



**King County**  
**Metropolitan King County Council**  
**Committee of the Whole**

**STAFF REPORT**

---

<b>Agenda Item No.:</b>	<b>9</b>	<b>Date:</b>	<b>21 July 2010</b>
<b>Proposed Ordinance No.:</b>	<b>2010-0319</b>	<b>Prepared by:</b>	<b>Nick Wagner</b>

---

**A. SUMMARY**

Proposed Ordinance 2010-0319 (pp. 7-8 of these materials) would approve a collective bargaining agreement (CBA) between King County and the Service Employees International Union, Local 925. The CBA (pp. 9-85 of these materials) covers about 226 employees in the Wastewater Treatment Division (“WTD”) of the county Department of Natural Resources and Parks.

**1. Term of the CBA**

The CBA covers the three-and-a-half year period from 1 January 2010 through 30 June 2013. (CBA Article 26, p. 82 of these materials)

**2. The Bargaining Unit**

WTD protects water quality and prevents water pollution by providing wastewater treatment to 18 cities and 16 local sewer utilities, serving more than 1.4 million residents, including most urban areas of King County and parts of south Snohomish County and northeast Pierce County.

The employees who make up the bargaining unit include wastewater treatment operators, skilled craft workers, laboratory engineers, and others who support the twenty-four hour operations of the County’s wastewater treatment facilities. Forty job classifications are governed by the CBA and are listed in Appendix A to the agreement (pp. 84-85 of these materials).

**3. Consistency with Labor Policies**

The proposed CBA appears to be consistent with the County’s adopted labor policies, with the possible exception of the new policy on overtime,<sup>1</sup> which the Committee of the Whole adopted on 14 July 2010. It should be noted, however, that (1) the new overtime

---

<sup>1</sup> The policy provides: “In providing essential regional services, King County, from time-to-time, schedules employees for overtime work. It shall be the policy of King County that overtime work shall be assigned sparingly to respond to unforeseen circumstances. Overtime should not be used as a means to accomplish day to day work.”

policy had not yet been adopted when this CBA was negotiated, (2) the new policy is considered by at least some councilmembers to be a work in progress that is continuing to be developed by the Council in collaboration with the Executive, and (3) for this particular bargaining unit, according to the Executive, the use of overtime is expected to result in a net cost savings for the county, as described more fully in section C of his report (at pp. 4-5) and in a separate briefing to the committee (Briefing No. 2010-B0146).

#### **4. Pay Ranges and COLAs**

Wage rates are specified in CBA Appendix A, section C (pp. 83-85 of these materials), and are based on the King County 10-Step Hourly Squared Schedule. The CBA does not change the pay ranges for any of the classifications covered by the agreement. *See* transmittal letter (p. 105 of these materials).

There is a two percent cost-of-living adjustment (COLA) for 2010 that follows the typical county settlement agreed to with other unions. It should be noted, however, that this bargaining unit is not covered by the furlough memorandum of agreement that the Council approved by Ordinance 16340 (adopted on 15 December 2008).

The CBA contains a reopener that is limited to negotiation of any COLAs for 2011, 2012, or 2013. (CBA Appendix A § B, p. 83 of these materials).

#### **5. Performance Evaluations**

The bargaining unit employees receive annual performance evaluations. CBA § 23.7 (p. 78 of these materials).

#### **6. Benefit Time**

The CBA continues to provide for a Benefit Time Program, which combines sick, vacation, and holiday leave, using accrual rates that equal the combined total leave amounts for the standard King County sick, vacation, and holiday leave benefits. *See* CBA article 18 (pp. 59-63 of these materials).

Upon retirement or death the leave cash-out is 100 percent of up to 480 hours and 35 percent of hours over 480. Upon separation from county employment for other reasons, there is no leave cash-out for hours over 480, and there are deductions from the 100 percent leave cash-out of up to 480 hours if an employee resigns without giving two weeks notice, leaves after working less than six months, or is terminated for just cause. CBA § 18.6 (pp. 61-62 of these materials).

The Contract Summary describes the Benefit Time Program as being “similar to that provided by other employers with 24/7 operations and wastewater treatment operations” (p. 99 of these materials).

## **7. Interest Arbitration**

According to the Contract Summary, the employees in this bargaining unit are not eligible for interest arbitration. *See* p. 101 of these materials.

## **8. No-Strike Provision**

Section 5.1 of the agreement (p. 21 of these materials) provides in part that “neither the Union nor the employees covered by this Agreement shall cause, engage in, sanction, or in any way encourage employees covered by this bargaining unit to slowdown or strike.”

## **B. NEW CONTRACT PROVISIONS**

The following new CBA provisions should be noted:

### **1. 2010 COLA**

There is a two percent COLA for 2010, as described above, and a reopener for possible COLAs in 2011, 2012, and/or 2013. CBA Appendix A § A, p. 83 of these materials.

### **2. Revised Job Progression Program**

The bargaining unit’s Job Progression Program allows an employee, through training, credentialing, experience, and testing, to advance to a higher classification within the same classification family.<sup>2</sup> *See* CBA article 19 (pp. 64-69 of these materials). In the proposed new CBA, the description of the Job Progression Program is extensively revised. For example, the CBA now specifies the criteria for progression (CBA § 19.3, p. 65 of these materials), the role of the Review Board that applies the criteria (CBA § 19.5, p. 68), and a process for joint labor-management oversight of the program (CBA § 19.6, pp. 68-69).

### **3. Limitation of Seniority Transfer Provision**

For the classification families of Operator, Mechanic, Electrician, and Instrument Tech, management has the right to fill up to two job openings per year per section per classification through a competitive process, rather than on the basis of seniority. *See* CBA § 10.3 (pp. 28-29 of these materials). This is intended “to improve work team continuity and skills/knowledge retention” (p. 97 of these materials).

### **4. Stability Pay Incentive**

Bargaining unit employees who have worked for more than five years continuously in the same section (East or West) are eligible to share in an annual \$35,000 stability incentive

---

<sup>2</sup> For example, Operator-in-Training to Wastewater Treatment Operator to Wastewater Treatment Senior Operator is a classification family. Other examples can be found in CBA § 19.1 (p. 62 of these materials).

fund. CBA § 10.3 (pp. 28-29 of these materials). According to the Checklist and Summary of Changes (p. 97 of these materials), “Funding for this program comes from the discontinued attendance awards program” (please see below).

## **5. Discontinuance of Attendance Award Program**

The new CBA would discontinue an Attendance Award Program, which provided payments of \$100 to \$500 to each employee who had no unexcused absences and no more than one unscheduled absence (e.g., sick leave) in a full calendar year (\$100 for each full year, up to a maximum of five). The program unintentionally created an incentive for employees to come to work sick. *See* Checklist and Summary of Changes, p. 97 of these materials.

## **6. Annual Limit on Discretionary Use of Compensatory Time**

The use of accrued compensatory time as discretionary time off is limited to 40 hours per calendar year unless the section manager approves additional time. CBA § 17.3(A) (pp. 54-55 of these materials). This is intended “to improve employee productivity through increased attendance” (p. 97 of these materials).

## **7. Extension of Probation to Nine Months**

The probationary period for bargaining unit employees is extended from six months to nine months and may be extended or reduced in the discretion of management, subject to a maximum of 12 months. CBA § 9.3 (pp. 26-27 of these materials). This is intended “to discontinue [the] inefficient process of probation extensions” (p. 97 of these materials).

## **C. BUDGET PROVISO RESPONSE**

A proviso included in the 2010 Annual Budget (§ 105, proviso P1; pp. 107-08 of these materials) called upon the Executive to provide a written report to the Council on the negotiation of this agreement insofar as it addresses the issues of shift schedules, overtime, and compensated time. The proviso was developed partially in response to the State Auditor’s Utility Performance Audit that was issued on 16 September 2009, which opined that the WTD rotating shift schedule for Local 925 (which is responsible for operating wastewater treatment plants) was potentially less cost-effective for ratepayers than a standard three eight-hour shifts per day and a 40-hour work week, with no assumed overtime or compensated time.<sup>3</sup>

During negotiations resulting in the current contract recommendation, King County proposed a review and potential change to the rotating shift schedules. The union responded by requesting additional data regarding costs and potential alternatives. This

---

<sup>3</sup> Current scheduling practice is for shift crews to alternate 46.7 and 35.1 hour weeks (with rotating shifts consisting of two 11.7-hour days, 6:00 a.m.– 6:00 p.m., followed by two 11.7-hour nights, 6:00 p.m. – 6:00 a.m., followed by four days off), which generates 6.8 hours of comp time paid at time-and-a-half every two-week period.

lead the county to a reassessment of potential alternatives to the rotating shift schedule (the issues had previously been reviewed in 2006).

The WTD report (pp. 111-17 of these materials), which is the subject of a separate briefing to the committee (Briefing No. 2010-B0146), summarizes the alternatives studied and the financial and operational analysis that the division utilized to conclude its negotiations. In short, WTD determined “the rotating shift schedule allows the division to achieve its required staffing levels with fewer FTE positions than a traditional three-shift, eight-hour system. In order to maintain the current level of productivity per FTE under a traditional three-shift schedule, the division would be required to hire more employees to provide optimal staffing for the shift crews. Based on current staffing levels, there would be a need for three additional wastewater treatment operators at the West Point Treatment Plant. The salary and benefits for the additional staff cost approximately \$66,500 more than the cost of the overtime built into the rotating schedule.” Other alternatives were also explored, including use of part-time labor as part of the rotating shift schedule, but analysis showed part-time employees would still incur salary and benefits in excess of the current overtime costs.

The analysis conducted by WTD and Human Resources staff determined that there would be no cost savings to the division by making significant changes to the scheduling of shift crews. WTD and Human Resources also recognized the strong preference of the employees for the current rotating shift schedule, which Local 925 believes contributes greatly to the cohesiveness of work groups and the relative health of the employees.

For these reasons, the county dropped its proposal to change the shift schedule late in the bargaining process, and King County and the union reached tentative agreement on the full contract, including the other changed provisions as noted in this report.

#### **D. FISCAL IMPACT**

The fiscal impact of the agreement is described in the Executive’s Fiscal Note (p. 103 of these materials). From a base cost of \$18,699,829 for 2009 the CBA would result in an increase of \$373,997 in 2010, which is based on the 2010 COLA. The increases for the remaining term of the agreement will depend in part on whether a COLA is negotiated for those years.

The Executive’s transmittal letter describes the CBA as comparing favorably with other settlements and as being within the county’s capacity to finance (*see* p. 106 of these materials).

#### **E. LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division (*see* p. 106 of these materials).

## INVITEES

1. Alex Golan, Labor Negotiator, King County Office of Labor Relations
2. Ida Kovacic, Organizer Representative, Service Employees International Union, Local 925

## ATTACHMENTS

Page

1. Proposed Ordinance 2010-0319 .....	7
a. Attachment A (Collective Bargaining Agreement).....	9
b. Attachment B (Teach/Lead/Coach (TLC) Handbook).....	87
c. Attachment C (Job Progression Wage Range Chart).....	95
2. Checklist and summary of changes .....	97
3. Contract summary .....	99
4. Fiscal Note.....	103
5. Ordinance transmittal letter .....	105
6. 2010 Annual Budget § 105, Proviso P1 .....	107
7. Budget proviso response.....	111
8. Budget proviso response – transmittal letter .....	119



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**May 25, 2010**

**Ordinance**

**Proposed No. 2010-0319.1**

**Sponsors Hague**

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 between King  
9 County and Service Employees International Union, Local 925 (Wastewater Treatment  
10 Division) representing employees in the department of natural resources and parks and  
11 attached hereto is hereby approved and adopted by this reference made a part hereof.

12            SECTION 2. Terms and conditions of said agreement shall be effective from  
13 January 1, 2010, through and including June 30, 2013.

14

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

---

Robert W. Ferguson, Chair

ATTEST:

---

Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

Dow Constantine, County Executive

**Attachments:** A. Agreement Between King County and Service Employees International Union, Local 925 Wastewater Treatment Division, B. Teach/Lead/Coach (TLC) Handbook (Revised 8/5/04), C. Job Progression Wage Range Chart

Attachment A

AGREEMENT BETWEEN  
KING COUNTY  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925  
WASTEWATER TREATMENT DIVISION  
INDEX

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE 1: LABOR/MANAGEMENT COMMITTEE ..... 6

ARTICLE 2: RECOGNITION AND BARGAINING UNIT ..... 8

ARTICLE 3: UNION SECURITY ..... 9

ARTICLE 4: NON-DISCRIMINATION ..... 11

ARTICLE 5: STRIKES OR LOCKOUTS ..... 12

ARTICLE 6: MANAGEMENT RIGHTS AND RESPONSIBILITIES ..... 13

ARTICLE 7: PRODUCTIVITY INITIATIVE ..... 14

ARTICLE 8: PRODUCTIVITY INCENTIVE PROGRAM ..... 15

ARTICLE 9: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD ..... 17

ARTICLE 10: PERSONNEL ACTIONS ..... 19

ARTICLE 11: SENIORITY ..... 28

ARTICLE 12: CONFLICT RESOLUTION AND GRIEVANCE PROCEDURE ..... 30

ARTICLE 13: CORRECTIVE ACTION AND DISCIPLINE ..... 34

ARTICLE 14: MEDICAL ARBITRATION ..... 38

ARTICLE 15: UNION REPRESENTATION AND ACTIVITIES ..... 40

ARTICLE 16: CLASSIFICATIONS AND RATES OF PAY ..... 41

ARTICLE 17: HOURS OF WORK AND OVERTIME ..... 45

ARTICLE 18: BENEFIT TIME ..... 50

ARTICLE 19: JOB PROGRESSION ..... 55

ARTICLE 20: BENEFITS ..... 61

ARTICLE 21: LEAVES OF ABSENCE WITH AND WITHOUT PAY ..... 65

ARTICLE 22: SAFETY STANDARDS ..... 67

ARTICLE 23: SPECIAL CONDITIONS ..... 68

ARTICLE 24: SAVINGS CLAUSE ..... 71

ARTICLE 25: CONTRACTING OUT ..... 72

ARTICLE 26: TERM OF AGREEMENT ..... 73

APPENDIX A: COST OF LIVING ADJUSTMENTS AND WAGES ..... 74

APPENDIX B: TEACH/LEAD/COACH (TLC) HANDBOOK

JOB PROGRESSION WAGE RANGE CHART & LAB CLASSIFICATIONS

1 **DEFINITIONS**

2 **Base Hourly Classification** - The series of pay steps within a Classification.

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

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

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

9 Examples:

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

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

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

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

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

- 1 **Pager** - one that pages; esp., beeper
- 2 **Part-time Employee** - an employee in a regular position in which the employee is employed for at  
3 least 1040 hours but less than a full-time basis in a calendar year.
- 4 **Regular Employee** - an employee who has successfully completed the probationary period in a  
5 budgeted FTE position.
- 6 **Salaried Employee** - defined by the state Minimum Wage Act (MWA) and the Fair Labor Standards  
7 Act (FLSA) and is exempt from the overtime requirements of the FLSA and MWA and is expected to  
8 work the hours necessary to satisfactorily perform his/her job.
- 9 **Temporary Employee** - an employee who is not a regular employee (not working in a regular  
10 position) as defined in this agreement and excludes administrative interns. Temporary positions  
11 include both term-limited temporary positions as defined in this agreement and short-term (normally  
12 less than six months) temporary positions in which a temporary employee works less than 1040 hours  
13 in a calendar year, except as provided elsewhere in this agreement.
- 14 **Term-Limited Temporary Employee** - a temporary employee who is employed in a term-limited  
15 temporary position. Term-limited temporary employees are not members of the career service.  
16 Term-limited temporary employees may not be employed in term-limited temporary positions longer  
17 than three years beyond the date of hire, except that for grant-funded projects, capital improvement  
18 projects and information systems technology projects the maximum period may be extended up to  
19 five years upon approval of the Human Resources Division director. The HRD director shall  
20 maintain a current list of all term-limited employees by department.
- 21 **Term-limited temporary position** - a temporary position with work related to a specific grant,  
22 capital improvement project, information systems technology project, or other non-routine,  
23 substantial body of work, for a period greater than six months. In determining whether a body of  
24 work is appropriate for a term-limited temporary position, the appointing authority will consider the  
25 following:
- 26           a. Grant-funded projects: These positions will involve projects or activities that are  
27 funded by special grants for a specific time or activity. These grants are not regularly available to or  
28 their receipt predictable by the County.

1           b. Information systems technology projects: These positions will be needed to plan  
2 and implement new information systems projects for the County. Term-limited temporary positions  
3 may not be used for on-going maintenance of systems that have been implemented.

4           c. Capital improvement projects: These positions will involve the management of  
5 major capital improvement projects. Term-limited temporary positions may not be used for on-going  
6 management of buildings or facilities once they have been built.

7           d. Miscellaneous projects: Other significant and substantial bodies of work may be  
8 appropriate for term-limited temporary positions. These bodies of work must be either non-routine  
9 projects for the department, or related to the initiation or cessation of a County function, project, or  
10 department.

11           e. Seasonal positions: These are positions with work for more than six consecutive  
12 months, half-time or more, with total hours of at least 1040 hours in a calendar year in a work unit in  
13 which a forty-hour work week is standard, that due to the nature of the work have predictable periods  
14 of inactivity exceeding one month.

15           f. Temporary placement in regular positions: These are positions used to back fill  
16 regular positions for six months or more due to a career service employee's absence such as extended  
17 leave or assignment on any of the foregoing time-limited projects.

18           All appointments to term-limited temporary positions will be made by the appointing  
19 authority in consultation with the Human Resources Director prior to the appointment of term-limited  
20 temporary employees.

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

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

1 **PREAMBLE**

2 This Agreement is the result of an interest-based bargaining process that reflects the  
3 relationship between King County (the Employer) and the Service Employees International Union,  
4 Local 925 (the Union). This relationship is a partnership based on mutual interests, respect, and trust.

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

8 The Employer and the Union recognize that the workplace is in a period of growth and  
9 change.

10 The Employer and the Union also agree that change in the workplace is an evolutionary  
11 process, which requires the commitment of both parties over time. The elements of workplace  
12 change, such as the Productivity Initiative, the Productivity Incentive Program, job progression, and  
13 performance evaluation, must be integrated and viewed as a system.

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

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

28 This Agreement was written through an interest-based process that allowed the Employer and

1 the Union to communicate openly to produce a contract while building positive, ongoing  
2 relationships. This Agreement was developed to accomplish the following goals:

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

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

2 **1.1 SEIU/WTD Labor Management Committee**

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

8 The Employer and the Union have established an ongoing process to identify each party's  
9 issues, which may result in revisions to the current labor agreement and can address other matters,  
10 mutually agreed upon between the parties.

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

14 The LMC will be comprised of five (5) members of the bargaining unit who are  
15 representatives of the Union and five (5) representatives of the Employer, plus one (1) representative  
16 each from the Human Resources Division and the Union. The LMC will work together in the spirit  
17 of and with principles consistent with the interest-based bargaining process.

18 **RESPONSIBILITIES of the LMC**

- 19 • Identify issues of mutual interest.
- 20 • Maintain and improve labor/management relations.
- 21 • Identify and solve problems.
- 22 • Provide a forum to exchange information.
- 23 • Develop an annual work program and schedule.
- 24 • Inform employees of LMC activities and actions.
- 25 • Provide an annual report.
- 26 • Perform other duties as mutually agreed to.

27 The committee will meet monthly. Changes or additions to the Agreement, policy, and/or  
28 procedures will be published in draft form twenty-five (25) days prior to implementation date.

1 Comments will be considered and incorporated if appropriate. Changes or additions to the  
2 Agreement, policy, and/or procedures will be made by Memorandums of Agreement or  
3 Memorandums of Understanding. The Employer and the Union agree to the inclusion of handbooks  
4 for programs referenced in the Agreement developed collaboratively between the Employer and the  
5 Union as Appendices to the Agreement.

6 **1.2 Labor/Management Committee**

7 The Union will participate in the Wastewater Treatment Division Labor/Management  
8 Committee, comprised of representatives from all labor organizations within WTD and  
9 representatives of the employer.

10 **1.3 Training**

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

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

2           The Employer recognizes Service Employees International Union, Local 925, as the sole and  
3 exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all  
4 employees in the wastewater treatment facilities in classifications listed in the attached wage schedule  
5 marked Appendix A. Excluded are all supervisory and confidential employees.

6           The Employer agrees to extend recognition of the Union as the bargaining representative for  
7 any new or added Wastewater Treatment Facility operated by King County and to extend the terms of  
8 this Agreement to represented employees working in those facilities.

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 3: UNION SECURITY**

2 **3.1 Membership Dues And Fees**

3 All regular and temporary employees covered by this Agreement shall, as a condition of  
4 employment, on or after the thirtieth day but not later than the sixtieth day following their date of  
5 employment, either (1) pay to the Union the regular monthly dues uniformly required of members, or  
6 (2) pay an amount established by the Union as Agency Fees not to exceed regular dues and fees  
7 uniformly required of members.

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

12 **3.2 Religious Exemption**

13 Nothing contained in this Article shall require an employee to join the Union who can  
14 substantiate, in accordance with existing law, bona fide religious tenets or beliefs that prohibit the  
15 payment of dues to union organizations. Such employees shall pay an amount equivalent to regular  
16 union dues to a non-religious charitable organization mutually agreed upon by the employee and the  
17 Union to which such employee would otherwise pay the dues. The employee shall furnish written  
18 proof that such payment has been made. If the employee and the Union do not reach agreement on  
19 such matters, the public employment relations commission shall designate the charitable organization.

20 **3.3 Dues Deduction Procedure**

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

27 **3.4 COPE Payroll Deduction**

28 The Employer shall, upon receipt of a written authorization form that conforms to legal

1 requirements, deduct from the pay of such bargaining unit employee the amount of contribution the  
2 employee voluntarily chooses for deduction for political purposes and shall transmit the same to the  
3 Union.

4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 4: NON-DISCRIMINATION**

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

- 4 • Race
- 5 • Gender
- 6 • Sexual orientation
- 7 • Disability (except as exempted by a bona fide occupational qualification)
- 8 • Color
- 9 • Age
- 10 • Religious affiliation
- 11 • Service in the Armed Forces of the United States
- 12 • National origin
- 13 • Marital status
- 14 • Political affiliation
- 15 • Creed
- 16 • Union activity

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

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

22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 5: STRIKES OR LOCKOUTS**

2 **5.1 No Strikes Or Lockouts**

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

7 **5.2 Safety Concerns Related To Picketing At A WTD Facility**

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

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 7: PRODUCTIVITY INITIATIVE**

2           The management of King County Department of Natural Resources and Parks (DNRP)  
3 Wastewater Treatment Division, the Union, and other labor organizations representing Wastewater  
4 Treatment Division employees agree to engage in a competitiveness and productivity initiative for the  
5 benefit of the employees of the division, and the ratepayers of King County, our “customers.”  
6 Recognizing the inevitability of change, the parties to this agreement intend to work together to  
7 manage that change to their mutual benefit. We believe the partnership we are employing will  
8 continue to provide our customers with the best and most efficient, state of the art wastewater  
9 treatment utility in the country, while securing excellent family wage jobs and rewarding careers for  
10 the employees of the division.

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

12           1. There will be no involuntary layoffs during the period the Productivity Pilot Program is in  
13 effect between Wastewater Treatment Division of DNRP and King County government. Any  
14 reductions in force necessary to help meet productivity goals will be accomplished through attrition.

15           2. This Agreement acknowledges the partnership among the management of King County  
16 DNRP, Wastewater Treatment Division, the Union, and other labor organizations representing  
17 Wastewater Treatment Division employees to support and manage the change process as the  
18 Productivity Pilot Program is implemented, and on a continual basis thereafter.

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

1 **ARTICLE 8: PRODUCTIVITY INCENTIVE PROGRAM**

2 **8.1 Goals And Parameters**

3 The goals of the Productivity Incentive Program are as follows:

- 4 A. Provide financial incentives to employees to achieve higher than projected savings  
5 to the sewer ratepayers.
- 6 B. Encourage teamwork.
- 7 C. Encourage employee involvement in the business.

8 The parameters of the Productivity Incentive Program shall be consistent with County Code  
9 and the commitments and performance guarantees as set forth in the Wastewater Productivity Pilot  
10 Program, adopted by Motion 11156 (April 27, 2001).

11 **8.2 Productivity Incentive Fund For Wastewater**

12 Henceforth, the productivity incentive fund, as defined herein, shall be established each  
13 calendar year after the baseline annual operating target savings identified in the aforementioned  
14 Productivity Pilot Program are met and verified through an independent review. Fifty percent (50%)  
15 of those additional operating savings shall be retained by King County Wastewater Treatment  
16 Division and fifty percent (50%) shall be assigned to the Productivity Incentive Fund. A minimum of  
17 twenty-five percent (25%) of the funds assigned to the productivity incentive fund shall be paid out in  
18 cash to all employees participating in the productivity initiative with the remaining seventy-five  
19 percent (75%) distributed in accordance with Article 8.5.

20 **8.3 Productivity Incentive Plan For Wastewater Capital Fund**

21 The Productivity Pilot Program will develop a plan to identify additional savings associated  
22 with portions of the Wastewater Capital Program. The method of assigning savings to the  
23 Productivity Incentive Fund shall be specified in the plan. The County may not enter into any  
24 agreement, memorandum of understanding or any other document with any other party which would  
25 preclude the Union from participating in the Productivity Incentive Program for the Wastewater  
26 Capital Program.

27 Certain capital program work of the wastewater program has traditionally been performed by  
28 independent contractors procured by the county rather than county employees. If the wastewater

1 program begins to use county employees for all or any portion of such capital program work in  
2 connection with implementation of the productivity initiative, subsequent use of independent  
3 contractors shall not be limited as a result of this temporary pilot project.

#### 4 **8.4 Prior Ongoing Permanent Savings**

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

#### 10 **8.5 Productivity Incentive Oversight Committee**

11 A Productivity Incentive Program Oversight Committee shall be responsible for oversight of  
12 funds allocated to the fund. The committee shall be comprised of thirteen (13) members, four (4)  
13 representatives shall be selected by SEIU, Local 925.

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

16 The Productivity Incentive Program Oversight Committee shall have the authority and  
17 responsibility to determine the distribution and use of the fund, subject to approval by the Division  
18 Director of the Wastewater Treatment Division. In addition to the minimum annual payouts to  
19 employees, as referenced in Article 8.2, the distribution of the funds may include, but not be limited  
20 to:

- 21 • Increased annual payouts to employees.
- 22 • Investment in employees through training and other employee development programs.
- 23 • Award and recognition program
- 24 • Reserve fund
- 25 • Other activities consistent with achieving the goals of the Productivity Pilot Program.

26 The Productivity Incentive Program Oversight Committee shall prepare an annual report on  
27 the management of the fund. The fund shall be audited on an annual basis.

1 **ARTICLE 9: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**

2 **9.1 General**

3 Employees covered by this Agreement shall be classified as regular, term-limited temporary or  
4 temporary and may be either full-time or part-time. The Employer shall staff positions as full-time  
5 where possible, recognizing that legitimate work requirements or employee needs may require the use  
6 of part-time or temporary employees. The rights and benefits for temporary employees shall be  
7 consistent with all applicable provisions of the King County Code and the King County Charter,  
8 except that where this Agreement provides greater rights and benefits, the provisions of this  
9 Agreement shall apply.

10 **9.2 Types Of Employees**

11 A full-time employee is one normally scheduled to work forty (40) hours per week or one who  
12 works an alternative work schedule recognized as equivalent status to a forty (40) hour week.

13 A part-time employee is one normally scheduled less than forty (40) hours per week.

14 A temporary employee is one hired for a period of less than six (6) months to fill a special  
15 project position of limited duration or to provide short-term replacement staffing for regular  
16 employees absent from their positions for reasons such as leave of absence. A temporary employee  
17 may be terminated without recourse to the Conflict Resolution and Grievance Procedure.

18 A Term-Limited Temporary Employee is a temporary employee who is employed in a term-  
19 limited temporary position for a period of six (6) months or longer. Term-limited temporary  
20 employees are not members of the career service. Term-limited temporary employees may not be  
21 employed in term-limited temporary positions longer than three (3) years beyond the date of hire,  
22 except that for grant-funded projects, capital improvement projects and information systems  
23 technology projects the maximum period may be extended up to five (5) years upon approval of the  
24 Director of the County's Human Resources Division of the Department of Executive Services. The  
25 Director shall maintain a current list of all term-limited temporary employees by department.

26 **9.3 Probationary Period**

27 The first nine (9) months of regular employment shall be a probationary period for all  
28 employees. During this period an employee may be terminated without recourse to the Conflict

1 Resolution and Grievance Procedure or any other right to appeal. The County maintains the  
2 exclusive right to extend or reduce the length of an employee's probationary period; however, the  
3 probationary period shall not exceed a maximum of twelve (12) months of actual service. The  
4 employee and the Union chapter president will be notified of such extension or reduction, including  
5 the duration of the extension or reduction, prior to the end of the initial probation. The union may  
6 inspect probationary performance appraisals upon request if written consent of the probationary  
7 employee is provided to the County. The County will copy the union chapter president on  
8 probationary performance appraisal electronic calendar notice reminders at regular intervals, no less  
9 than three per probationary period.

#### 10 **9.4 Trial Service Period**

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

1 **ARTICLE 10: PERSONNEL ACTIONS**

2 **10.1 Job Postings**

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

6 **10.2 Acting Assignments**

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

11 **10.3 Transfers**

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

18 The transfer restriction based on less than five years in the bargaining unit shall not apply to  
19 employees hired prior to the Union's ratification of the 2006-2009 Collective Bargaining Agreement.

20 For the classification families of Operator (excluding OITs and Senior Operator in Charge),  
21 Mechanic, Electrician, and Instrument Tech, the above transfer provision shall be administered as  
22 follows: the first job opening in each classification family will be filled by transfer, then job openings  
23 will alternate between a regular competitive process and transfer thereafter, with a limit of 2  
24 competitive processes per year per section per classification family.

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

28 **Stability Pay Incentive:** Employees in this unit will be eligible for a yearly stability pay

1 incentive calculated by dividing a yearly maximum incentive fund of \$35,000 by the number of  
2 eligible employees. Employees are eligible for the stability pay incentive if they have more than five  
3 continuous years worked at the same section (East or West).

#### 4 **10.4 Competitive Positions**

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

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

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

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

23 D. Except for special project positions, if an opening occurs within six (6) months of  
24 the establishment of a list of qualified candidates, the Employer may select the most qualified  
25 candidate(s) from the list.

#### 26 **10.4.1 Internal Candidates**

27 Internal Candidates refers to all employees covered by this Agreement. Employees who have  
28 attained career service status or are in a regular appointment, but serving a probationary period, have

1 preference over candidates with TLT or temporary status.

2 **10.4.2 External Candidates**

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

6 **10.5 Selection Process**

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

11 **10.6 Step Placement**

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

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

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

24 Cost of Living Adjustments shall not be applied to the "Y" rate. At such time that the step  
25 occupied by the "Y" rated employee meets or exceeds the employee's "Y" rate, the "Y" rating will  
26 end.

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

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

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

#### 7 **10.6.1 Job Progression**

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

#### 13 **10.7 Senior Operator-in-Charge**

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

#### 21 **10.8 Seniority Bid Process - Operators**

##### 22 **Definition:**

23 A seniority bid process for job assignments in the Operator Series shall occur every three (3)  
24 years within each Section. This process allows for movement between all Business Teams in the  
25 Operator Series based on Section business needs and Classification Family Seniority.

##### 26 **Implementation:**

- 27 • The Seniority Bid Procedure shall be completed by March 31, 2008 and will take place  
28 every three (3) years thereafter.

- 1 • Employees who filled a vacancy through a competitive process in the twenty-four (24)
- 2 months prior to the bid process date of March 31 can request to be exempt from the process
- 3 and remain in their current assignment. (This does not include employees who were hired,
- 4 transferred or promoted from outside the Operator Classification Family within this twenty-
- 5 four (24)-month time frame.)
- 6 • Senior Operator-In-Charge positions are exempt from this process.
- 7 • Vashon Island positions are exempt from this process.

8 **Selection Committee:**

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

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

24 **Bid Selection:**

- 25 • All employees in the Operator Classification Family shall fill out a Bid Preference Form and
- 26 submit it to the Selection Committee Facilitator and be given a receipt confirming a form
- 27 was submitted.
- 28 • Bid Preference Forms which are partially filled out or not turned in by the deadline, shall be

1 considered incomplete by the Selection Committee.

- 2 • Bid preferences will be considered by the Selection Committee in order of classification  
3 family seniority as defined in Article 11 of this Agreement.

4 **Selection Committee Process:**

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

- 6 • Review the classification family seniority roster generated by the employer and verified by  
7 the Union.  
8 • Consider an employee's preferences as indicated on the Bid Preference Form completed by  
9 each employee (by the bid process date of January 15, 2005).  
10 • Determine whether any incomplete forms have been submitted. Incomplete forms may  
11 result in the committee selecting the job assignment for that employee. Selections by the  
12 committee in these cases are not subject to the Grievance/Arbitration procedure.  
13 • Confirm employee meets identified business needs.

14 If multiple employees meet these criteria, they are placed in order of classification family  
15 seniority (Management has discretion to keep a disciplined employee in their current job  
16 assignment).

- 17 • At the conclusion of the process, the Section Manager will notify employees of the job  
18 assignments.

19 **Seniority Bid Process Time Line:**

- 20 • **By November 1**

21 Section Manager selects the Facilitator for the Selection Committee.

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

23 Notify Operations employees of the upcoming process and distribute bid preference  
24 forms to the employees.

25 Schedule the Management business team meeting.

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

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

- 28 • **Before January 1**

1 Selection Committee is identified and the Seniority Bid Process meeting is scheduled.  
2 The Union is requested to verify a classification family seniority roster for each  
3 section.

4 Section Manager identifies business needs.

5 • **Before January 15**

6 Classification Family Seniority roster verification due from the Union.

7 Bid Preference forms due from the employees.

8 Facilitator will have current operations roster for the meeting.

9 • **Before January 24**

10 Seniority Bid Selection meeting will occur and job assignments for employees in the  
11 Operator family classification will be determined.

12 • **Before January 31**

13 Section Manager will notify employees of job assignments.

14 • **By March 31**

15 Changes in job assignments will be completed.

16 **10.9 Layoffs**

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

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

26 Employees subject to layoff from one classification family shall be allowed to exercise their  
27 retained classification family seniority rights in that other classification family. In such cases, the  
28 employee will be assigned to the classification which s/he last occupied within the classification

1 family. The employee will be placed at the step of the new salary range which is closest to the salary  
2 that the employee received before the bump. The rate of pay may not exceed the top step of the new  
3 salary range.

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

#### 5 **10.10 Recall**

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

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

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

#### 14 **10.11 Temporary Hardship Assignments**

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

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

23 C. Hardship assignments will be structured to assist the employee to move back into  
24 full work schedule availability, with an agreement between the employee, the immediate supervisor  
25 and the designation Union representative on a plan to return to their regular assignment.

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

1 **Intent Statement**

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

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

8 **Interpretation**

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

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

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

1 **ARTICLE 11: SENIORITY**

2 All regular employees shall accrue seniority from the date of hire. All probationary  
3 employees completing the probationary period shall be credited with seniority retroactive to date of  
4 hire.

5 Seniority shall not accrue during leaves of absence without pay in excess of thirty (30)  
6 calendar days, including family leave, except for leave due to active military duty or Union business  
7 (see also Article 21.3).

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

11 Employees promoted from one classification to another shall retain seniority earned in the  
12 classification from which he/she was promoted.

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

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

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

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

24 **Classification Family Seniority.** Classification family seniority is defined as the most recent  
25 length of continuous service as a regular employee within the Wastewater Treatment Division in a  
26 given job classification family. (This definition also applies to single-level classifications.)

27 **Vashon Sewer District Seniority Credit.** Former employees of the Vashon Sewer District,  
28 who were employed at the time of transfer of the Vashon Treatment facility to King County, shall be

1 credited with all forms of seniority as defined by this Agreement, retroactive to their date of hire by  
2 the Vashon Sewer District.

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

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 12: CONFLICT RESOLUTION AND GRIEVANCE PROCEDURE**

2 **12.1 General**

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

7 **12.2 Types of Issues**

8 Issues may be referred by employees, the Employer, or the Union for Article 12.6 Conflict  
9 Resolution and Grievance Procedures A through D except as provided herein and subject to Article  
10 12.5. The only requirement is that the issue must be genuine and that the parties involved must  
11 participate directly. Issues concerning Removal from Service for the employee's own medical  
12 reasons, Return to Service or Leave of Absence concerning the employee's own medical reasons will  
13 be handled under Article 14 of this Agreement, Medical Arbitration.

14 **12.3 Time Limits**

15 The purpose of time limits within the Conflict Resolution and Grievance Procedure (12.6) is  
16 to set general guidelines and to ensure that neither party to a dispute becomes frustrated by undue  
17 delay. Time limits are flexible and may be waived; however, the party awaiting a response at any step  
18 (short of the last step) may advance the issue to the next step once the time limits have expired.

19 **12.4 Resource Assistants**

20 Human Resource personnel, Union representatives, and/or stewards may participate in any  
21 phase of the issue resolution procedure upon request of those involved in the dispute.

22 **12.5 Complaints of Discrimination**

23 Complaints of discrimination shall be subject to the Conflict Resolution and Grievance  
24 Procedure (12.6), but shall not be subject to arbitration.

25 **12.6 Procedure**

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

27 An issue may be addressed orally between the supervisor and the employee(s) involved within  
28 fourteen (14) calendar days of the event or circumstance(s) giving rise to the issue(s). The parties will

1 make every effort to resolve the issue(s) within thirty (30) calendar days, however the Union may  
2 advance the issue(s) to Step B at any time within thirty (30) calendar days following the initial  
3 discussion with the supervisor.

4 Disputes resolved at this level shall be final and binding but shall not form precedent for any  
5 other disputes arising under this Agreement.

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

7 If the issue is not resolved in Step A, the Union may present a written grievance to the  
8 supervisor. In the event Step A is bypassed, the Union will present a written grievance to the  
9 supervisor within fourteen (14) calendar days of the event or circumstance(s) giving rise to the  
10 issue(s). In either event, the Steward shall forward a copy of the grievance to the WTD Human  
11 Resources Representative and the Union office.

12 The supervisor will have fourteen (14) calendar days to provide a written response, with a  
13 copy to the WTD Human Resources Representative and the Union office.

14 Disputes resolved at this level shall be final and binding but shall not form precedent for any  
15 other disputes arising under this Agreement.

16 If not satisfactorily resolved, the Union may refer the grievance in writing to the next level  
17 within fourteen (14) calendar days of receipt of the supervisor's response, or if no response was  
18 received.

19 **Step C. Section Manager**

20 The Section Manager will have fourteen (14) calendar days from receipt of the grievance to  
21 issue a written response. If the response of the Section Manager is unacceptable, the grievance may  
22 be referred to Step D within fourteen (14) calendar days of the Union's receipt of the Section  
23 Manager's response.

24 If mutually agreed upon by Employer and Union, the grievance may be directly referred to  
25 arbitration if it concerns the proper application or interpretation of the Agreement. The Union shall  
26 have fourteen (14) calendar days to request such arbitration.

27 Disputes resolved at this level shall be final and binding but shall not form precedent for any  
28 other disputes arising under this Agreement.

1                   **Step D. Pre-Mediation Meeting**

2                   If a grievance is referred to Step D, the parties shall schedule a meeting to include the  
3 grievant, a Local 925 representative, the WTD Section Manager (or designee), the King County HRD  
4 assigned labor negotiator, and representative from WTD HR for the purpose of informally discussing  
5 and attempting to resolve the grievance. Unless the parties agree otherwise, the Pre-Mediation  
6 meeting shall occur within 30 days of the request for Pre-Mediation. The grievant may at any time  
7 advance the grievance to the next step (Step E. Mediation).

8                   **Step E. Mediation**

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

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

17                  **Step F. Arbitration**

18                  The Union will have fourteen (14) calendar days from the conclusion of mediation to request  
19 arbitration or, if there was no mediation, the Union may submit the request within fourteen (14)  
20 calendar days of receipt of the Step C response. The Employer and Union will have sixty (60)  
21 calendar days from the arbitration request date to schedule an arbitration date.

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

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

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

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

3 **12.7 Initiation of Grievance at Higher Step**

4 By mutual agreement, a grievance may be initiated at a higher Grievance Step if the  
5 Management Representative at the lower level would not have the authority to grant the relief sought.  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 13: CORRECTIVE ACTION AND DISCIPLINE**

2 **13.1 Teach, Lead and Coach (TLC) - Corrective Action Procedures**

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

7 In order to accomplish the goals set forth in the preamble, shop stewards, supervisors and  
8 managers developed a Teach, Lead and Coach (TLC) Handbook which shall be an appendix to this  
9 Agreement. The LMC shall review this Handbook at least once during the life of this Agreement.

10 While the desired corrective action approach is Teach, Lead and Coach (TLC), the procedure  
11 does not preclude moving directly to discipline depending on the severity of the situation.

12 **13.2 Just Cause**

13 No employee who has completed probation shall be disciplined except for just cause.

14 **13.3 Progressive Discipline**

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

20 **13.4 Appropriate Level of Disciplinary Action**

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

24 In accordance with the Fair Labor Standards Act (FLSA), salaried (overtime-exempt)  
25 personnel are not subject to unpaid disciplinary suspensions except in increments of full workweeks,  
26 unless the infraction leading to the suspension is for a violation of a safety rule of major significance.

27 **13.5 Equal Application of Rules**

28 The employer will make every effort to enforce rules in a fair and consistent manner.

1           **13.6 Oral and Written Reprimands**

2           Memos to document oral reprimands, and written reprimands, shall include the following  
3 information:

- 4           • The reason(s) for the reprimand
- 5           • The facts supporting the reprimand
- 6           • The form of reprimand being imposed
- 7           • The effective date(s) of the reprimand
- 8           • A clear statement as to follow-up needed (if any)
- 9           • Language advising the employee of the availability of Employee Assistance Programs  
10           (EAP) may be included in the notice

11           **13.7 Pre-Disciplinary Procedures - Cases Affecting Pay Status**

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

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

- 16           • The reason for the proposed discipline
- 17           • The facts supporting the proposed discipline
- 18           • The form of discipline being considered
- 19           • The date, time and location of the pre-disciplinary hearing, or deadline for submission of  
20           any additional evidence or information that should be considered by the Employer in  
21           making a final disciplinary decision
- 22           • Language advising the employee of the availability of Employee Assistance Programs  
23           (EAP) may be included in the notice

24           **13.8 Disciplinary Decisions Affecting Pay Status**

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

28           The disciplinary letter shall include the following information:

- 1 • The reason(s) for the discipline
- 2 • The facts supporting the discipline
- 3 • The form of discipline being imposed
- 4 • A clear statement as to follow-up needed (if any)
- 5 • The effective date(s) of the discipline
- 6 • Statement as to the employee's right to appeal the discipline
- 7 • Language advising the employee of the availability of Employee Assistance Programs
- 8 (EAP) may be included in the notice

9 **13.9 Administrative Leave**

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

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

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

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

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

25 **13.10 Confirmation of Receipt**

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

1           **13.11 Conflict Resolution and Grievance Procedures**

2           All discipline of non-probationary employees shall be subject to the Conflict Resolution and  
3 Grievance Procedures in Article 12 of this Agreement.

4           **13.12 Notice of Investigation**

5           When the Employer determines it is necessary to investigate an employee(s) for potential  
6 misconduct, the employee(s) shall normally be informed of the need for such investigation within  
7 three (3) business days of the decision to proceed. The employee will be generally advised of the  
8 nature of the issue(s) and the estimated duration of the investigation. The Employer shall provide  
9 similar notice to the Union.

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

12           **13.13 Right to Union Representation**

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

15           The parties further agree that employees who are being interviewed as potential witnesses but  
16 are not the subject of investigation, will be permitted to have a Union representative present for the  
17 meeting, if more than one management representative is present.

1 **ARTICLE 14: MEDICAL ARBITRATION**

2 A grievance from an employee who is removed from service or refused permission to return to  
3 service from sick leave or a leave of absence due to a physical or mental disability preventing the  
4 employee from performing all of the duties of his/her position shall be processed only through the  
5 following medical arbitration procedure. Nothing in this Article shall relieve the Employer from  
6 meeting its duties under the Americans with Disabilities Act (ADA), state or federal law, and County  
7 ordinance.

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

12 The Employer will evaluate the medical release from the employee's physician. If the  
13 Employer does not accept the medical release, the Employer will, at its expense, refer the employee to  
14 an independent consulting physician of the Employer's choice for a medical examination. The  
15 medical examination shall be conducted and evaluated based upon the essential requirements of the  
16 job in effect at the time of disability. If the independent consulting physician authorizes return of the  
17 employee to work, the employee will be allowed to return to duty upon release without loss of any  
18 form of seniority. The employee shall receive back pay from the date the employee presented an  
19 acceptable medical release from his/her physician to the Employer, provided the employee was  
20 available. In the event the independent consulting physician does not authorize the employee's return  
21 to work and the employee still wishes to return to work, the grievance shall progress to Step 2 of this  
22 Article. Such referral to Step 2 must be in writing and shall be forwarded to WTD HR.

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

1           Should the medical arbitrator determine that the employee can perform all of his/her duties  
2 without restriction, the employee shall be returned to work. The medical arbitrator shall determine  
3 the date upon which the employee, in the arbitrator's opinion, was able to fully perform the duties of  
4 his/her position. The employee shall receive back pay, benefits, and seniority from the date  
5 determined by the arbitrator.

6           Should the medical arbitrator rule in favor of the Employer, the employee's appropriate  
7 placement shall be determined in accordance with the Employer's regular accommodation  
8 procedures.

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

14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 15: UNION REPRESENTATION AND ACTIVITIES**

2 **15.1 Union Representative**

3 Union representatives may visit the work location of employees covered by this Agreement at  
4 any reasonable time. They shall report to the appropriate manager/designee upon arrival at the work  
5 site being visited.

6 **15.2 Shop Steward**

7 The Employer agrees to recognize employees appointed and identified by the Union as shop  
8 stewards. When contract administration business is conducted during working hours, the employee is  
9 responsible for clearing the time taken away from work with his/her supervisor.

10 **15.3 Bulletin Boards**

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

1 **ARTICLE 16: CLASSIFICATIONS AND RATES OF PAY**

2 **16.1 Rates of Pay**

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

5 **16.2 Temporary Assignment to a Higher-Paying Classification**

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

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

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

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

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

23 Group III certification. A Senior Operator with a Group III certification or a Senior  
24 Operator-In-Charge shall be upgraded to the top step (Step 10 of Range 60) for Senior Operator-In-  
25 Charge. [Note: The changes to the '03 - '06 language in this provision corresponds with placing the  
26 change in wage rate for SOIC, from Range 59, Step 10, to Range 60, Step 9. By making this change  
27 the SOIC wage rate remains the same, while creating a step above the SOIC rate to allow Senior  
28 Operator to be upgraded to a wage rate within the Local 925 bargaining unit. As per the wage

1 addendum, SOIC does not advance beyond Step 9 of Range 60.] This differential recognizes that this  
2 person is assuming the full scope of decision-making responsibilities and accountability for the  
3 operation of the plant.

### 4 **16.3 Premium Pay for Training Responsibilities**

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

### 7 **16.4 Shift Differential**

#### 8 **16.4.1 Night Shift**

9 **(a) Non-Operations Straight Shifts** - In addition to the regularly established  
10 hourly rates of pay shown in Appendix A, employees whose regularly assigned work ends between  
11 8:01 p.m. and 10:00 a.m. shall receive a shift differential of one dollar (\$1.00) per hour for all  
12 compensated hours. Employees temporarily assigned to such a shift are eligible for this one dollar  
13 per hour shift differential for actual hours worked. This section shall not apply to salaried employees.

14 **(b) Operations Rotating Shifts** - Employees regularly assigned to operations  
15 rotating shift shall receive, in addition to the rotating shift premium provided for in 16.4.2, a premium  
16 of 5% their regular rate of pay for all hours worked on the nighttime shift portions of the rotating  
17 shift. Employees temporarily assigned to the nighttime shift portion of the rotating shift shall receive  
18 the 5% rotating shift premium for hours worked on the nighttime shift portions of the rotating shift.  
19 This section shall not apply to salaried employees.

20 **16.4.2 Operations Rotating Shift.** In addition to the regularly established hourly  
21 rates of pay shown in Appendix A, employees regularly assigned to operations rotating shift shall  
22 receive a premium of one dollar (\$1.00) per hour for all compensated hours. Employees temporarily  
23 assigned to a full rotating shift cycle shall receive the rotating shift premium of one dollar per hour  
24 (\$1.00). This section shall not apply to salaried employees.

### 25 **16.5 Standby Pay**

26 **A.** Employees assigned to standby duty with a pager during time off shall receive  
27 three dollars (\$3.00) per hour for the actual hours assigned to standby duty, with a minimum of  
28 twelve (12) consecutive hours assigned. Effective January 1, 2009, and each January 1 thereafter, the

1 amount paid under this provision shall be increased in accordance with the cost of living adjustment  
2 formula applying to general wage rates in Appendix A of this agreement.

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

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

10 **D.** Employees called to work while on standby shall be paid at time and one-half  
11 (1-1/2) for actual time worked including the time required to travel from home to work location and  
12 return. Employees called in to work while on standby shall not receive standby pay during the period  
13 of time they receive time and one-half.

14 **E.** Salaried employees shall not be eligible for standby pay.

#### 15 **16.6 Call-in Pay**

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

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

#### 27 **16.6.1 Technical Call Out**

28 A Technical Call Out (TCO) occurs when an employee is called to return to duty and

1 performs those duties via telephone, facsimile, computer, or similar electronic device that does not  
2 require returning to a designated work site. Supervisors are responsible for determining whether an  
3 employee is capable of responding electronically or if the employee needs to physically come into the  
4 worksite. The supervisor must complete an "Authorization for Overtime" form and note the time  
5 spent by the employee in responding (via telephone, computer, etc.) rounded up to the nearest 15-  
6 minute (quarter hour) segment at a rate of time-and-one-half (1-1/2) the employee's regular rate of  
7 pay. If the employee is spending a brief period of time responding ("brief" being defined as less than  
8 ten minutes), the employee would not be provided with compensation.

9 **16.7 Compensation for Meetings Held on Regular Day(s) Off (RDO) or When Required**  
10 **to Return to Work to Attend a Meeting**

11 Employees who are scheduled to attend meetings on their regular day(s) off or who are  
12 required to return to work on a work day to attend a meeting shall be compensated as follows:

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

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

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

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

21 **16.8 Step Increases**

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

1 **ARTICLE 17: HOURS OF WORK AND OVERTIME**

2 **17.1 Hours of Work**

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

5 Rotating shifts are four (4) continuous days of two (2) eleven and seven tenths (11.7) hour day  
6 shifts and two (2) eleven and seven tenths (11.7) hour night shifts, followed by four (4) scheduled  
7 days off before starting a new rotation cycle. Management agrees to bargain the non-monetary effects  
8 of any changes to these schedules.

9 Other innovative work schedules mutually agreed upon by the Employer and the Union may  
10 be utilized. Such agreement shall be confirmed in writing.

11 **17.2 Meal and Rest Periods**

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

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

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

20 **17.3 Overtime and Compensatory Time**

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

1 for overtime or compensatory time.

2 Examples:

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

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

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

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

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

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

28 Whenever possible, this selection shall be made prior to the employee beginning the overtime

1 assignment.

2 **17.4 Compensation for Call-in, Call-back, and Hold-Over Overtime Assignments**

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

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

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

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

21 **17.5 Distribution of Overtime**

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

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

28 A copy of the Business Team Overtime policy/procedure shall be forwarded to the WTD HR

1 office and to the Local 925 office. However, in any instance where the Business Team has not  
2 developed written policies and procedures for the assignment of overtime, or where the overtime  
3 work spans multiple Business Teams, or where the overtime work pertains to a capital project, the  
4 Plant Manager shall have the discretion as to the manner and method by which such overtime shall be  
5 assigned.

#### 6 **17.6 Work Schedule Changes**

7 Fourteen (14) calendar days notice will be given an employee prior to implementing an  
8 involuntary change in the employee's regular schedule, except in cases of emergency. An employee's  
9 schedule may not be changed in isolated instances (for example, bringing an employee off day shift to  
10 backfill for shift crew that night, or changing an employee's schedule one week from Monday  
11 through Thursday to Tuesday through Friday in order to perform duties on Friday) solely for the  
12 purpose of avoiding the payment of overtime, except as provided in Article 17.7. However, nothing  
13 in this section shall prevent the change of an employee's regular schedule to another regular schedule  
14 (subject to the 14-day notice requirement where applicable), including when the rationale for doing so  
15 is to reduce or prevent instance of overtime.

16 As provided in Article 17.1, WTD management agrees to bargain over the non-monetary  
17 effects to those schedules specifically described in Article 17.1

#### 18 **17.7 Schedule Adjustment for Training**

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

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

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

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

1 **ARTICLE 18: BENEFIT TIME**

2 **18.1 General Description**

3 Effective January 1, 2001, benefit time and extended sick leave shall be combined into one  
4 program. The Benefit Time (BT) Program recognizes the need for scheduled time away from the job  
5 (vacation and holidays) for personal reasons and for occasions when the employee must be away  
6 because of illness or injury. BT is the bank of time accrued for use during scheduled paid time off  
7 and unscheduled paid time off (excluding military leave, bereavement leave and jury duty). The  
8 program is designed to meet two primary goals. The first is to increase operating efficiency, and the  
9 second is to treat employees with dignity and respect.

10 **Eligibility:**

11 Full-time regular, part-time regular, provisional, probationary and term-limited temporary  
12 (TLT) employees shall accrue benefit time as specified in 18.4.

13 **18.2 Principles**

14 A. The Benefit Time Program is intended to provide a productive workplace where  
15 employees are encouraged to be healthy and regularly be at work.

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

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

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

23 E. The Labor/Management Committee is responsible for overseeing any refinements  
24 or improvements to the BT Program.

25 **18.3 Guidelines**

26 A. BT is to be used for holidays, vacations, prescheduled medical appointments,  
27 unexpected short-term absences, injuries and donations, and absences to care for family members  
28 pursuant to federal/state law, and the County's Family Medical Leave Policy. The employee is



1           **18.5 Donation of Benefit Time (BT) and/or Compensatory Time (CT)**

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

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

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

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

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

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

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

21           **18.6 Cashout**

22                   **A. UPON RETIREMENT OR DEATH**

23           Upon retirement from the County or death, an employee or their beneficiary, shall be paid for  
24 up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%. All BT in excess of four  
25 hundred and eighty (480) hours shall be cashed out at 35%.

26                   **B. UPON SEPARATION**

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

1 If an employee resigns without giving two weeks notice, the employee will forfeit thirty-three  
2 percent (33%) of his or her accrued BT for that calendar year. They will be paid one-hundred percent  
3 (100%) of the remaining hours up to a maximum of 480 hours.

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

7 If the employee is terminated for just cause, the employee will forfeit thirty-three percent  
8 (33%) of their accrued BT for that calendar year. They will be paid one hundred percent (100%) of  
9 the remaining hours up to a maximum of 480 hours.

### 10 **18.7 Holidays**

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

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

- 16 • New Year's Day
- 17 • Martin Luther King's Birthday
- 18 • Washington's Birthday (also known as President's Day)
- 19 • Memorial Day
- 20 • Independence Day
- 21 • Labor Day
- 22 • Veterans Day
- 23 • Thanksgiving Day
- 24 • Day after Thanksgiving Day
- 25 • Christmas Day
- 26 • Day before or after Christmas Day (as scheduling requires for non-shift workers; shift  
27 workers will observe the day before Christmas as the holiday)

28 Holidays will be on the actual day of the holiday for shift crews and on the day King County

1 observes the holiday for employees whose workdays are between Monday and Friday, inclusive.  
2 Shift employees required to work on Christmas Eve will be paid one and one-half (1-1/2) times the  
3 employee's hourly rate of pay for all hours worked.

#### 4 **18.8 Holiday Shift Changes**

5 Work schedule changes during holiday workweeks shall be made at least fourteen (14) days  
6 prior to the holiday, or when a holiday work schedule is set by a business team.

7 The decision to modify an employee's work schedule during a holiday workweek shall be  
8 made by the employee's supervisor and business team(s) based upon the business need. Individual  
9 employees may not modify their work schedule without prior approval of their supervisor and/or  
10 business team(s).

#### 11 **18.8.1 Holidays for Laboratory Employees**

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

#### 17 **18.9 Benefit Time Scheduling**

18 Benefit Time requests submitted between January 15 and February 7 of each year shall be  
19 approved in order of WTD-Wide seniority for the following 52 weeks beginning February 8. Benefit  
20 Time requests submitted on or after February 8 each year shall be given preference in the order  
21 received.

22 **18.10** Management commits to SEIU participation in a BT Standards Committee which will  
23 update and modify relevant sections (BT-related) of the current Workforce Standards. Management  
24 also agrees to negotiate the inclusion of part or all of the Local 925 BT Standards into the next  
25 collective bargaining agreement.

1 **ARTICLE 19: JOB PROGRESSION**

2 **19.1 Purpose And Intent**

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

- 6 • Operator-in-Training to Wastewater Treatment Operator to Wastewater Treatment  
7 Senior Operator
- 8 • Industrial Maintenance Mechanic to Industrial Maintenance Master Mechanic
- 9 • Inventory Purchasing Specialist I to Inventory Purchasing Specialist II
- 10 • Gardener to Senior Gardener
- 11 • Utility Worker 1 to Utility Worker 2

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

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

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

28 **19.2 Job Progression Wage Structure**

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

### 7 **19.3 Progression Criteria**

8 An employee who has successfully passed probation in a classification that provides for  
9 progression to the next higher classification can progress from any pay step upon recommendation of  
10 a review board established for the purpose of evaluating employee readiness to perform at the higher  
11 level. The review board will meet annually and determine the following:

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

### 25 **19.4 Operator-In-Training**

26 Job Progression is mandatory for the Operator-In-Training (OIT) classification. OIT's who  
27 fail to meet the requirements for advancement to Wastewater Treatment Operator, within two years of  
28 appointment, shall be eligible to fill an open bargaining unit position, for which they qualify, at the

1 same or lower pay range or shall be terminated.

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

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

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

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

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

24 In order to be effectively trained, it is important that the new OIT receive one-on-one training  
25 for a period of time; however, it is expected that s/he will be given greater responsibility to work an  
26 area over time. Following is a proposed set of standards for determining when an OIT will be  
27 allowed to work in an area under general supervision.

28 1. When the OIT is assigned to shift, s/he will work with his/her Supervisor to

1 develop a training plan, including which plant area s/he will be learning.

2           2. Until the OIT has successfully completed the supervisor's training plan for the area,  
3 and has been assessed as competent to perform in the area, s/he will not be assigned to an area alone.

4 If it is normally a two (2) person area, the second person must be a fully qualified Operator/Senior  
5 Operator and a routine check-in must be maintained with the OIT having clear instructions regarding  
6 contacting either the other Operator/Senior Operator or their Supervisor if there are any situations  
7 outside his/her training. In this case, a qualified Operator/Senior Operator will be dispatched to the  
8 area to work with the OIT and to provide training as to how to deal with the new situation.

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

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

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

20           6. In the event that the Supervisor has determined the crew size has dropped below the  
21 level required for safer operation of the plant, an OIT may be used to operate an area for which they  
22 have been trained and assessed as competent without requiring the call in of an Operator. In this  
23 circumstance, the Supervisor will assign, in writing, an upgrade subject to Article 16.2 of the  
24 Collective Bargaining Agreement.

25           7. Once an OIT has been trained and assessed as competent in an area and has worked  
26 the area on shift for a period of six (6) months (from the date of competency) to gain proficiency, s/he  
27 will normally be returned to day operations. In the event management has a legitimate business need  
28 to retain the area competent OIT beyond the timeframes specified herein, the issue shall be referred to

1 the LMC for review and discussion, to ensure that the training needs of other OITs are not negatively  
2 impacted.

3 **Definitions:**

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

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

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

13 **19.5 The Review Board**

14 The Review Board will convene annually to review all applications for Job Progression  
15 advancement. The Board will consist of members of the management team, human resources,  
16 supervisors of the candidates, subject matter experts from the management and bargaining unit ranks  
17 as selected by management and two organizational union representatives from SEIU 925. The  
18 Review Board will have established protocols for evaluating whether each candidate for advancement  
19 possess the knowledge, skills and abilities needed to perform the full scope of duties of the higher  
20 classification for which they are seeking to advance. If an employee is not approved to progress by  
21 the Board, the Board will provide an assessment to the employee with feedback explaining why he or  
22 she was not approved.

23 **19.6 Oversight and Union Involvement**

24 The Employer and the Union agree to support the job progression program by assisting  
25 employees in acquiring achieving the knowledge, skills and abilities to perform, by encouraging  
26 employee initiative and by constructively identifying barriers and working together through a  
27 continuous improvement approach. The Labor Management Committee will serve in an oversight  
28 capacity, regularly reviewing program progress through supervisor and employee reports, employee

1 training and development data, consultant recommendations and program work plans.

2           The Employer and Union agree to use the Labor Management Committee forum to raise  
3 issues and engage in problem solving discussions regarding the implementation and maintenance of  
4 the program, set program goals and collaborate on communications. Management will be responsible  
5 for final decisions related to the administration of the program. The current job progression program  
6 will remain in effect until the new program's criteria is finalized at the LMC and in effect. The first  
7 review board of the new program will occur no more than one year after ratification of the contract.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **ARTICLE 20: BENEFITS**

2 **20.1 Benefit Plan Administration**

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

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

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

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

16 **20.2 Eligibility**

17 Full-time regular, part-time regular, provisional, probationary, and term limited temporary  
18 employees, their spouses, domestic partners, dependent children, and dependent children of an  
19 employee's spouse or domestic partner are eligible for medical, dental, life, and disability insurance,  
20 and vision benefits.

21 Regular full-time employees and their dependents and regular part-time employees who are  
22 scheduled to work an average of twenty (20) hours per week in a biweekly pay period are eligible for  
23 benefit coverage upon the first (1st) of the month following date of hire.

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

28 Temporary full-time employees and temporary part-time employees who are hired to fill

1 positions intended to last less than one hundred eighty (180) continuous days are not eligible to  
2 receive benefits. However, in the event an employee's appointment is extended beyond one hundred  
3 eighty (180) continuous days, the employee shall be eligible to receive benefit coverage effective  
4 upon the first of the month following one hundred eighty (180) continuous days of service.

### 5 **20.3 Retirement**

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

### 9 **20.4 Workers' Compensation**

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

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

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

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

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

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

28 2. Inform the Employer's Workers' Compensation Office, in writing, of other

1 employment or compensation received while being paid workers' compensation.

2                   3. Respond or be available for medical treatment, medical examination,  
3 vocational rehabilitation, consultation, or services. If records indicate two (2) "no shows" for  
4 scheduled medical or vocational services, the Employer may request suspension of benefits.

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

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

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

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

15                   **20.5 Sick Child Care Benefit Program**

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

20                   **20.6 'Home Free' Guarantee**

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

27                   **20.7 Executive Leave**

28                   FLSA exempt employees with satisfactory performance evaluations for the preceding calendar

1 year who are covered by this Agreement shall receive three days of Executive Leave per calendar  
2 year. Executive Leave up to seven additional days per year, as provided in Executive Policy 8-1-2,  
3 may be granted at the discretion of the Employer.

#### 4 **20.8 Training**

5 WTD is committed to supporting the career development of its employees. To that end, WTD  
6 has developed a policy which provides opportunities for employees to receive compensation and/or  
7 reimbursement for job-related and career-related training. The Employer reserves the exclusive right  
8 to develop and administer the WTD training policy in accordance with business needs and available  
9 training resources (consistent with the terms of this Agreement). However, prior to making any  
10 changes in the WTD training policies, the Employer will consult with the Union at the parties' Labor  
11 Management Committee meetings to discuss with, and receive input from, the Union on such  
12 changes.

#### 13 **20.9 Meal Reimbursement**

14 1. Regularly Scheduled Workday. Employees shall be eligible to receive a meal  
15 expense reimbursement under the following conditions:

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

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

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

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

1 **ARTICLE 21: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

2 **21.1 Leaves of Absence With Pay**

3 **A. Bereavement Leave.** Employees eligible for leave benefits shall be entitled to up  
4 to three working days of bereavement leave for each occurrence of death of members of their  
5 immediate family (as defined below) or another close relationship that may be justified in writing to,  
6 and approved by, the plant manager (using WTD forms). Bereavement leave shall be taken in full  
7 day increments. The maximum total number of bereavement days an employee may take in a single  
8 calendar year is six. Employees who have exhausted their bereavement leave (that is, exhausted  
9 either the 3-day single occurrence amount or the 6-day yearly amount) shall be entitled to use up to  
10 three days of accumulated leave for each instance of death as prescribed herein. In cases of family  
11 death where no accumulated leave is authorized or exists, an employee may be granted leave without  
12 pay. Holidays or regular days off falling within the prescribed period of absence shall not be charged  
13 against the bereavement leave allowance. "Immediate Family" means the spouse, child, parent, son-  
14 in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner, and the child, parent,  
15 sibling, grandparent or grandchild of the spouse or domestic partner.

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

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

28 **21.2 Leaves of Absence Without Pay**

1 Employees may request a leave of absence without pay by presenting a written request to their  
2 immediate supervisor along with any supporting documentation. The decision to grant a leave of  
3 absence without pay shall be at the discretion of the Employer, except that the Employer shall grant  
4 leaves of absence without pay for the following reasons and lengths of time.

Type of Leave	Time
Family leave Maternity, paternity, adoption	Six (6) months
Medical leave	As certified by a physician
Military leave Active duty	Five (5) years unless otherwise required by law
Union business (as an officer or employee of the Union)	As required

### 10 21.3 Return from Leave of Absence

11 Employees wanting to return from a medical leave of absence, or who need to extend the  
12 leave of absence beyond the original return date, may be required to be examined by a physician of  
13 the Employer's choice at the Employer's cost to determine the employee's right to either a continuing  
14 leave or return to work status. Disputes concerning an employee's own medical leave are subject to  
15 the special medical arbitration process agreed upon by the Employer and the Union, as shown in  
16 Article 14.

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

### 23 21.4 King County Family Medical Leave

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

1 **ARTICLE 22: SAFETY STANDARDS**

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

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

10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 23: SPECIAL CONDITIONS**

2 **23.1 License and Tuition Reimbursement**

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

5 **23.2 Professional Licenses and Certifications**

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

- 8 a. Boiler license for all Operators regularly assigned to the rotating shift at West  
9 Point;
- 10 b. Commercial Drivers License (with tanker and hazardous material endorsements)  
11 (minimum of 6 premiums paid per plant);
- 12 c. Collections certificate for all operations and maintenance staff regularly assigned to  
13 an off-site team (minimum of 8 premiums paid per plant);
- 14 d. Mobile crane operator (minimum of 4 per plant); or
- 15 e. Group IV Operator license (minimum of 8 per plant).

16 The number of employees eligible for a premium under this section will be limited by  
17 management according to business needs (subject to the minimums stated above). Management will  
18 identify the maximum number of employees eligible by classification and/or Business Team in a list  
19 provided to the union on an annual basis.

20 **23.3 Shoe Allowance**

21 An employee who is required to wear safety shoes as a regular part of his/her duties will be  
22 provided safety shoes through a voucher process with a yearly limit of \$120.

23 **23.4 Job Descriptions**

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

26 **23.5 Vehicle Usage Reimbursement**

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

1           **23.6 Personnel Files**

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

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

8           **23.7 Performance Evaluation/Development Review**

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

12           The Employer and the Union shall jointly develop the performance evaluation/development  
13 system to be used. The Employer will provide training on the appropriate use of the performance  
14 evaluation/development review process.

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

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

21           **23.8 Legal Counsel**

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

27           **23.9 Drug and Alcohol Testing Policy**

28           The parties have agreed to implement the "Policy for King County Prohibited Drug Use and

1 Alcohol Misuse Education and Testing Program” (hereinafter, “Drug and Alcohol Policy”) with the  
2 following modifications or additions:

3           A. All bargaining unit employees subject to this policy will be included in a single  
4 random testing pool of County employees.

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

8           C. When available, a second supervisor will observe a reasonable suspicion test and  
9 complete related forms in accordance with the Drug and Alcohol Policy.

10           **23.10 Job Shadow**

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

16           Injuries sustained during a job shadow activity are not subject to worker’s compensation.

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

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

22           **23.11 Vashon Island**

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

1 **ARTICLE 24: SAVINGS CLAUSE**

2           Should any section of this Agreement or any addenda thereto be held invalid by operation of  
3 law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any  
4 provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be  
5 affected thereby. In the event the Employer and the Union are unable to mutually agree upon  
6 language to replace that held invalid by law or tribunal, the parties agree to resolve their disagreement  
7 through the mediation and arbitration steps of the Conflict Resolution Procedure (12.6).

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

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 25: CONTRACTING OUT**

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

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

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 26: 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, 2013.

4  
5 APPROVED this 14<sup>th</sup> day of May, 2010.

6  
7  
8 By: 

9  
10 King County Executive

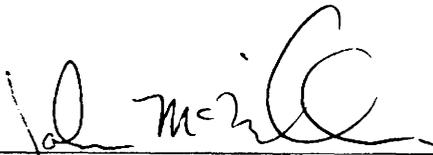
11  
12  
13 For Service Employees International Union, Local 925:

14 

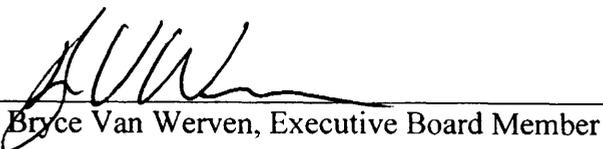
15  
16 Kim Cook, President

17 

18  
19 Tyler Bass, Division Director

20 

21  
22 John McMillin, Chapter President

23 

24  
25 Bryce Van Werven, Executive Board Member

1 **APPENDIX A**

2 **COST OF LIVING ADJUSTMENTS AND WAGES**

3  
4 **A. COLA.** Effective January 1, 2010, all rates of pay in effect on December 31, 2009, will  
5 be increased by a percentage equal to ninety percent (90%) of the increase in the CPI-W, All Cities  
6 Index, September 2008 - September 2009, provided that the increase shall not be less than two  
7 percent (2%) nor greater than six percent (6%). Also, effective January 1, 2010, the permanent  
8 adjustment made in accordance with Article 8.4 of the contract shall be increased by 90% (ninety  
9 percent) of the percentage increase in the United States City Average Consumer Price Index which  
10 occurs during the twelve (12) month period from September 2008 - September 2009. The Index used  
11 for the COLA and adjustment made in accordance with Article 8.4 shall be the Consumer Price Index  
12 for the Urban Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor  
13 Statistics, U.S. Department of Labor.

14 **B. Wage re-opener.** For 2011, 2012, and 2013 the parties will reopen negotiations solely for  
15 the purpose of negotiating any COLAs for 2011, 2012 and 2013.

16 **C. Classifications and Rates of Pay**

17 The classifications covered under this Agreement shall be compensated on the County's  
18 Squared Salary Table on the ranges set forth below:  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 cba Code: 011

Union Code(s): A2

Job Class Code	MSA Job Code	Peoplesoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
9101100	8665	912103	Custodian	37	2-4-6-8-10
9101000	8742	912001	Custodian - Assistant	26	2-4-6-8-10
9200100	8669	921101	Gardener	43	2-4-6-8-10
9200200	8670	921201	Gardener - Senior	48	8-10
7540700	8762	954000	Helper (Seasonal)	30	2-4-6-8-10
8106100	8084	812104	Industrial Painter	51	2-4-6-8-10
2211100	8172	221503	Inventory Purchasing Specialist I	42	1-2-4-6-8-10
2211200	8173	221606	Inventory Purchasing Specialist II	46	2-4-6-8-10
2211300	8174	221705	Inventory Purchasing Specialist III	49	10
7540600	8750	756601	Wastewater Treatment Utility Worker I	37	2-4-6-8-10
7540900	3149	756902	Wastewater Treatment Utility Worker II	41	8-10
8423100	8639	844101	Industrial Engine Mechanic	55	2-4-6-8-10
8301100	8618	831101	Industrial Instrument Technician	57	8-10
8301200	8619	831201	Industrial Instrument/Electrical Technician - Lead	61	10
8424100	8640	844201	Industrial Lubrication Systems Specialist	51	2-4-6-8-10
8421100	8636	842401	Industrial Machinist	55	2-4-6-8-10
8421200	8637	842501	Industrial Machinist/Mechanic - Lead	59	10
8203100	8610	822201	Industrial Maintenance Electrician	57	8-10
8420200	8634	842201	Industrial Maintenance Mechanic	51	4-6-8-10
8420300	8635	842301	Industrial Maintenance Mechanic - Master	55	8-10
8420100	8633	842101	Industrial Maintenance Worker	42	6-8-10
4210100	8940	421309	Wastewater Support Specialist	43	1-2-4-6-8-10
7540200	8586	756202	Wastewater Treatment Operator	51	1-2-4-6-8-10
7540300	8587	753602	Wastewater Treatment Operator - Senior	55	8-10
7540400	8588	756402	Wastewater Treatment Operator - Senior in Charge	60	9
7540100	8585	756101	Wastewater Treatment Operator-in-Training	38	6-8-10

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

January 1, 2010 through June 30, 2013

011C0110

Page 75

Job Class Code	MSA Job Code	Peoplesoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
9440300	8695	942402	Crew Chief	53	2-4-6-8-10
7532100	8572	754301	Process Laboratory Specialist I	48	2-4-6-8-10
7532200	8573	754401	Process Laboratory Specialist II	52	2-4-6-8-10
7532300	8574	754501	Process Laboratory Specialist III	56	2-4-6-8-10
2334100	8223	234102	Safety and Health Administrator I	43	2-4-6-8-10
2334200	8224	234201	Safety and Health Administrator II	48	2-4-6-8-10
2334300	8225	234301	Safety and Health Administrator III	54	2-4-6-8-10
2334400	8226	234405	Safety and Health Administrator IV	63	2-4-6-8-10
7120100	8520	713102	Wastewater Process Analyst I	54	2-4-6-8-10
7120200	8521	713202	Wastewater Process Analyst II	59	2-4-6-8-10
7120300	8522	713301	Wastewater Process Analyst III	64	2-4-6-8-10
7130100	8081	711204	Wastewater Process Engineer I	57	2-4-6-8-10
7130200	8082	711303	Wastewater Process Engineer II	66	2-4-6-8-10
7130300	8083	711404	Wastewater Process Engineer III	70	2-4-6-8-10

Note: Rates are to be adjusted in accordance with Article 8.4 of the CBA for employees in the bargaining unit upon ratification of the agreement.

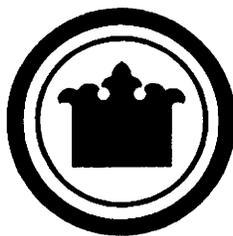
\* Helper employees in the Supported Employment Program will be paid ninety-five percent (95%) of the appropriate step of Range 30.

[blank page]

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

## **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

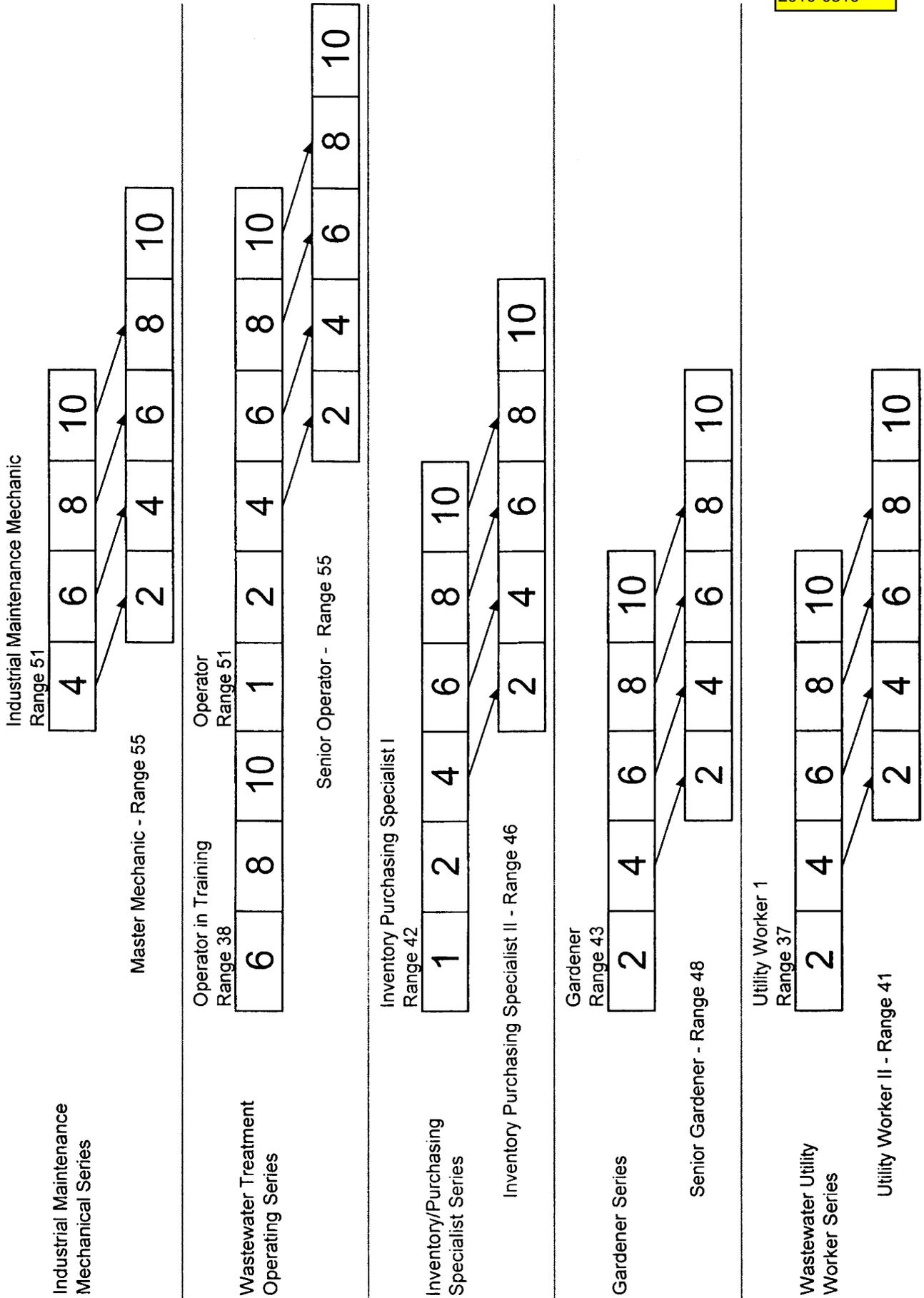
cc: Supervisor  
Employee  
Union  
WTD HR

PIP.doc  
Revised 7/3/03  
011C0110\_Appendix B - Page 7

# Job Progression Wage Range Chart

Eliminates progressions for Custodian, Wastewater Support Specialist, Industrial Lubrication Systems Specialist, Industrial Painter, Industrial Engine Mechanic, Industrial Machinist, Industrial Instrument Technician, Industrial Maintenance Electrician

Classification  
Titles



Attachment C

2010-0319

Lab Classifications

Range 48

2	4	6	8	10
---	---	---	---	----

Process Lab Specialist I

Range 52

2	4	6	8	10
---	---	---	---	----

Process Lab Specialist II

Range 56

2	4	6	8	10
---	---	---	---	----

Process Lab Specialist III

Range 54

2	4	6	8	10
---	---	---	---	----

Wastewater Process Analyst I

Range 59

2	4	6	8	10
---	---	---	---	----

Wastewater Process Analyst II

Range 64

2	4	6	8	10
---	---	---	---	----

Wastewater Process Analyst III

Range 57

2	4	6	8	10
---	---	---	---	----

Wastewater Process Engineer I

Range 66

2	4	6	8	10
---	---	---	---	----

Wastewater Process Engineer II

Range 70

2	4	6	8	10
---	---	---	---	----

Wastewater Process Engineer III



## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
<b>Service Employees International Union, Local 925 (Wastewater Treatment Division - Department of Natural Resources and Parks)</b>
<b>Labor Negotiator</b>
<b>Alex Golan</b>

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Document Tracking System Routing Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA?</i></b>	<b>No</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. Reformed job progression program developed to improve efficiency and accountability by establishing clear, management-driven criteria and a yearly review board; eliminates excess record-keeping and committees.
2. New limitation on seniority transfer provision to improve work team continuity, and skills/knowledge retention. Management has ability to hire through the competitive process up to two openings per year, per section, per certain classifications, plus a new "stability pay incentive" awarded to employees at same section for more than five years. Funding for this program comes from the discontinued attendance awards program.
3. New 40-hour annual limit on discretionary use of compensatory time to improve employee productivity through increased attendance.
4. Attendance awards program discontinued to remove incentive to come to work sick.
5. COLA at 2% for 2010 with reopeners for 2011, 2012, and 2013.
6. Extension of probationary term to nine months to discontinue inefficient process of probation extensions.

[blank page]

**CONTRACT SUMMARY**

**CONTRACT:** Service Employees International Union, Local 925  
(Wastewater Treatment Division - Department of Natural Resources and Parks)

**TERM OF CONTRACT:** January 1, 2010, through June 30, 2013

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** The employees within this bargaining unit perform a variety of administrative, technical and professional work in direct support of the county's Wastewater Treatment operations.

**NEGOTIATOR:** Alex Golan

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	Layoff provisions contained in the collective bargaining agreement set forth employees' rights to notice and recall in the event of a reduction-in-force.
➤ <b>INTEREST-BASED BARGAINING:</b>	A modified interest-based bargaining approach was used in these negotiations.
➤ <b>VACATION ACCRUAL &amp; SICK LEAVE CASHOUT:</b>	The contract provides for "benefit time" which is a combination of sick, vacation and holiday leave, similar to that provided by other employers with 24/7 operations and wastewater treatment operations. The accrual rates, when combined, equal the standard King County vacation, sick and holiday benefits. The leave cash-out is limited to 100% of up to 480 hours, and 35% of the remaining balance (same as the county's general cash-out of leave benefits).
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The parties have placed their commitment to ensuring a diverse workforce in the agreement's preamble.
➤ <b>CONTRACTING OUT OF WORK:</b>	The county agrees not to contract out work performed by bargaining unit members if the contracting out would eliminate positions, or reduce or limit the regular work load of the bargaining unit.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The parties have agreed to continued use of labor/management committees to work on issues of mutual concern, such as increasing productivity within the workplace.
➤ <b>DISCIPLINE &amp; GRIEVANCES:</b>	The contract provides for discipline based upon just cause for regular employees and sets forth a four-step formal grievance resolution process, as well as an informal conflict resolution procedure.

**CONTRACT SUMMARY**

**CONTRACT:** Service Employees International Union, Local 925  
(Wastewater Treatment Division - Department of Natural Resources and Parks)

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>MEDIATION:</b>	The contract's grievance procedure requires the parties to seek mediation prior to formally requesting binding arbitration on a contractual dispute.
➤ <b>CONTRACT CONSOLIDATION:</b>	The contract covers a wide variety of classifications performing different aspects of the operational and mechanical work at the wastewater treatment plants.
➤ <b>BENEFITS TRUST PLAN:</b>	N/A
➤ <b>HEALTH BENEFITS COST SHARING:</b>	The contract provides employees the health insurance package negotiated by the county in the Joint Labor Management Health Insurance Committee.
➤ <b>RELEASE TIME:</b>	Employees were granted release time for the eight days of negotiations for this agreement.
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	Labor negotiations were completed in a timely fashion during eight meetings within two months of expiration.
➤ <b>TIMELINESS OF IMPLEMENTATION:</b>	This agreement will be implemented in a timely manner.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The language of the contract is consistent with King County policies.
➤ <b>USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:</b>	The contract provisions are consistent with county policy and the provisions of state and federal law providing for leave for personal and family medical purposes.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:**

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

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	Wages are paid under the county's bi-weekly pay system.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	The classifications in this contract are not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	The contract does contain a no-strike provision.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	This contract contains a Benefit Time leave system in lieu of the county's regular vacation/sick/holiday leave provisions.
➤ <b>HOURS OF WORK:</b>	Employees in this bargaining unit generally work a 40-hour work week. In order to provide 24-hour coverage of the plant operations, Operators working the rotating shift work an unbalanced schedule that averages approximately 42 hours per week.
➤ <b>PERFORMANCE EVALUATIONS:</b>	Employees in the bargaining unit receive annual performance evaluations.

[blank page]



# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement		
<b>Title:</b>	Service Employees International Union, Local 925 (Wastewater Treatment Division - Department of Natural Resources & Parks)		
<b>Effective Date:</b>	1/1/2010 – 6/30/2013		
<b>Affected Agency and/or Agencies:</b>	Department of Natural Resources & Parks - Wastewater Treatment Division		
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, HRD	<b>Phone:</b> 205-8004	
<b>Department Sign Off:</b>	Tim Aratani, Manager, Finance & Administrative, Wastewater Treatment Division, DNRP	<b>Phone:</b> 263-6565	
<b>Note Reviewed by: Supplemental Required?</b>	Shelley De Wys, Budget Analyst	<b>Phone:</b> 263-9718	
NO <input type="checkbox"/>	YES <input type="checkbox"/>		

## EXPENDITURES FROM:

Fund Title	Fund Code	Department	2010		
WTD		DNRP	\$ 373,997		
<b>TOTAL</b>			<b>\$ 373,997</b>		

## EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2009 Base (Estimated)	2010		
Salaries			\$ 15,724,928	\$ 314,499		
OT			\$ 823,593	\$ 16,472		
PERS & FICA			\$ 2,151,308	\$ 43,026		
<b>TOTAL</b>			<b>\$ 18,699,829</b>	<b>\$ 373,997</b>		

## ASSUMPTIONS:

### Assumptions used in estimating expenditure include:

- Contract Period (s):** 1/1/2010 – 6/30/2013.
- Wage Adjustments & Effective Dates:**
  - COLA:** 2.00% for 2010, re-opener for 2011, 2012, and 2013.
  - Other:**
  - Retro/Lump Sum Payment:**
- Other Wage-Related Factors:**
  - Step Increase Movement:**
  - PERS/FICA:** 13%
  - Overtime:** Based on 2008 Actual OT use.
- Other Cost Factors:** The new stability pay plan is exactly offset by eliminating the attendance incentive award. The department is also anticipating a net savings from changes to the job progression process. Much of those savings are not directly in the bargaining unit, and are therefore not included in this fiscal note. A cap on using compensation time is anticipated to produce savings, but is not included in this note. An estimate of those savings can be found in the proviso provided by the Wastewater Treatment Division.

[blank page]

May 12, 2010

The Honorable Bob Ferguson  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Ferguson:

The enclosed ordinance, if approved, will ratify the Service Employees International Union, Local 925 (Wastewater Treatment Division) collective bargaining agreement for the period of January 1, 2010, through June 30, 2013. This agreement covers approximately 226 employees in the Department of Natural Resources and Parks.

The employees within the bargaining unit work within the county's Wastewater Treatment Division. The Wastewater Treatment Division protects public health and water quality by conveying, treating, and reclaiming wastewater and its by-products. The regional public utility has been preventing water pollution for nearly 40 years. It serves 18 cities, 16 local sewer utilities and more than 1.4 million residents in King, south Snohomish and northeast Pierce counties. The employees within this bargaining unit perform a variety of administrative, technical and professional work in direct support of the county's Wastewater Treatment operations.

This agreement contains significant improvements in efficiency, accountability, and productivity for the county. A major aspect of the agreement is the development of a reformed job progression program that will include management-driven criteria and a yearly review board. In addition, new limits on seniority-based location transfers and use of compensatory time will improve continuity, productivity, and skills retention at the plants.

The agreement conforms to all King County labor policies.

The wage settlement for this contract provides no change to existing wages. The cost-of-living increase for 2010 follows the standard county settlement agreed to with other labor organizations. The increase is based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%. The contract also provides a re-

The Honorable Bob Ferguson  
May 12, 2010  
Page 2

opener during 2011, 2012 and 2013 for the purpose of negotiating cost-of-living adjustments for those years.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact Patti Cole-Tindall, Labor Relations Manager, at 206-296-4273, at your convenience.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers  
    ATTN: Tom Bristow, Chief of Staff  
          Anne Noris, Clerk of the Council  
          Nick Wagner, Central Staff  
          Mike Alvine, Central Staff  
Dwight Dively, Director, Office of Management and Budget  
Caroline Whalen, County Administrative Officer, Department of Executive Services(DES)  
Anita Whitfield, Director, Human Resources Division (HRD), DES  
Michael Frawley, Deputy Director, HRD, DES  
Patti Cole-Tindall, Labor Relations Manager, HRD, DES

SECTION 105. WASTEWATER TREATMENT - From the water quality fund

there is hereby appropriated to:

Wastewater treatment \$108,872,937

The maximum number of FTEs for wastewater treatment shall be: 593.70

ER1 EXPENDITURE RESTRICTION:

Of this appropriation, \$1,717,149 shall be deposited in the wastewater treatment division's rate stabilization reserve.

ER2 EXPENDITURE RESTRICTION:

Of this appropriation, until April 30, 2010, \$1,363,340 shall be expended or encumbered by wastewater treatment division solely for metropolitan water pollution abatement costs incurred in response to Green river flooding.

After April 30, 2010, any remaining amount of the \$1,363,340 not expended or encumbered for such purposes shall be allocated to Category III funds (Culver program) and only for water quality improvement activities, programs and projects within watersheds served by the county's regional wastewater system, provided a supplemental appropriation is made to the water and land resources division.

P1 PROVIDED THAT:

Of this appropriation, \$100,000 may not be expended or encumbered until: (1) the executive has bargained with labor regarding a new contract for wastewater treatment operators at West Point and South treatment plants, including shift schedules and assumed over time or compensated time; and (2) the executive has reported to the council on the outcome of these negotiations, providing analysis of the costs and benefits of any recommended contract in a report transmitted to the council at least one month before

transmittal of legislation for council approval of a new contract with the wastewater treatment operators.

The report required to be submitted by this proviso must be filed in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers and to the committee coordinator for the government and accountability committee and the regional water quality committee or their successors.

P2 PROVIDED FURTHER THAT:

A. Of this appropriation, \$100,000 may not be expended or encumbered until the executive has collaborated with the Brightwater Oversight Management Consultant and the King County auditor's office capital projects oversight program and submitted a report for council acceptance by motion, regarding: (1) an analysis and verification that the wastewater treatment division's projected, as of December 31, 2009, operating costs for the Brightwater Treatment System are reasonable: (a) during the early postcommissioning phase when Brightwater effluent will be conveyed to other treatment plants for discharge; and (b) when fully operational and discharging effluent via the Brightwater conveyance system. If any portion of the wastewater treatment division's projected operating costs are not reasonable, then the report should indicate what elements should be adjusted and provide a reasonable estimate for those elements; and (2) building on the verified and, if necessary, adjusted estimate of operating costs for the Brightwater treatment system developed under item (1) of this subsection A. of this proviso, the results of the collaborative efforts in developing potentials to maximize

operational savings before and during the commissioning of the Brightwater treatment system. The report and motion shall be transmitted by April 2, 2010.

B. For the verification of wastewater treatment division projected operational costs analysis, the report shall examine, but not be limited to, the following: (1) a breakdown of the anticipated operating expenses associated with the early postcommissioning period and a breakdown of operating expenses when fully operational; (2) startup plans and necessary staffing; and (3) anticipated consultants or other resources that will be needed and the costs associated. Based on the verification of wastewater treatment division projected operational costs analysis, the report shall also specifically identify options for reducing operating costs and make recommendations for a cost-effective startup; as well as development of opportunities for operational savings.

C. Any report or motion required to be submitted by this proviso must be filed in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers and to the committee coordinator for the government and accountability committee and the regional water quality committee or their successors.

[blank page]

## **Response to 2010 Budget Ordinance 16717, Section 105, Proviso P1**

### **Introduction**

This report responds to 2010 Budget Ordinance 16717, Section 105, Proviso P1 in the Wastewater Treatment Division (WTD) operating budget. Specifically, the proviso limits the expenditure or encumbrance of \$100,000 until:

*(1) the executive has bargained with labor regarding a new contract for wastewater treatment operators at West Point and South treatment plants, including shift schedules and assumed over time or compensated time; and (2) the executive has reported to the council on the outcome of these negotiations, providing analysis of the cost and benefits of any recommended contract in a report transmitted to council at least one month before transmittal of legislature for council approval of a new contract with the wastewater treatment operators.*

The report first provides general background about the bargaining process that resulted in a tentative agreement on a new contract. It follows this with a summary of the major issues addressed during the negotiation process, and provides a table listing the changes contained in the proposed new contract along with the rationale for these changes. The report then estimates the dollar cost impact of the new contract provisions, as compared to the previous contract. The report concludes with a specific discussion and analysis of shift schedules and overtime and compensated time that took place during the negotiation process.

### **Negotiation Process**

Bargaining between the King County Wastewater Treatment Division (WTD) and Service International Employees Union (SEIU), Local 925 commenced December 15, 2009, prior to the expiration of the current collective bargaining agreement. The agreement which expired on December 31, 2009, was the result of an unconditional six-month rollover of the agreement set to expire on June 30, 2009. King County was represented by Amy Bann, Labor Negotiator II of the Human Resources Division, Labor Relations Section; and SEIU 925 was represented by Tyler Bass, K-12 Division Director. King County and SEIU 925 bargained for seven sessions, reaching tentative agreement on the entire contract agreement on February 25, 2010. The tentative agreement was ratified by the SEIU membership on March 17, 2010. The following is a summary of these negotiations.

### **Bargaining Issues**

King County approached this negotiation process seeking contract provisions that would increase performance, productivity and staffing flexibility, support organizational succession planning, and assist in knowledge transfer and staff retention at the West Point Treatment Plant. The county presented many issues related to schedules, transfer, paid leave and compensatory time (comptime), probationary period and the job progression program in support of these interests. SEIU's only proposal and primary issue was a cost of living pay increase for the term of the contract<sup>1</sup>.

---

<sup>1</sup> The SEIU 925 Bargaining Unit representing Wastewater Treatment Division staff had not ratified the Memorandum of Agreement regarding furloughs, and therefore was not provided a guaranteed 2010 Cost of Living Adjustment (COLA) as part of that agreement.

The county and SEIU engaged in an interest-based process to frame discussion around these issues. This process led to agreement on many issues, including staffing and transfers, comptime, length of probationary period and the job progression program. The following is a summary of the specific changes to the proposed contract compared to the prior contract, with a discussion of the rationale or benefits associated with each.

<b>Contract Article/Topic</b>	<b>Summary of Change</b>	<b>Rationale or Benefits</b>
9.3 Probationary Period	Lengthened new employee probationary period from six months to nine months, with exclusive right of the county to extend to twelve months.	Based on WTD experience, the technically complex jobs performed by wastewater operations staff requires longer than six months to evaluate. This change provides for a longer period to evaluate new employee performance under a variety of conditions (such as wet and dry season) and allows WTD to extend the probation period if warranted, or terminate employment during probationary period without right of appeal.
10.3 Seniority Transfers	Requires transfer candidates to demonstrate necessary skills for requested transfer position.  Provides for two vacancies in the operator, mechanic and instrument technician job families to be filled without seniority transfer consideration.	Due to its geographic location, the West Point Treatment Plant has significant turnover of skilled senior staff due to transfer to the South Treatment Plant location <sup>2</sup> . This contract change allows some continued availability of transfer opportunities, but aids in the retention of experienced staff at West Point, and their availability to train new staff and transfer knowledge.
10.3 Stability Pay Incentive	Provides a monetary incentive to remain at a work location rather than transfer to a new location. Employees are eligible for the incentive if they have more than five continuous years worked at the same section (East or West).	This provision would also assist in retaining experienced staff at West Point. In order to implement the Stability Pay Incentive, WTD eliminated the Attendance Award Program (the \$35,000 that was previously spent in Attendance Awards will now be used for this new Stability Pay Incentive).
10.6 Step Placement	Standardizes the rating on the annual performance evaluation needed to move to the next pay step in the range.	Aligns the contract with the division's performance expectations and provides consistent standard and accountability for satisfactory performance.

<sup>2</sup> The South Treatment Plant location may be accessed by public transportation and is located near major highways.

<b>Contract Article/Topic</b>	<b>Summary of Change</b>	<b>Rationale or Benefits</b>
10.6.1 Job Progression	<p>Makes significant changes to the Job Progression (JP) program, including the following:</p> <ul style="list-style-type: none"> <li>• Removes job progression from many classifications where it did not provide a business benefit to the division.</li> <li>• Provides for a Job Progression Readiness Assessment (JPRA) to be performed annually, to evaluate and approve an eligible employee's competency at the next level in the classification family (operator, mechanic etc.).</li> <li>• The JPRA Assessment will focus on the demonstration of the technical mastery of plant operations and maintenance as well as the leadership skills required to move to senior/master levels of a classification.</li> </ul>	<p>The existing Job Progression program required extensive resources to administer, and was not producing the desired outcome of high staff competency. The new program structure eliminates many of the administrative requirements of the current program and redirects those resources to technical training at the plants to ensure basic proficiency, and technical expertise, as well as staff development opportunities.</p>
16.5 Pager Pay	<p>Eliminates standby pay for an employee that fails to respond to a call-out or page while assigned to standby.</p>	<p>Promotes workplace accountability by incorporating the division's current practice of ending \$3.00/hour standby pay if an employee does not respond to a call-out while assigned to standby into the contract language, and eliminates grievances over the issue.</p>
17.3 Compensatory Time	<p>Limits Compensatory Time taken as discretionary leave to 40 hours per year.</p>	<p>Reducing comptime use to 40 hours restores approximately 2.42 Full Time Employment (FTEs) worth of additional working hours at the plants. The division realizes a net savings of approximately \$53,000 by restoring this productivity via overtime rather than by the cost of additional FTEs.</p>
Article 19 Attendance Award	<p>Elimination of escalating Attendance Award.</p>	<p>The division found that the Attendance Award was providing an incentive for behavior inconsistent with the illness prevention guidelines from Public Health. It was determined that employees were coming to work when ill to obtain an attendance award, rather</p>

<b>Contract Article/Topic</b>	<b>Summary of Change</b>	<b>Rationale or Benefits</b>
		than staying home to reduce the spread of illness. The money that was spent on the Attendance Award was redirected to the Stability Incentive, in order to reward employees for long-term employment in a section.
Article 26 Term of Agreement	Changes the term of agreement, from three years to three and one half years (January 1, 2010 – June 30, 2013).	A contract term of three and one half years provides for a lengthy period of labor stability, predictable labor costs, and less time in the negotiation process.
Appendix A	Two percent Cost of Living Increase (COLA) effective 2010, with reopeners to bargain further wage increases in the outlying years of the contract.	A 2 percent cost of living increase was provided effective 2010 with no further COLA guarantees. No further wage increases are provided without further market studies and bargaining for the remaining years of the contract.

Many of the benefits of the proposed changes cannot be easily expressed in dollar terms – such as the stronger incentives for staff retention and better accountability. The table below provides dollar estimates of the costs (and savings) of elements of the contract, compared to the existing contract, that can be quantified. WTD strongly believes that the approximate \$1.07 million net cost of the contract is worth the many benefits that the new contract provides.

**Summary of Dollar Contract Costs and (Savings)**

<b>Article</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>TOTAL</b>
10.3 Stability Pay Incentive	35,000	35,000	35,000	35,000	<b>140,000</b>
10.6.1 Job Progression	(79,905)	(51,720)	(68,480)	(93,840)	<b>(293,945)</b>
17.3 Compensatory Time	(33,344)	(33,344)	(33,344)	(33,344)	<b>(133,376)</b>
19 Attendance Award	(35,000)	(35,000)	(35,000)	(35,000)	<b>(140,000)</b>
<b>Subtotal</b>	<b>(113,249)</b>	<b>(85,064)</b>	<b>(101,824)</b>	<b>(127,184)</b>	<b>(427,321)</b>
Appendix A 2% COLA for 2010	373,997	373,997	373,997	373,997	<b>1,495,988</b>
<b>Total Contract Cost</b>	<b>\$260,748</b>	<b>\$288,933</b>	<b>\$272,173</b>	<b>\$246,813</b>	<b>\$1,068,667</b>

## **Rotating Shift Schedule**

The proviso specifically asks for information on the shift schedules, overtime and compensated time contained in the contract. These were important elements in the negotiation process, and the following provides background and the outcome of the current negotiations.

## **Background and Prior Negotiations**

Over the years, WTD has operated its two large treatment plants twenty-four hours a day, seven days a week using a variety of schedules. Since the treatment plant operators gained union representation over 20 years ago, the shift schedules have been subject to collective bargaining. As a result of past analysis and bargaining efforts, a rotating shift schedule is used to staff four shift crews at each treatment plant and provide 24-hour, seven day per week operation of the South and West Point Treatment Plants.

The rotating shift consists of two 11.7-hour days, 6:00 a.m. – 6:00 p.m., followed by two 11.7-hour nights, 6:00 p.m. – 6:00 a.m., followed by four days off. The Fair Labor Standards Act (FLSA) definition of a “workweek” consists of seven consecutive days in which overtime is calculated, and required to be paid on hours worked over 40 in the period. On the rotating shift there are weeks that an employee works greater than forty hours (gain periods), and there are weeks when an employee does not work a full forty hours (loss periods). Under the contract, an employee may choose to accrue compensatory time (comptime) or be paid overtime when they work more than 40 hours. Additional provisions of the contract allow the accrued comptime to supplement the schedule to 40 hours during the loss periods. Over the course of the year, an employee earns 127 hours of comptime beyond that required to supplement the loss periods. This additional comptime may be cashed out or taken as leave.

The division has periodically reviewed the shift schedule to determine if it remains the best option for staffing shift operations. The most recent review conducted in early 2006 was timed to conclude prior to contract bargaining with the wastewater treatment operators union in order that any recommended changes to the shift schedule could be negotiated at that time. In that review process, a committee of operations supervisors, the two plant managers, and Human Resources staff reviewed the 11.7-hour rotating shift focusing on the issues of cost, efficiency and employee health as compared to other schedules such as straight eight-hour shifts of days/evenings/nights and eight-hour rotating shifts.

At the time, the committee found that the four rotating shift crews with the current staffing levels cost approximately 6.5 percent more than other crew/shift configurations. However, the committee determined that the additional cost factor could be eliminated without modifying the schedule, by making a staffing change (reducing the number of employees on the shift crews) and making a change in the labor agreement affecting overtime eligibility. The committee noted two significant positive factors associated with keeping the schedule as is: 1) documented employee health advantages over other schedules, and 2) strong employee preference. King County management has placed an emphasis on employee preference in shift staffing because we recognize the impact on employees and their personal lives and want to offer staffing that meets our needs while retaining qualified employees.

As a result of the committee’s review, in the 2006 negotiation process, WTD did not propose altering the rotating shift schedule. However, WTD did negotiate a change in the eligibility for

overtime, from overtime calculated on all compensated hours over 40 to overtime calculated only on hours actually worked. The new language, resulted in overall cost savings without affecting productivity. In addition, based on the committee's review, plant management decided to reduce the size of the shift crews, using traditionally scheduled day operations staff to provide backfill for vacation and other leave with non-shift operators saving shift premium costs.

### **Current Negotiations Result in No Change to Rotating Shift Schedule**

During current negotiations resulting in this contract recommendation, King County proposed a review and potential change to the rotating shift schedules. The union immediately responded to this by requesting additional data regarding costs and potential alternatives. This led to the county re-assessing potential alternatives to the rotating shift schedule in light of the previously negotiated overtime changes and staffing level reductions. The additional alternatives analysis found that the existing rotating shift schedule, despite its built-in overtime costs, was the cost effective alternative that met the division's business needs. The primary reason for this finding is the employee productivity provided by the rotating shift schedule.

The rotating shift schedule allows the division to achieve its required staffing levels with fewer FTE positions than a traditional three-shift, eight-hour system. In order to maintain the current level of productivity per FTE under a traditional three-shift schedule, the division would be required to hire more employees to provide optimal staffing for the shift crews. Based on current staffing levels, there would be a need for three additional wastewater treatment operators at the West Point Treatment Plant. The salary and benefits for the additional staff cost approximately \$66,500 more than the cost of the overtime built into the rotating schedule.

WTD considered whether part-time labor could mitigate some of the additional salary and benefit costs, but analysis shows the use of part-time employees would still incur salary and benefits over the cost of overtime because of the rotating shift schedule. The significant training required to develop technically proficient operators ready to respond to a variety of operating conditions does not support the use of part-time or contingent employees, and is another reason the division eliminated this alternative.

The analysis conducted by the division and Human Resources staff determined that there would be no cost savings to the division by making significant changes to the scheduling of shift crews. These findings are reinforced by the recognition that additional shift premiums for swing and graveyard shifts would potentially have to be negotiated as part of the transition to a three-shift schedule, and the fact that related cost savings are provided by having the shift supervisors on the same rotating shift schedule.

Finally, the SEIU membership has consistently resisted changes to the rotating shift schedule. They cite the cohesiveness of work groups and relative health of the employees participating in rotating shift schedules as their primary interests in maintaining this work schedule. Their satisfaction with the current schedule is a significant factor in their overall acceptance of the proposed contract.

In sum, based upon the re-analysis that changes to the rotating shift schedule would not provide savings, the gains that were made on the operating issues described above, and the strong sentiment of the union around maintaining the rotating shift schedule, the county dropped its

proposal to change the shift schedule late in the bargaining process. In the end, the county and the union reached tentative agreement on the full contract.

Both WTD and the King County Human Resources Division are satisfied that the operating gains described above are a good value for the county and mitigate and offset any additional costs incurred by the granting of a 2 percent COLA in 2010. Bargaining reopeners and future COLA or other pay increases in future years of the contract will be measured against the realized value of these operational gains, as well as the stated county philosophy regarding salary setting and the comparable market. The division's continued focus on staffing flexibility and the development of a technically competent professional operations organization will bring benefits beyond salary savings, including enhanced protection of public health and the environment while maintaining the economic health of the organization and stable rates for customers.

[blank page]

June 30, 2010

The Honorable Bob Ferguson  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Ferguson:

The attached report responds to the adopted King County Budget Ordinance 16717, Section 105, Proviso P1, which requested a report to the King County Council on the outcome of contract negotiations with wastewater treatment plant operators. The proviso states:

*“Of this appropriation, \$100,000 may not be expended or encumbered until: (1) the executive has bargained with labor regarding a new contract for wastewater treatment operators at West Point and South treatment plants, including shift schedules and assumed over time or compensated time; and (2) the executive has reported to the council on the outcome of these negotiations, providing analysis of the costs and benefits of any recommended contract in a report transmitted to the council at least one month before transmittal of legislation for council approval of a new contract with the wastewater treatment operators”.*

The Executive has reached an agreement on a proposed contract with wastewater treatment operators. The attached report addresses item (2) of the proviso, analyzing the costs and benefits of the contract. Because of a change in labor negotiators, the legislation to approve the contract was transmitted before this legislation. Council staff has been apprised of this sequencing issue.

Bargaining between the King County Wastewater Treatment Division (WTD) of the Department of Natural Resources and Parks and Service International Employees Union (SEIU), Local 925 commenced December 15, 2009. King County and SEIU 925 bargained for seven sessions, reaching tentative agreement on the entire contract agreement on February 25, 2010. The tentative agreement was ratified by the SEIU membership on March 17, 2010. The enclosed report is a summary of these negotiations.

The Honorable Bob Ferguson

June 30, 2010

Page 2

If you have any questions about the report, please feel free to contact Christie True, Director of the Wastewater Treatment Division, in the Department of Natural Resources and Parks, at 206-684-1236.

Thank you for your review of this report.

Sincerely,

Dow Constantine  
King County Executive

Enclosure

cc: King County Councilmembers  
    ATTN: Tom Bristow, Chief of Staff  
          Anne Noris, Clerk of the Council  
          Nick Wagner, Principal Legislative Analyst  
Patti Cole-Tindall, Director, Office of Labor Relations  
Dwight Dively, Director, Office of Management and Budget and Office of Strategic  
    Planning and Performance Management  
Anita Whitfield, Director, Human Resources Division, Department of Executive  
    Services  
Bob Burns, Interim Director, Department of Natural Resources and Parks (DNRP)  
Christie True, Director, Wastewater Treatment Division, DNRP