evaluation or probationary evaluation; and has successfully completed any/all
9 formal performance improvement plans;
- 10 4. Whether the candidate has sufficient experience at the established level in critical
11 areas and under critical circumstances to demonstrate competent performance at the higher level
12 classification;
- 13 5. Whether the candidate has passed, at the established level, any required knowledge,
14 skills, general competency and/or specific technical proficiency tests;
- 15 6. Whether the candidate has been free of discipline for a minimum of one year and
16 all disciplinary issues are resolved to the satisfaction of the Review Board.

17 **16.4 Job Progression Timeline**

18 Applications for Job progression should be made by November 30th. The Division commits
19 to publishing the timeline for job progression. The timeline will be published no later than six weeks
20 after closing the application process.

21 **16.5 Job Progression Portfolio**

22 A job progression candidate's portfolio should contain information supporting the candidates
23 qualifications to progress. The portfolio may contain documents such as certificates or work orders
24 that indicate the candidate's ability to perform at the higher classification. Information provided in
25 the portfolio can come from any experience a candidate has had before or during being employed by
26 King County. A portfolio may also contain documents that support a candidate's leadership or ability
27 to work in adverse conditions.

28 **16.6 Operator-In-Training**

1 Job Progression is mandatory for the Operator-In-Training (OIT) classification. OIT's who
2 fail to meet the requirements for advancement to Wastewater Treatment Operator, within two years
3 of appointment, shall be eligible to fill an open bargaining unit position, for which they qualify, at the
4 same or lower pay range or shall be terminated.

5 It is understood by the parties that this provision shall not serve as setting a precedent for
6 other classifications in the bargaining unit.

7 The purpose of the Operator-In-Training (OIT) classification is to provide an entry-level
8 classification in the Operator Classification Family for individuals lacking the experience and
9 certification to qualify for entry into the Operator classification. The goal is to train the incumbents
10 so as to allow them to develop the proficiencies to perform at the Operator classification and to
11 concurrently compensate them at the level for which they are qualified.

12 Under normal circumstances, new OITs are hired into the day operations group. Once hired,
13 the OIT and their supervisor will develop a training plan which will be used in scheduling training
14 and which will be focused upon providing the employee with basic operating skills and a basic
15 understanding of the plant. While in day operations, they will provide operations support under the
16 supervision of Operators and Senior Operators, which will provide some training opportunities.

17 While it is possible to learn some aspects of operations while on days, it is necessary that an
18 OIT be assigned to shift for training purposes, as this is the only way to become knowledgeable about
19 the interrelations between different treatment processes and familiar with the idiosyncrasies of the
20 plant over various weather/season conditions.

21 A major goal of the organization is to progress OITs to the Operator classification and
22 increase their skills as an Operator once they do so, in as timely a manner as possible commensurate
23 with their skills and within the limits of the business need. In order to do this, it is important that the
24 OIT work with his/her Supervisor to identify training opportunities that further this goal with the
25 recognition that compensation will progress in accordance with the employee's movement through
26 each classification of the family.

27 In order to be effectively trained, it is important that the new OIT receive one-on-one training
28 for a period of time; however, it is expected that s/he will be given greater responsibility to work an

1 area over time. Following is a proposed set of standards for determining when an OIT will be
2 allowed to work in an area under general supervision.

3 1. When the OIT is assigned to shift, s/he will work with his/her Supervisor to
4 develop a training plan, including which plant area s/he will be learning.

5 2. Until the OIT has successfully completed the supervisor's training plan for the
6 area, and has been assessed as competent to perform in the area, s/he will not be assigned to an area
7 alone. If it is normally a two (2) person area, the second person must be a fully qualified
8 Operator/Senior Operator and a routine check-in must be maintained with the OIT having clear
9 instructions regarding contacting either the other Operator/Senior Operator or their Supervisor if
10 there are any situations outside his/her training. In this case, a qualified Operator/Senior Operator
11 will be dispatched to the area to work with the OIT and to provide training as to how to deal with the
12 new situation.

13 3. At no time will two (2) OITs be assigned to work in the same area unless it is under
14 the direct supervision of an Operator/Senior Operator.

15 4. Once an OIT has been trained and assessed as competent in an area, s/he may be
16 assigned to work that area under general supervision; however, it is expected that s/he continues to
17 contact his/her Supervisor, who will dispatch a qualified Operator/Senior Operator when situations
18 outside his/her experience occur to assist him/her to learn how to deal with them. Such interactions
19 will be documented in the area log.

20 5. While assigned to the crew in a training mode, the OITs will not be used as an
21 excuse to allow additional crew members to take time off. The OIT is not to be assigned to operate
22 an area without direct or close indirect supervision until they have been trained and assessed as
23 competent in the area.

24 6. In the event that the Supervisor has determined the crew size has dropped below
25 the level required for safer operation of the plant, an OIT may be used to operate an area for which
26 they have been trained and assessed as competent without requiring the call in of an Operator. In this
27 circumstance, the Supervisor will assign, in writing, an upgrade subject to Article 13.2 of the
28 Collective Bargaining Agreement.

1 7. Once an OIT has been trained and assessed as competent in an area and has worked
2 the area on shift for a period of six (6) months (from the date of competency) to gain proficiency, s/he
3 will normally be returned to day operations. In the event management has a legitimate business need
4 to retain the area competent OIT beyond the timeframes specified herein, the issue shall be referred to
5 the LMC for review and discussion, to ensure that the training needs of other OITs are not negatively
6 impacted.

7 **Definitions:**

8 1. Direct Supervision - An employee shall be considered as working under direct supervision
9 when working alongside or in the immediate vicinity of another employee who has been assigned
10 responsibility for training the lower level employee.

11 2. Close Indirect Supervision - An employee shall be considered as working under close
12 indirect supervision when a higher level employee is assigned primary responsibility for the area or
13 tasks and is present in the general work area of the trainee.

14 3. General Supervision - An employee shall be considered as working under general
15 supervision when working independently with a minimal level of supervision that is typical of a
16 journey or higher level employee.

17 **16.7 The Review Board**

18 The Review Board will convene annually to review all applications for Job Progression
19 advancement. The Board will consist of members of the management team, human resources,
20 supervisors of the candidates, subject matter experts from the management and bargaining unit ranks
21 as selected by management and two organizational union representatives from SEIU 925. The
22 Review Board will have established protocols for evaluating whether each candidate for advancement
23 possess the knowledge, skills and abilities needed to perform the full scope of duties of the higher
24 classification for which they are seeking to advance.

25 **16.8 Oversight and Union Involvement**

26 The Employer and the Union agree to support the job progression program by assisting
27 employees in acquiring achieving the knowledge, skills and abilities to perform, by encouraging
28 employee initiative and by constructively identifying barriers and working together through a

1 continuous improvement approach. The Labor Management Committee will serve in an oversight
2 capacity, regularly reviewing program progress through supervisor and employee reports, employee
3 training and development data, consultant recommendations and program work plans.

4 The Employer and Union agree to use the Labor Management Committee forum to resolve
5 issues and engage in problem solving discussions regarding the administration, implementation and
6 maintenance of the program, set program goals and collaborate on communications. Management
7 will have the final decision for which candidates progress.

8 **16.9 OIT Pilot Program**

9 The parties agree to pilot the new OIT program that is jointly developed in LMC as described
10 in Attachment 1.

11 **ARTICLE 17: BENEFITS**

12 **17.1 Benefit Plan Administration**

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

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

20 A. There is an established County-wide Labor/Management Insurance Committee
21 (JLMIC) comprised of an equal number of representatives from the Employer and the King County
22 Labor Coalition whose function is to review, study, and make recommendations relative to existing
23 medical, dental, and life insurance programs.

24 B. The Union and the Employer agree to incorporate changes to employee insurance
25 benefits which the County may implement as a result of the agreement of the JLMIC.

26 **17.2 Eligibility**

27 Regular, probationary, and term limited temporary employees, their spouses, domestic
28 partners, eligible dependent children, and eligible dependent children of an employee's spouse or

1 domestic partner are eligible for medical, dental, vision, disability, and life insurance benefits upon
2 the first of the month following the date of hire.

3 **17.3 Retirement**

4 Bargaining unit employees are currently covered by either the Public Employees Retirement
5 System or by the City of Seattle Retirement System. All terms, conditions, and benefits shall be
6 pursuant to the laws, ordinances, and rules and regulations governing these retirement systems.

7 **17.4 Workers' Compensation**

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

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

18 **C.** Employees who become injured while at work shall be paid at their regular rate of
19 pay for the remaining portion of the shift that they are unable to complete.

20 **D.** Employees who miss work due to on-the-job injuries will continue to accrue
21 Benefit Time on straight-time hours of work lost, for a maximum of sixty (60) workdays missed
22 during each calendar year.

23 **E.** While on workers' compensation, the employee must do the following:

24 **1.** Notify the Employer's Workers' Compensation Office if unavailable for
25 more than twenty-four (24) hours during a regular workweek, from Monday through Friday.

26 **2.** Inform the Employer's Workers' Compensation Office, in writing, of other
27 employment or compensation received while being paid workers' compensation.

28 **3.** Respond or be available for medical treatment, medical examination,

1 vocational rehabilitation, consultation, or services. If records indicate two (2) "no shows" for
2 scheduled medical or vocational services, the Employer may request suspension of benefits.

3 4. Accept alternative work when authorized by the employee's physician as
4 being able to do so.

5 5. Maintain eligibility for workers' compensation under state regulations.

6 6. Attend all meetings and independent medical examinations scheduled by
7 the workers' compensation staff or the employee's division concerning the employee's status or
8 claim when properly notified at least twenty-four (24) hours in advance of such meeting or
9 examination unless other medical treatment is scheduled on the same date which conflicts with the
10 Employer's scheduling.

11 F. Employees will be provided a copy of the rules in this section when they file a
12 claim for workers' compensation.

13 17.5 'Home Free' Guarantee

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

20 17.6 Executive Leave

21 FLSA exempt employees with satisfactory performance evaluations for the preceding
22 calendar year who are covered by this Agreement shall receive three days of Executive Leave per
23 calendar year. Executive Leave up to seven additional days per year, as provided in Executive Policy
24 8-1-2, may be granted at the discretion of the Employer.

25 17.7 Training

26 WTD is committed to supporting the career development of its employees. To that end, WTD
27 has developed a policy which provides opportunities for employees to receive compensation and/or
28 reimbursement for job-related and career-related training. The Employer reserves the exclusive right

1 to develop and administer the WTD training policy in accordance with business needs and available
2 training resources (consistent with the terms of this Agreement). However, prior to making any
3 changes in the WTD training policies, the Employer will consult with the Union at the parties' Labor
4 Management Committee meetings to discuss with, and receive input from, the Union on such
5 changes.

6 **17.8 Meal Reimbursement**

7 **1. Regularly Scheduled Workday.** Employees shall be eligible to receive a meal
8 premium pursuant to the established "dinner rate" under the following conditions:

9 a. the employee is required to work two or more hours beyond the number of
10 hours the employee is regularly scheduled to work in a day; and

11 b. the employee works at least ten consecutive hours; and

12 c. the employee is not notified of the requirement to work the extra hours prior
13 to the calendar day the extra hours are worked.

14 **2. Regular Day Off.** Anytime an employee is called in (unscheduled) on a regular day
15 off and works more than ten consecutive hours, the employee shall be entitled to a meal
16 reimbursement (except when that employee is called in to work a rotating shift).

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

18 **18.1 Leaves of Absence With Pay**

19 **A. Bereavement Leave.** Employees eligible for leave benefits shall be entitled to up
20 to three working days of bereavement leave for each occurrence of death of members of their
21 immediate family (as defined below) or another close relationship that may be justified in writing to,
22 and approved by, the plant manager (using WTD forms). Bereavement leave shall be taken in full
23 day increments. The maximum total number of bereavement days an employee may take in a single
24 calendar year is six. Employees who have exhausted their bereavement leave (that is, exhausted
25 either the 3-day single occurrence amount or the 6-day yearly amount) shall be entitled to use up to
26 three days of accumulated leave for each instance of death as prescribed herein. In cases of family
27 death where no accumulated leave is authorized or exists, an employee may be granted leave without
28 pay. Holidays or regular days off falling within the prescribed period of absence shall not be charged

1 against the bereavement leave allowance. "Immediate Family" means the spouse, child, parent, son-
2 in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner, and the child, parent,
3 sibling, grandparent or grandchild of the spouse or domestic partner.

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

11 **C. Military Duty/Training Leave.** An employee who is a member of the
12 Washington National Guard or any organized reserve of the Armed Forces of the United States, and
13 is ordered to be on active training duty, shall be allowed military leave in accordance with federal
14 law. The employee must present orders for active or inactive training duty to his/her supervisor prior
15 to taking leave. The employee may receive military leave for weekend reservist duty.

16 **18.2 Leaves of Absence Without Pay**

17 Employees may request a leave of absence without pay by presenting a Leave of Absence
18 Without Pay (LWOP) Request Form to their immediate supervisor along with any supporting
19 documentation. The decision to grant a leave of absence without pay shall be at the discretion of the
20 Employer, except that the Employer shall grant leaves of absence without pay for the following
21 reasons and lengths of time.

Type of Leave	Time
Family leave Maternity, paternity, adoption	Leave without pay after exhaustion of FMLA/KCFML protected leave may be approved, depending upon the operational needs of the agency, for a period not to exceed one year.

Type of Leave	Time
Medical leave	Additional unpaid Medical leave may be granted, after FMLA/KCFML is exhausted, as a reasonable accommodation if such leave will enable the employee to return from work and perform the essential functions of their position either with or without reasonable accommodation. Such leave must be certified by a physician. This unpaid Leave of Absence, following the exhaustion of FMLA/KCFML, will not exceed one year.
Military leave Active duty	Five (5) years unless otherwise required by law
Union business (as an officer or employee of the Union)	As required

18.3 Return from Leave of Absence

Employees wanting to return from a medical leave of absence, or who need to extend the leave of absence beyond the original return date, must provide an acceptable medical release from their attending health care provider. Absent a release from the employee's health care provider; the employee may be required to be examined by a physician of the Employer's choice at the Employer's cost to determine the employee's right to either a continuing leave or return to work status. Disputes concerning an employee's own medical leave are subject to provisions of King County Policy PER 22-4-2 (AEP) Disability Accommodation in Employment.

Employees will be re-employed in their former classification at the end of the leave, provided the employee is able to perform the essential functions of their position either with or without reasonable accommodation. Seniority and Benefit Time accrual rates based upon seniority established at the time of departure on leave of absence shall be restored when the employee returns to work. No seniority or benefits will accrue while on a leave of absence without pay in excess of thirty (30) calendar days except as provided in this Agreement. In the case of Union business, employees granted leave will continue to earn seniority.

18.4 King County Family Medical Leave

Bargaining unit members shall be granted benefits consistent with all provisions of King County's Family and Medical Leave Act (KCFML) Ordinance, No. 13377. This includes but is not limited to eligibility requirements, terms, conditions and restrictions. The parties agree to re-open negotiations over KCFML if terms are negotiated and agreed to in coalition bargaining which differ

1 from what the ordinance provides.

2 **ARTICLE 19: SAFETY STANDARDS**

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

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

11 **ARTICLE 20: SPECIAL CONDITIONS**

12 **20.1 Prior Ongoing Permanent Savings**

13 In order to memorialize the gainsharing distribution for ongoing permanent savings to the
14 wastewater program achieved under a prior collective bargaining agreement, a permanent adjustment
15 for past productivity gains will continue to be added to the base hourly pay rate for all employees in
16 the bargaining unit prior to October 18, 2008. This amount shall be adjusted for COLA as described
17 in Appendix A.

18 **20.2 License and Tuition Reimbursement**

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

21 **20.3 Professional Licenses and Certifications**

22 Employees in the classifications and possessing the licenses listed below shall receive a \$50-
23 per-month premium for each such license/certification as follows:

- 24 a. Boiler license for all Operators regularly assigned to the rotating shift at West
25 Point;
- 26 b. Commercial Drivers License
- 27 c. Collections certificate for all operations and maintenance staff regularly assigned to
28 an off-site team);

- 1 d. Mobile crane operator or
- 2 e. Group IV Operator license
- 3 f. Backflow Assembly Tester certificate

4 The number of employees eligible for a premium under this section will be limited by
5 management according to business needs. Management will identify the maximum number of
6 employees eligible by classification and/or Business Team in a list provided to the union on an
7 annual basis.

8 **20.4 Shoe Allowance**

9 An employee who is required to wear safety shoes as a regular part of his/her duties will be
10 provided safety shoes through a voucher process with a yearly limit of \$200.

11 **20.5 Job Descriptions**

12 A joint task force of the Employer and Union shall review, change, and/or develop new job
13 descriptions as necessary for the classifications listed in Appendix A of this Agreement.

14 **20.6 Vehicle Usage Reimbursement**

15 Employees who use their own vehicles on the Employer's business shall be reimbursed at the
16 Internal Revenue Service rate currently in effect.

17 **20.7 Personnel Files**

18 The employee or his/her representative (if the employee so authorizes in writing) may
19 examine the employee's personnel files, including the division personnel file and the permanent
20 personnel file by contacting WTD Human Resources staff. Only appropriate information shall be
21 maintained in an employee's personnel file.

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

24 **20.8 Performance Evaluation/Development Review**

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

28 The Employer and the Union shall jointly develop the performance evaluation/development

1 system to be used. The Employer will provide training on the appropriate use of the performance
2 evaluation/development review process.

3 Employee's performance shall be evaluated once per year. A copy of the final evaluation will
4 be provided to the employee, and a copy will be placed in the employee's permanent personnel file.
5 The employee will be given an opportunity within thirty (30) days of the evaluation to attach
6 comments to the evaluation in the personnel file.

7 An employee may appeal the evaluation to the Section Manager if he/she disagrees with the
8 ratings.

9 **20.9 Legal Counsel**

10 Whenever an employee is named as a defendant in a civil action arising out of the
11 performance of the employee's duties and is acting within the scope of employment, the Employer
12 shall, at the written request of the employee, furnish counsel (or solely at the Employer's discretion,
13 reimburse the employee the cost of their private counsel) to represent the employee to a final
14 determination of the action, without cost to the employee.

15 **20.10 Drug and Alcohol Testing Policy**

16 The parties have agreed to implement the "Policy for King County Prohibited Drug Use and
17 Alcohol Misuse Education and Testing Program" (PER 15-1-2 Non-Safety Sensitive Employees and
18 PER 15-2-2 Safety Sensitive Employees hereinafter, "Drug and Alcohol Testing Policies") for
19 employee's occupying non-safety sensitive and safety sensitive positions with the following
20 modifications or additions:

21 **A.** All bargaining unit employees assigned to safety sensitive positions shall be
22 included in a single random testing pool of County employees (i.e., A bargaining unit member
23 receiving compensation for carrying a commercial license (CDL).

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

27 **C.** When available, a second supervisor will observe a reasonable suspicion test and
28 complete related forms in accordance with the Drug and Alcohol Policies. For additional

1 information, review the King County Drug Use and Alcohol Misuse Education and Testing Program
2 Policies Handbook.

3 **20.11 Job Shadow**

4 Employees may be permitted to "Job Shadow" on a voluntary basis. Job Shadowing shall be
5 conducted during off duty time and without compensation. The off-duty employee shall be permitted
6 to observe only and may not perform work of any kind. Job shadowing must be approved in advance
7 by the Supervisor of the affected area. Such approval shall be in writing with copies forwarded to
8 WTD-HR, and the Union.

9 Injuries sustained during a job shadow activity are not subject to worker's compensation.

10 Job shadow participants will be required to observe all safety rules and wear appropriate
11 personal protective clothing/equipment.

12 In the event that emergency circumstances arise while an off duty employee is engaged in a
13 job shadow activity and the assistance of the off-duty employee is required, the employee will be paid
14 at his/her regular or overtime rate, whichever is applicable.

15 **20.12 Vashon Island**

16 Residence on Vashon Island may be required, as a condition of employment, for positions
17 located at the Vashon Island Wastewater Treatment Plant. Employees who transfer to the Vashon
18 Island Treatment Facility will be given a reasonable amount of time to establish residency on Vashon
19 Island, if it is required.

20 **ARTICLE 21: SAVINGS CLAUSE**

21 **A.** Should any section of this Agreement or any addenda thereto be held invalid by operation
22 of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any
23 provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be
24 affected thereby. In the event the Employer and the Union are unable to mutually agree upon
25 language to replace that held invalid by law or tribunal, the parties agree to resolve their disagreement
26 through the mediation and arbitration steps of the Article 10 - Conflict Resolution Procedure.

27 **B.** It is intended that this Agreement and the Employer's established personnel policies, rules,
28 and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in

1 conflict with this Agreement, their provisions shall be applicable to employees in the bargaining unit.
2 Wherever a conflict may arise between said personnel policies, rules, and regulations, and this
3 Agreement, the provisions of the Agreement shall control.

4 **ARTICLE 22: CONTRACTING OUT**

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

8 In the case of a circumstance that is beyond the control of the Employer at the time action is
9 required, that could not reasonably have been foreseen, and for projects which the Employer is not
10 reasonably able to provide the necessary tools, employees, or equipment to perform the work in a
11 timely and cost effective manner, the Employer shall be allowed to enter into temporary contract
12 arrangements for these purposes only. The Employer shall notify a work site leader and/or the
13 Local 925 business representative in advance and discuss the impact of and possible alternatives to
14 these arrangements, if any, on the bargaining unit.

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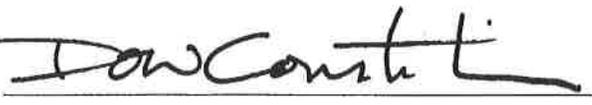
1 **ARTICLE 23: TERM OF AGREEMENT**

2 This Agreement shall become effective, upon full ratification by the parties (except where
3 otherwise provided for in this Agreement) and shall remain in effect through June 30, 2017.

4

5 APPROVED this 27 day of JUNE, 2014.

6

7 By: 

8

King County Executive

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10 For Service Employees International Union, Local 925:

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Tyler Bass, Field Director

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13



Bryce Van Werven, Chapter President

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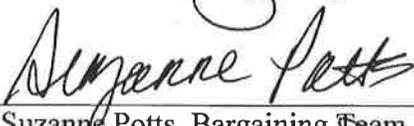
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Denise Chanez, Bargaining Team Representative

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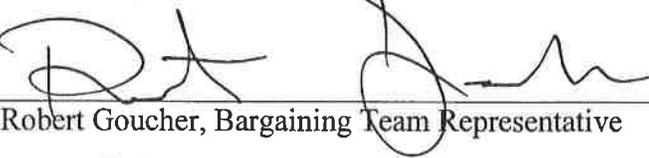
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Suzanne Potts, Bargaining Team Representative

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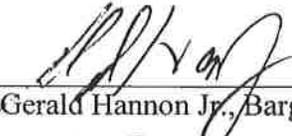


Robert Goucher, Bargaining Team Representative

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Gerald Hannon Jr., Bargaining Team Representative

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Robert Emery, Bargaining Team Representative

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APPENDIX A

COST OF LIVING ADJUSTMENTS AND WAGES

A. Classifications and Rates of Pay

The classifications covered under this Agreement shall be compensated on the County's Squared Salary Table on the ranges set forth below:

cba Code: 011

Union Code: A2

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
9440300	942402	Crew Chief	53	2-4-6-8-10
9101100	912103	Custodian	37	2-4-6-8-10
9101000	912001	Custodian - Assistant	26	2-4-6-8-10
9200100	921101	Gardener	43	2-4-6-8-10
9200200	921201	Gardener - Senior	48	8-10
7540700	954000	Helper (Seasonal)	30*	2-4-6-8-10
8423100	844101	Industrial Engine Mechanic	55	2-4-6-8-10
8301100	831101	Industrial Instrument Technician	57	8-10
8301200	831201	Industrial Instrument/Electrical Technician - Lead	61	10
8424100	844201	Industrial Lubrication Systems Specialist	51	2-4-6-8-10
8421100	842401	Industrial Machinist	55	2-4-6-8-10
8421200	842501	Industrial Machinist/Mechanic - Lead	59	10
8203100	822201	Industrial Maintenance Electrician	57	8-10
8420200	842201	Industrial Maintenance Mechanic	51	4-6-8-10
8420300	842301	Industrial Maintenance Mechanic - Master	55	8-10
8420100	842101	Industrial Maintenance Worker	42	6-8-10
8106100	812104	Industrial Painter	51	2-4-6-8-10
2211100	221503	Inventory Purchasing Specialist I	42	1-2-4-6-8-10
2211200	221606	Inventory Purchasing Specialist II	46	2-4-6-8-10
2211300	221705	Inventory Purchasing Specialist III	49	10
7532100	754301	Process Laboratory Specialist I	48	2-4-6-8-10
7532200	754401	Process Laboratory Specialist II	52	2-4-6-8-10
7532300	754501	Process Laboratory Specialist III	56	2-4-6-8-10
2334100	234102	Safety and Health Administrator I	43	2-4-6-8-10

Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks

July 1, 2013 through June 30, 2017

011C0114

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Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
2334200	234201	Safety and Health Administrator II	48	2-4-6-8-10
2334300	234301	Safety and Health Administrator III	54	2-4-6-8-10
2334400	234405	Safety and Health Administrator IV	63	2-4-6-8-10
7120100	713102	Wastewater Process Analyst I	54	2-4-6-8-10
7120200	713202	Wastewater Process Analyst II	59	2-4-6-8-10
7120300	713301	Wastewater Process Analyst III	64	2-4-6-8-10
7130100	711204	Wastewater Process Engineer I	57	2-4-6-8-10
7130200	711303	Wastewater Process Engineer II	66	2-4-6-8-10
7130300	711404	Wastewater Process Engineer III	70	2-4-6-8-10
4210100	421309	Wastewater Support Specialist	43	1-2-4-6-8-10
7540200	756202	Wastewater Treatment Operator	51	1-2-4-6-8-10
7540300	753602	Wastewater Treatment Operator - Senior	55	8-10
7540400	756402	Wastewater Treatment Operator - Senior in Charge	60	9
7540100	756101	Wastewater Treatment Operator-in-Training	38	6-8-10
7540600	756601	Wastewater Treatment Utility Worker I	37	2-4-6-8-10
7540900	756902	Wastewater Treatment Utility Worker II	43 ¹	2-4-6-8-10

* Helper employees in the Supported Employment Program will be paid ninety-five percent (95%) of the appropriate step of Range 30.

¹ Prospective step placement on new range upon implementation of this agreement. Step placement on new range: closest step on new range not resulting in a decrease. Employees at Step 10 at the time of implementation of this agreement for more than 1 year will be step placed at Step 10 of the new range.

Teach/Lead/Coach (TLC) Handbook

King County
Wastewater Treatment Division and
Service Employees International Union, Local 925

Revised (8/5/04)



King County



Clean Water - A Sound Investment

I. GUIDING PRINCIPLES

- Recognizing positive and corrective work performance and behaviors.
- Partnership between supervisor/shop steward, working together for the benefit of the individual.
- Taking personal responsibility.
- Non-judgmental
- Solution-oriented
- Resolving issues at lowest level possible.
- Consistent approach.
- Defined responsibilities.
- No surprises.
- Collaborative working relationship
- Positive Strive for a "win/win" situation
- Minimize need for manager-level decision making
 - Pass along information to managers
 - Leave decision making to supervisors
 - Manager may set boundaries
- Open communication - everybody involved
- Minimize personality-based decisions
- Utilize training
- Mediator role depends on issue
- Forget the past and deal with the present issue

II. WHAT IS TLC?

- TLC is positive and/or corrective feedback.
- TLC is a supervisor giving feedback about the employee's performance or behavior.
- TLC is also known as: inform, advise, discuss, comment, counsel, guide, instruct, educate, direct, recommend, remind, manage, explain, clarify, etc.
- TLC is informal or formal feedback (immediate feedback with employee or a scheduled meeting).
- TLC is oral or written feedback, or both.
- TLC is documented in the supervisor's log or supervisor's personal working file (not in official personnel file or plant personnel file).
- TLC is non-disciplinary, but if employee's performance or behavior does not improve, TLC documentation can be used toward discipline.

III. WHEN SHOULD TLC OCCUR?

- TLC should occur when an employee's performance is positive.

Example: Today, I received a compliment from Bob about your work on the Hydraulics class. He appreciated how you were able to gather and organize the information by the deadline, and present it in a logical, understandable manner.

- TLC should occur when an employee's performance or behavior requires correction.
Example: Today, I received a concern from Bob regarding your work on the Hydraulics class. He said you had a deadline of 2 weeks to develop the curriculum. You assured him that it was going to be ready on time. The day it was due, you asked Bob for a 2-day extension. Tell me what happened?

IV. ROLES

Desired Approach

- Acknowledge positive performance by individuals and teams
- Collaborative working relationship
- Positive Strive for a "win/win" situation
- Minimize need for manager-level decision making
Pass along information to managers
Leave decision making to supervisors
Manager may set boundaries
- Open communication - everybody involved
- Minimize personality-based decisions
- Utilize training
- Mediator role depends on issue
- Non-judgmental
- Solution-oriented
- Forget the past and deal with the present issue

Role of the Manager

- Acknowledge positive performance by individuals and teams
- Decision maker if efforts to problem solve are unsuccessful between supervisor, shop steward and employee; situational
- Mediator; mediate not arbitrate; situational
- Supporter of process;
Resource provider
Leader of the process
Take ownership
Committed to the success of the process
- Enhance lowest level resolution of problem;
- Enhance the lowest level of process
- Keep the process moving; keep problem resolution process going and on track

- Facilitator
- Setting boundaries
- Options are options and not decisions. Keep mind open to possibilities
- Situational Roles
 - Facilitator - keep on track
 - Decision maker
 - Mediator not arbitrator
 - Supporter/leader committed to success
- Has the option to push the process back down to the lower level of supervisor / shop steward / co-worker(s) once issues have been heard

Role of the Supervisor

- Acknowledge positive performance by individuals and teams
- Facilitator
- Share information collaboratively
- Identify issues/problems and alternatives to solve problem
- Investigate identified problems
- Proactively involve shop steward at appropriate level of concern
- Work out problem together. Work with shop stewards and employees
- Coach individual
 - a. Set expectations
 - b. Explain problem
 - c. Help identify resources
 - d. Referrals (to EAP, etc.); involve shop steward
- Keep the process moving
- Seek agreement by all involved; if no agreement, refer to the manager
 - Document agreements
 - Document follow-up
- Proactively inform stakeholders (i.e., stewards, employee, etc) if expectations not being met.

Role of the Lead &/or Senior-in-Charge

- Assist supervisor with acknowledging positive performance
- Identify issues/problems and alternatives to solve problem
- Share information collaboratively
- Work with supervisors and employees to solve problems
- Focus on problem or issue. Avoid personal or historical problems.
- Coach the individual.
- Assist in resolving issues by involving the employee and also involving the supervisor and/or shop steward.

Role of the Shop Steward

- Assist supervisor with problem identification and alternatives to solve problem
- Share information collaboratively
- Keep the process moving
- Work with supervisors and employees to solve problems
- Mediate between supervisor and employee
- Focus on problem or issue. Avoid personal or historical problems
- Witness and document agreements (May assist with coaching/mentoring)

Role of Team Members Involved

- Acknowledge positive performance by individuals or team
- Identify issues/concerns and alternatives to solve problem
- Share information collaboratively
- Identify alternatives/solutions and recommend to supervisor and shop steward
- Keep the process moving

Role of the Union Business Representative

- Provide information and resources

WHERE IS THE TLC/DISCIPLINE LINE?

A. NON-DISCIPLINE	DISCIPLINE
Teach/Lead/Coach	Oral reprimand
	Written reprimand
	Suspension
	Demotion
	Termination
<ul style="list-style-type: none"> • TLC is meant to address violations of rules of minor significance or unsatisfactory work performance that can be normally corrected through counseling or training. • TLC is non-disciplinary, but if employee's performance or behavior does not improve, TLC documentation can be used toward discipline. • Tools: written reminders, performance improvement plan (PIP), etc. 	<ul style="list-style-type: none"> • Discipline is meant to address violations of rules of major significance or continuing minor violations or continuing failure to meet expectations. • Tools: performance improvement plan (PIP), etc.

PERFORMANCE IMPROVEMENT PLAN

ISSUE:

SUPERVISOR'S EXPECTATIONS:

ACTION STEPS TO RESOLVE ISSUE:

DATE BY WHICH ACTION STEPS ARE TO BE COMPLETED:

SUPERVISOR'S RESPONSIBILITIES TO ENSURE PLAN WORKS:

EMPLOYEE'S RESPONSIBILITIES TO ENSURE PLAN WORKS:

NEXT MEETING(S) TO ASSESS PROGRESS:

We have mutually agreed upon this Performance Improvement Plan:

Supervisor's signature

Date

Employee's signature

Date

cc: Supervisor
Employee
Union
WTD HR

Wastewater Treatment Division

And

SEIU 925

Labor Management Committee

Charter

March 15, 2011

APPENDIX C

Contract language

See Article 1 of the collective bargaining agreement

Purpose

The Labor Management Committee was created as a forum to provide ongoing changes and continuous improvements in the workplace. Issues are to be discussed in an interest based, collaborative manner.

The Employer and the Union have established an ongoing process to identify each party's issues which may result in revisions to the current labor agreement and can address other matters mutually agreed upon between the parties. This will not include unresolved grievances.

To accommodate this process, the role of the Labor/Management Committee (LMC) is to deal jointly with areas of mutual interest to all parties, to move all parties toward a shared vision of a productive work place, and to oversee the tasks and/or committees called for in the labor agreement.

Representation

Union –

The union chapter president and the SEIU organizer representative; any 2 of the SEIU representatives from East and West plants.

Employer –

Assistant Division Director, Division HR Manager, Employee Labor Relations Representative, 1 Wastewater Treatment Division Section manager; 1 member Office of Labor Relations and a representative from maintenance and operations.

Alternates –

Are acceptable if they are briefed in advance by their team.

Quorum requirements –

Union: Chapter president or SEIU organizer representative and 2 members

Management: 1 person from Human Resources, 1 person from Operations, and if a contract matter 1 person from Office of Labor Relations.

In the event that a quorum is not achieved the LMC meeting will proceed with members sharing information and conducting administrative activities. All due effort shall be made by each member of the LMC to attend each meeting.

Frequency and length of meetings

Establish a yearly meeting schedule which will be meeting the third Tuesday of every month from 9:15 – 11:15 and rotating between West Point and the Renton Plants.

Guests or subject matter experts

May attend but LMC members need to be informed when the agenda is set in advance of the meeting.

Agendas

APPENDIX C

Scope

Responsibilities of the LMC

- To identify issues of mutual interest.
- Maintain and improve labor/management relations.
- Identify and solve problems.
- Provide a forum to exchange information.
- Maintain a work program and schedule.
- Post minutes on intranet.
- Perform other duties as mutually agreed.
- Identify members of subcommittees to address issues as assigned by the LMC

Authority for Contract Amendments

- Decisions resulting in amendments to the Agreement involving wages, hours, and working conditions will require participation by representatives of Local 925 and Office of LR.
- On the issues involving wages, hours and working conditions, the Local 925 representatives on the LMC will go to its membership for a vote.
- On matters which are more routine where the contract is silent, the LMC will make the decisions.

The role of the Labor Negotiator for the Office of Labor Relations

- The LR representative will measure impacts of proposed changes being considered by the LMC on other contracts within King County.
- The LR representative speaks on behalf of the King County Executive regarding labor relations issues and will share with the LMC whether issues it proposes to take up will need review from other levels of management and/or Council adoption.

Establishing agendas

- Proposed items for the agenda will be submitted to any LMC member.
- The agenda will identify whether the item is for decision, discussion, or education/information. Issues may not be discussed at the first meeting except to determine when and where the matter should be discussed.
- Parties to the LMC will manage issues which are brought to their representatives. A standing agenda item will allow for the possible introduction of last minute and/or new agenda items; however, LMC members agree not to abuse this.
- The person submitting an issue will be urged to read the meeting notes and stay updated regarding the progress of their issue. A response will be given concerning the issue within 90 days of being scheduled as an agenda item.
- A draft agenda will be sent out a week in advance.
- The agenda will be reviewed at the beginning of the meeting in case there are additions.

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- Facilitation**
 - Responsibilities**
 - Serves in an impartial manner as to outcome of issues.
 - Promotes the interest-based process.
 - Prepares and distributes DRAFT meeting agendas.
 - Keeps committee on track to the issues and discussion points.
 - Promotes appropriate and full participation by all members.
 - Sends out requests for agenda items

- Who – King County Alternative Dispute Resolution Program**

- Minute-taking**
 - Management will provide a minute taker
 - The minutes shall not reflect the names of committee members when presenting discussion on an item.
 - Create meeting summary which will include (a) Standing Agenda Items; (b) To Do's; (c) Decisions Made; (d) Items Deferred to Bargaining.
 - Circulate summary to all committee members.
 - Gather comments.
 - Post approved minutes on the LMC intranet site.

- Minute approval**
 - The LMC note taker will send out a draft of the minutes within one week after a meeting.
 - LMC representatives will have one week to review the draft minutes after receiving them, and make proposed changes, if any. At the next LMC meeting the minutes will be reviewed, amended and approved.

- Minute distribution**
 - Approved meeting minutes will be sent out for distribution by the note taker and posted in the WTD HR folder on the Intranet within one week.

- Communication with Others**
 - Receiving input from constituency groups**
 - Subcommittees and ad hoc task forces may be formed and will be given written charter and guidelines, including copies of LMC ground rules and procedures, and briefing on these rules and procedures as needed.
 - Subcommittees and ad hoc task forces must include at least one LMC member as one method of creating linkages with the LMC.
 - Subcommittees and ad hoc task forces shall use consensus decision-making.

- Ground rules**
 - Shared behavioral expectations**

APPENDIX C

- The committee members shall abide by internal ground rules.
 - Show respect to fellow committee members inside and outside the meeting.
 - Either party may call a caucus.
 - Minimize side conversations.
 - Be ready to start on time.
 - Show up. Plan to attend the entire meeting or inform others in advance of your schedule conflicts. Notify a team member if you are unable to attend.
 - Be honest; inform another member of a concern privately when necessary for tact.
 - Support the group's decisions outside the meeting.
 - Avoid reopening previous decisions; however, decisions may be reopened by written request with an explanation and a consensus decision to do so.
 - Agenda identifies anticipated decisions; if a member needs to be present, they may request prior to the meeting that the item be deferred.
 - Verify that there is consensus.
 - It is a responsibility of all committee members to make the collaborative, interest-based process work and be held accountable for doing so.
 - Lighten up; have fun!
 - LMC members agree not to circumvent the LMC collaborative, interest-based decision making process.
- Decision-making**
- Consensus**
 - Decisions will be made by consensus. Consensus is achieved when everyone in the group reaches a decision with which they can live and which they are willing to support.
 - If a decision is not reached after discussion at 3 meetings the mediator will evaluate the situation.
 - If the issue cannot be resolved it will be added to the agenda for the next collective bargaining negotiations, or raised through other appropriate channels.
 - Definition and testing mechanism for decision making**
 - Recognizes impacts to existing programs. (*No unforeseen negative impacts or at least an attempt to identify impacts*)
 - Legal
 - Benefits outweigh the negative impacts.
 - To the extent possible, the proposal is cost-effective.
 - Improvement over existing practices.
 - Supports business and employee needs.
 - Feasible.
 - Improves the labor-management relationship.
 - Ratifiable. (*But, not required to go out for a vote*)
 - Understandable (*Requires communication with the membership*)
 - It's the right thing to do.
 - Other**

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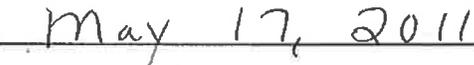
Signature Page



King County Labor Representative



SEIU Organizer Representative



Date

WTD SEIU 925 LMC regarding an Operator in Training Pilot Program

The Wastewater Treatment Division and the Service Employees International Union (SEIU), Local 925 recognizes the need for recruiting diverse candidates for the Wastewater Operator classification. It is recognized that the Wastewater Treatment Division has critical staffing needs for experienced and technically proficient Wastewater Treatment Operators.

In an effort to prepare for succession planning and to share the knowledge held by long term employees, an Operator in Training Pilot Program has been established. The anticipated benefits for this pilot program will expand workforce diversity, candidate pool and opportunities for current staff while maintaining a limit of Full Time Employees (FTE's).

Additional benefits to WTD would include savings in recruiting and selection process for future operator positions and reductions in time to fill positions.

King County Wastewater Treatment Division will implement the current contract language as follows as it relates to the pilot training program, for new temporary employees and existing employees wishing to avail themselves of the training opportunities.

1. Management will establish positions for short-term temporary (STT) Utility Workers which will be represented by SEIU, Local 925.
 - a. These short term temporary employees will be limited to 6-months of full-time employment (1040 hours), as such they will not be eligible to receive benefits, they will not be members of the King County Career Service, and will be considered as hired in "at will" status.
2. Management will recruit candidates, focusing on diversity, non-traditional candidates and veterans to meet Equity and Social Justice (ESJ) goals.
 - a. Recruitment and selection will include demonstration of aptitude and interest in Wastewater treatment operations career, including the ability to work shift schedule, and at any WTD location. A shift or location change will be subject to two week's advanced notification. All attempts will be made to identify location assignments with as much advanced notice as possible.
 - b. Current career service employees represented by SEIU 925 who express an interest and aptitude for the operator in training classification will be given an opportunity to apply for a special duty assignment. Internal candidates placed in the pilot program would be subject to the same requirements to work any shift at any WTD location for the duration of the assignment. Three special duty assignments will be available to fill with internal candidates.
3. The Pilot project STT Utility worker I will be hired at range 37, step 2 (entry)
 - a. The STT Utility Worker may be released at any time during the pilot program. The STT employees may not grieve or appeal discharge or discipline under the collective bargaining agreement.
 - b. Career service employees assigned to special duty in the OIT Training Pilot Program will be compensated consistent with Article 8.6 of the collective bargaining agreement. A special duty assignment in the OIT Training Pilot Program may be revoked at any time at the discretion of the Section Manager, and employees may not grieve or appeal the decision to return them to their regular position.
4. These Pilot project STT Utility Workers will be given assignments, basic training, on the job training and access to study materials in order to assist them to qualify for WA Department of Ecology (DOE) certification as operator-in-training (OIT), which the Pilot Program Utility Worker will be required to secure within 6 months of hire.

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5. If the Pilot Program Utility Worker is unable to obtain certification within 6 months, the Pilot Program Utility worker will be released with no rights to the appeal or grievance process. A regular employee participating in the program will be returned to his/her regular classification.
6. If the Pilot Program employee does obtain the DOE OIT certification, the employee will be directly hired to a term-limited temporary Operator In Training (OIT) position and assigned to a shift crew at any location (East, West, BW, Offsite etc),
 - a. The TLT OIT employee may be moved to any shift or location for the duration of the TLT assignment. A shift or location change will be subject to two week's advanced notification. All attempts will be made to identify location assignments with as much advanced notice as possible.
 - b. The TLT OIT may be released at any time during the pilot program. TLT employees may not grieve or appeal discharge or discipline under the collective bargaining agreement.
 - c. A regular employee in a Pilot OIT training assignment may be moved to any shift or location for the duration of the TLT assignment. A special duty assignment in the OIT Training Pilot Program may be revoked at any time at the discretion of the Section Manager, and employees may not grieve or appeal the decision to return them to their regular position.
 - d. A TLT OIT will not be used to backfill any Career Service position.
7. Wage placement upon transition to TLT OIT will be range 38, step 6 which is the entry level salary.
8. The TLT for the OIT will be established for two years during which time the OIT is expected to obtain WA DOE Operator Group I certification.
 - a. If the TLT OIT employee cannot obtain group 1 certification within 2 years, the OIT will be released, or the regular employee will be returned to his/her regular classification and work assignment.
9. Subsequent to the attainment of the Group I license, the TLT OIT will be encouraged and eligible to apply for any Operator vacancy within the division. Protocol for consideration will be:
 - Contract language regarding seniority for transfer placement
 - Internal competitive, including TLT OITs
 - Reassignment and/or review and placement
 - Application and placement in other positions and classifications will be pursuant to contract language
10. A TLT OIT who has not had the opportunity to be placed in a career service operator position, may at management's discretion have the term of the TLT assignment extended in six month increments up to one additional year (three years total).
 - a. TLT OIT will receive annual performance feedback and be eligible for discretionary step increase on his/her anniversary date.
 - b. A regular employee acting in an OIT position may not be extended beyond two years.
11. A TLT OIT who does not obtain career service employment at the end of the OIT term will be released.
 - a. A TLT OIT may be released at any time during the pilot program. TLT employees may not grieve or appeal discharge or discipline under the collective bargaining agreement.

ATTACHMENT 2

**Wastewater Treatment Division Operations and Maintenance Standards
Benefit Time**

1. Benefit Time – General

- A. While it is recognized that employees may occasionally need to be off work due to unforeseen circumstances, unscheduled time-off is detrimental to the efficient operations of the Wastewater Treatment Division. Use of unscheduled time off may be approved but will be monitored for the number and type of usage, and will be subject to discipline if the thresholds described in this standard are exceeded.
- B. Supervisors will monitor and track their employees' use of Benefit Time (BT) and time off and maintain appropriate records. Use the attached BT Log to record and track incidents.
- C. All occurrences of unscheduled absence will be recorded as incidents and subject to the conditions established in this standard.
- D. Supervisors, with input from their business teams, will establish and maintain minimum daily staffing levels subject to approval from the Section Manager.

2. Scheduled Benefit Time

- A. Article 15.3, section C of the contract between King County and Local 925 states, "Employees are required to submit requests and receive approval for scheduled time off as far in advance as possible to facilitate business team planning, but at least prior to the end of the previous shift/workday."
 - Any time off scheduled in accordance with this article will be considered scheduled and not subject to "incident tracking". Benefit time used in this fashion will not negatively impact eligibility for the Attendance Award Program.
 - **If a person schedules time off, they are expected to take that time off unless arrangements are made with their supervisor to return to work sooner than scheduled.**

3. Unscheduled Benefit Time

- A. In order to gain approval for **unscheduled time off**, employees are required to call in to Main Control at least 30-minutes before the start of their shift/workday and give notification that they will not be in, or they will be late, and provide a general reason why (personal illness or injury, sick child, vacation, etc.). Main Control will log all call-ins, recording the employees name, time of the call-in, and the reason given for the call-in. (The reason must be recorded to comply with FMLA/KCFML)
 - Business Teams may establish call-in requirements longer than 30-minutes based on like Business Team needs, subject to approval from the Section Manager.
 - If an employee calls in and expects to be gone for more than one (1) day, the employee may contact his/her supervisor and request/schedule additional days off. The first day shall be unscheduled time-off. The supervisor may grant those subsequent days as scheduled time off. The entire period of approved absence shall be defined as one "incident".
 - In the event of legitimate unforeseen personal emergencies, supervisors will have the discretion, with Section Manager's approval, to waive the application of an incident, or penalty for unscheduled benefit time. Waiver requests forwarded by a supervisor to a section manager will be reviewed for consistent and fair application of the standard by the supervisor.

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Wastewater Treatment Division Operations and Maintenance Standards Benefit Time

- Supervisors may approve time off with less notification than the minimum time required to qualify as scheduled time off. (i.e. asking in the morning to take the afternoon off). Approval of these requests is at the discretion of the Supervisor in consideration of workload and Business Team needs. The intent is to recognize that such approved time off is considered *scheduled*.
 - Comptime usage must be scheduled. There is no use of Comptime allowed for unscheduled leave.
- B. **Call-in Standards** - The following describes the procedures and consequences for reporting unscheduled absence from work.
- **On-time Call-ins**
 - ❑ Call-ins made at least 30 minutes prior to the start of the shift (or as established by the Business Team) will be approved by the supervisor and Unscheduled Benefit Time (UB) will be charged to account for the missed time.
 - ❑ The seventh incident of unscheduled, on-time call-in in a twelve-month period will result in progressive discipline.
 - ❑ The supervisor will use Teach Lead Coach (TLC) up to the seventh incident to reinforce the importance of scheduling leave.
 - **Late Call-ins**
 - ❑ Call-ins made less than 30 minutes (or as established by the Business Team) prior to the start of the shift will be considered late call-ins.
 - ❑ Employees will be allowed to use unscheduled Benefit Time (UB) for the first two incidences of late call-in in a twelve-month period. The third and subsequent incidences of late call-in will be unapproved and unpaid for the time missed. (UA)
 - ❑ The supervisor will use TLC upon the first incident of late call-in to reinforce the importance of calling in on time.
 - ❑ The fourth incident of late call-in in a twelve-month period will result in progressive discipline.
 - **Failure to Call-in**
 - ❑ Call-ins not made at all, or made after the start of the shift will be considered failure to call in at all and will be unexcused time off. All unexcused time off will be documented as an unexcused absence and therefore, unpaid time.
 - ❑ Supervisors may inform an employee who has failed to call-in on time not to report for work if their duties have already been back-filled. In this instance, all time away from work will be an unexcused absence, and therefore unpaid time.
 - ❑ The supervisor will use TLC upon the first incident of failure to call-in to reinforce the importance of calling in on time.
 - ❑ The second incident of failure to call-in in a twelve-month period will result in progressive discipline.
 - **Late call-in and Failure to call-in incidents are cumulative.** On-time call-in incidents will not be counted towards number of incidents of late call-in. However, when tracking an employee's incident history, late call in and failure to call in will be applied toward the limit

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Wastewater Treatment Division Operations and Maintenance Standards Benefit Time

of six incidents before starting progressive discipline for on-time call-ins. In general, each call-in is considered an incident. If an employee calls in and indicates that they will be off for multiple consecutive days, it is considered a single incident.

- **Tracking Late Call-Ins for Exempt Personnel.** While FLSA exempt employees are not tracked on an hour-for-hour basis, they are required to be at work during a scheduled time frame or must have prior supervisory approval. Failure to be at work when scheduled is a performance issue; however, FLSA rules prevent reductions in pay except under very limited circumstances.

The following chart describes the impacts of each incident of unscheduled Benefit Time.

Type	Incident # 1	#2	#3	#4	#5	#6	#7+
On-time Call-in, <i>Calls at least 30 mins. prior to start of shift, or as established by Business Team.</i>	Unscheduled BT charged. Discussion and Standards Reminders.				Unscheduled BT charged. TLC Session.		Unscheduled BT charged. Progressive Discipline.
Late Call-in <i>Calls later than 30 minutes (or as established by Team) prior to start of shift</i>	Unapproved, but may use unscheduled BT. TLC Session.		Unapproved, no pay (UA). TLC Session.	Unapproved, no pay (UA). Progressive Discipline.			
Failure to Call-in <i>Fails to call before scheduled start time to report tardiness or absence.</i>	Unapproved, no pay (UA). TLC Session.	Unapproved, no pay (UA). Progressive Discipline.					

4. Exhaustion of Benefit Time

A. Disciplinary action will result if an employee depletes their BT and goes into unapproved UA. Or LX. However, Supervisors have the discretion to approve leave without pay (LW) in circumstances where the employee has not had the opportunity to accumulate BT due to being newly hired and/or coming off FMLA/KCFML. This must be done with the approval of the Section Manager

- Exhausting your Benefit Time or Comp Time during an approved absence from work will be identified by the payroll system as Leave Exhausted (LX) and may be subject to progressive discipline
- Supervisors will advise their employees to maintain an adequate BT balance to cover any unforeseen assignment or circumstance that could cause them to go into UA. (i.e. being assigned to cover a shift position on a short hour week.).

5. Time Sheet Codes

A. The following is a glossary of leave codes

Leave Type	Earning Type	Time Reporting Code
Scheduled Benefit Time	BT	
Unscheduled Benefit Time	UB	
Approved Leave without Pay	LW	
Unapproved, Unpaid Leave	UA	
Generated Unpaid Leave when BT exhausted	LX	
Compensatory Time Used	CT	

ATTACHMENT 2

Wastewater Treatment Division Operations and Maintenance Standards Benefit Time

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BT STANDARDS CALL-IN LOG

Type	Incident # 1	#2	#3	#4	#5	#6	#7+
On-time Call-in <i>Calls at least 30 mins. prior to start of shift, or as established by Business Team.</i>	Unscheduled BT charged Discussion and Standards Reminders			Unscheduled BT charged TLC Session		Unscheduled BT charged Progressive Discipline	
Late Call-in <i>Calls later than 30 minutes (or as established by Team) prior to start of shift</i>	Unscheduled BT charged TLC Session		Unapproved, no pay (UA) TLC Session		Unapproved, no pay (UA) Progressive Discipline		
Failure to Call-in <i>Fails to call-in prior to scheduled start time to report tardiness or absence.</i>	Unapproved, no pay (UA) TLC Session		Unapproved, no pay (UA) Progressive Discipline				

Supervisor's Log for employee:

Inc. #	Date	Time Called	On-time Call-in	Late/Failure to Call <small>(counts toward # of on-time incidents)</small>	Reason/Comments/Disposition
1			<input type="checkbox"/> on-time, use BT	<input type="checkbox"/> late call, use BT, TLC <input type="checkbox"/> failure to call, use UA, TLC	
2			<input type="checkbox"/> on-time, use BT	<input type="checkbox"/> late call, use BT, TLC <input type="checkbox"/> failure to call, use UA, Prog. Disc	
3			<input type="checkbox"/> on-time, use BT	<input type="checkbox"/> late call, use UA, TLC <input type="checkbox"/> failure to call, use UA, Prog. Disc	
4			<input type="checkbox"/> on-time, use BT	<input type="checkbox"/> late call, use UA, Prog. Disc <input type="checkbox"/> failure to call, use UA, Prog. Disc	
5			<input type="checkbox"/> on-time, use BT, TLC	<input type="checkbox"/> late call, use UA, Prog. Disc <input type="checkbox"/> failure to call, use UA, Prog. Disc	
6			<input type="checkbox"/> on-time, use BT, TLC	<input type="checkbox"/> late call, use UA, Prog. Disc <input type="checkbox"/> failure to call, use UA, Prog. Disc	
7			<input type="checkbox"/> on-time, use BT, Prog. Discipline	<input type="checkbox"/> late call, use UA, Prog. Disc <input type="checkbox"/> failure to call, use UA Prog. Disc	