

1 AGREEMENT BETWEEN  
2 KING COUNTY  
3 AND  
4 INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117  
5 REPRESENTING  
6 THE SUPERVISORY BARGAINING UNITS  
7 WASTEWATER TREATMENT DIVISION  
8 KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS

7 ARTICLE 1: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION, SHOP  
8 STEWARDS..... 3

9 ARTICLE 2: NON-DISCRIMINATION ..... 5

10 ARTICLE 3: NO STRIKES OR LOCKOUTS ..... 5

11 ARTICLE 4: MANAGEMENT RIGHTS AND RESPONSIBILITIES..... 5

12 ARTICLE 5: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD ..... 6

13 ARTICLE 6: PERSONNEL ACTIONS ..... 7

14 ARTICLE 7: SENIORITY ..... 9

15 ARTICLE 8: DISCIPLINARY ACTION..... 9

16 ARTICLE 9: PERFORMANCE APPRAISALS AND PERFORMANCE IMPROVEMENT  
17 PLAN..... 10

18 ARTICLE 10: DISPUTE RESOLUTION PROCEDURES ..... 11

19 ARTICLE 11: CLASSIFICATIONS AND RATES OF PAY ..... 15

20 ARTICLE 12: HOURS OF WORK AND OVERTIME ..... 17

21 ARTICLE 13: BENEFIT TIME ..... 19

22 ARTICLE 14: BENEFITS..... 23

23 ARTICLE 15: LEAVES OF ABSENCE WITH AND WITHOUT PAY ..... 26

24 ARTICLE 16: SPECIAL CONDITIONS ..... 29

25 ARTICLE 17: SAVINGS CLAUSE ..... 30

26 ARTICLE 18: CONTRACTING OUT ..... 31

27 ARTICLE 19: TERM AND APPLICABILITY OF AGREEMENT ..... 32

28 ADDENDUM A: WAGE ADDENDUM (UNION CODE F5)

ADDENDUM B: WAGE ADDENDUM (UNION CODE F5A)

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

MEMORANDUM OF AGREEMENT: TRANSFER PROCEDURES



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

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

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

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

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

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

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

12           **PREAMBLE**

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

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

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

22           The Agreement was developed to accomplish the following goals:

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

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

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

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

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

- 3 • Collaborate to produce an excellent Agreement while building an ongoing
- 4 labor/management relationship based on open communications, mutual trust, and respect.
- 5 • Include a process in the Agreement by which mutually beneficial changes can take place.

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

7 **STEWARDS**

8 **1.1 Union Recognition**

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

13 **1.2 Union Membership**

14 **A.** It is a condition of employment that, within thirty (30) days of the effective date of  
15 this Agreement, all employees covered by the Agreement will become and remain members in good  
16 standing in the Union, or pay an agency fee to the Union in lieu of membership dues. This  
17 requirement will apply to employees who are temporarily appointed to work in a job classification  
18 covered by this Agreement if the appointment is expected to last thirty (30) days or more, however,  
19 they will not be required to pay initiation fees and become a “member in good standing” if such  
20 action is based solely upon an “acting” position status.

21 **B.** Employees covered by this Agreement who qualify for an exemption from the  
22 requirement for Union membership based on an employee’s bona fide religious belief shall contribute  
23 an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the  
24 Union. The Employee shall furnish the Union with written proof each month that such payments are  
25 being made. If the employee and the Union do not reach agreement on such matter, the Public  
26 Employment Relations Commission (PERC) shall designate the charitable organization.

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

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

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

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

### 11 **1.3 Union Dues Deduction**

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

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

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

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

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

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

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

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

## 12 **ARTICLE 2: NON-DISCRIMINATION**

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

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

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

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

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

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

1           **4.2 Management Rights - Enumerated**

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

15           **4.3 Payroll System**

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

20           **ARTICLE 5: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**

21           **5.1 General**

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

26           **5.2 Probationary Period**

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

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

### 5 **5.3 Trial Service Period**

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

## 12 **ARTICLE 6: PERSONNEL ACTIONS**

### 13 **6.1 Job Posting**

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

### 17 **6.2 Special Duty for Internal Candidates**

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

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

### 26 **6.3 Competitive Promotions**

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



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

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

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

#### 14 **6.4 Layoffs of Regular Employees**

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

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

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

1           **6.5 Outplacement**

2           The County will make available its employee outreach services for employees who have been  
3 notified of their impending layoff through the County's employment resource center.

4           **6.6 Recall**

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

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

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

15           **ARTICLE 7: SENIORITY**

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

20           7.2 Seniority for layoff and recall shall be defined as the length of continuous service with the  
21 County including time served under the former Metro.

22           7.3 Seniority for purposes of transfers and all other purposes under the Agreement that refer  
23 to classification seniority shall be defined as the length of continuous service within the classification.

24           **ARTICLE 8: DISCIPLINARY ACTION**

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

1           **8.2** All discipline of regular employees who have completed the probationary period under  
2 Section 5.2 shall be subject to the Dispute Resolution Procedures in Article 10.

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

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

7 **PLAN**

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

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

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

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

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

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

- 26                   • Opportunity for the employee to be involved in the development of the PIP
- 27                   • Description of the employee's specific performance deficiencies
- 28                   • Specific performance objectives

- Listing of resources available to the employee, as appropriate
- Specified duration (up to 12 months) that provides sufficient time for the employee to make the required improvements
- Regular review of the employee's performance with written evaluation to the employee indicating his/her progress in meeting the specific performance objectives.

**B.** The act of placing an employee on a PIP is not a grievable action.

**C.** While on a PIP, an employee will not receive any scheduled salary step increase. If the employee successfully completes the PIP, the employee will then receive the delayed salary step increase the first pay-period following successful completion of the PIP. The employee will not be paid retroactive step increase for the period the step increase was delayed. Delayed receipt of a salary step increase will not impact future scheduled salary step increases.

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

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

## **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

### **10.1 Grievance/Arbitration/Mediation**

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

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

1           The Union shall not be required to press employee grievances if, in the opinion of the Union,  
2 the grievance(s) lack(s) merit. With respect to the processing, disposition and/or settlement of any  
3 grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the  
4 exclusive representative of the employee(s) covered.

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

8                   **A. Definitions.**

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

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

13                   **B. Procedure.**

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

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

1 designee may interview the employee and/or his/her representative and receive any additional related  
2 evidence which he/she may deem pertinent to the grievance. He/she shall make his/her written  
3 decision available within twenty (20) working days of receipt of the grievance; copies will be  
4 provided to the employee, the Union representative, the employee's Section Manager or designee,  
5 division Human Resources, and the Labor Relations Director or designee. If the Division Director or  
6 designee does not issue a written decision within twenty (20) working days of having received the  
7 grievance, the grievance may be advanced to the next level. If the grievance is not pursued to the  
8 next higher level within twenty (20) working days of the issuance of the Step 2 decision (or the date  
9 by which such decision is due, if no decision is issued), it shall be presumed resolved.

10 **Step 3.** If after thorough discussion with the Division Director or designee, the  
11 grievance has not been satisfactorily resolved, the employee or his/her Union representative may  
12 submit the grievance in writing to the Labor Relations Director or designee. The grievance statement  
13 must include a brief description of the events that are the basis of the grievance, the provisions of this  
14 Agreement that the employee believes have been violated, and the requested remedy. All letters,  
15 memoranda and other written materials previously considered at Step 1 shall be made available for  
16 the review and consideration of the Labor Relations Director or designee. The Labor Relations  
17 Director or designee may interview the employee and/or his/her representative and receive any  
18 additional related evidence which he/she may deem pertinent to the grievance. He/she shall make  
19 his/her written decision available within twenty (20) working days of receipt of the grievance; copies  
20 will be provided to the employee, the Union representative, and the employee's Division Director or  
21 designee, division Human Resources. If the Labor Relations Director or designee does not issue a  
22 written decision within twenty (20) working days of having received the grievance, the grievance may  
23 be advanced to the next level. If the grievance is not pursued to the next higher level within twenty  
24 (20) working days of the issuance of the Step 3 decision (or the date by which such decision is due, if  
25 no decision is issued), it shall be presumed resolved.

26 **Step 4.** If the decision of the Labor Relations Director or designee does not resolve  
27 the grievance, the grievance may be submitted to arbitration by the Union within twenty (20) working  
28 days of the date of response provided in Step 3 (or the date by which such decision is due, if no

1 decision is issued).

2           Should arbitration be necessary either after an attempt to mediate the dispute or directly after  
3 Step 3, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the  
4 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of  
5 seven (7) arbitrators furnished by the Public Employment Relations Commission (PERC) or the  
6 Federal Mediation and Conciliation Service (FMCS), whichever source is mutually acceptable. The  
7 arbitrator will be selected from the list by both the County representative and the Union, each  
8 alternately striking a name from the list until only one name remains. The party to strike first shall be  
9 determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the American  
10 Arbitration Association shall be asked to render a decision promptly and the decision of the arbitrator  
11 shall be final and binding on both parties.

12           No matter may be arbitrated which the County, by law, has no authority over, nor authority to  
13 change, or has been delegated to any civil service commission or personnel board as defined in RCW  
14 41.56.

15           The arbitrator shall have no power to change, alter, detract from or add to the provisions of  
16 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement  
17 in reaching a decision.

18           The arbitrator's fee and expenses shall be borne equally by both parties. The fee for any court  
19 reporter shall be borne by the party requesting same unless otherwise mutually agreed. A copy of any  
20 record shall be made available to the other party at cost. Each party shall bear the cost of its  
21 presentation, including attorney's fees, regardless of the outcome.

22           **C. Time Limits.** Time limits may be extended by written agreement of the parties.

### 23           **10.2 Alternate Dispute Resolution Procedures**

24           After a grievance is initially filed, the following Alternative Dispute Resolution (ADR)  
25 process may be followed at any step of the grievance process, with mutual consent. This process will  
26 not exceed twenty (20) working days unless extended by mutual agreement:

27           **A.** A meeting will be arranged by the Union representative and County representative  
28 to attempt to resolve the matter.

1 B.

2 (1) The meeting will include a mediator and the affected parties (including the  
3 Labor Negotiator).

4 (2) The parties may mutually agree to other participants such as Union and  
5 management representatives or subject matters experts.

6 C. The parties will meet at mutually agreeable times to attempt to resolve the matter.

7 D. If the matter is resolved, the grievance will be withdrawn.

8 E. If the matter is not resolved, the grievance will continue through the grievance  
9 process and be considered timely under the previous step.

10 F. Either party may initiate the next step in the grievance process at the appropriate  
11 time, irrespective of this process.

12 G. Offers to settle and aspects of settlement discussions will not be used as evidence  
13 or referred to if the grievance is not resolved by this process.

14 **ARTICLE 11: CLASSIFICATIONS AND RATES OF PAY**

15 11.1 The classifications and rates of pay for all employees in the Supervisors' bargaining  
16 units are listed in Addendums A and B of this Agreement.

17 11.2 The Cost of Living provisions are under Appendix A.

18 11.3 Regular employees who receive a satisfactory annual performance appraisal shall  
19 progress two (2) steps annually until reaching the top step of their salary range. New employees hired  
20 on or after November 1, 2008 shall be placed at Step 2 of their range and shall progress two (2) steps  
21 annually on November 1, until they reach the top step of their range, provided they have completed  
22 probation or trial service period by November 1 and receive a satisfactory performance appraisal.  
23 The County may hire an employee above Step 2 in accordance with 3.15.120 of the King County  
24 Code.

25 Regular employees who are at Step 10 and receive the highest rating on their performance  
26 appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of two point five  
27 percent (2.5%), or five percent (5%), above Step 10. This must be re-earned each year.



1           **11.4 Special Duty.** A regular employee who is temporarily assigned in writing by his/her  
2 supervisor to perform the work of a higher-paying classification for a period of one (1) work day or  
3 more for employees paid on an hourly basis or one (1) workweek or more if paid on a salary basis,  
4 shall receive a pay increase of approximately five percent (5%), but not more than the maximum of  
5 the salary range of the higher classification. Special duty pay may exceed the top of the salary range  
6 where the employee is receiving above-Step-10 incentive pay. In those instances, the special duty pay  
7 may exceed the maximum of the new pay range by no more than five percent (5%) and shall continue  
8 only as long as the incentive pay would have remained in effect. Supervisors on special duty will  
9 maintain a minimum of a five percent (5) increase over their highest paid subordinate classification  
10 base rate, but not to exceed the maximum of the supervisor's assigned salary range.

11           **11.5** Shift supervisors regularly assigned to operations rotating shift shall receive a shift  
12 differential of one dollar (\$1.00) per hour for all compensated hours. Employees temporarily  
13 assigned to a full rotating shift shall receive the rotating shift premium. In addition to the rotating  
14 shift premium provided herein, employees shall receive a premium of five percent (5%) of their  
15 regular rate of pay for all hours worked on the nighttime shift portions of the rotating shift.  
16 Employees temporarily assigned to the nighttime shift portion of the rotating shift shall receive the  
17 five percent (5%) rotating shift premium for hours worked on the nighttime shift portions of the  
18 rotating shift.

19           **11.6** Shift supervisors not assigned to standby who are called in to work on an unscheduled  
20 basis or because of an emergency, within twelve (12) hours or less of their scheduled report time,  
21 shall be paid at the overtime rate for the actual hours worked, with a minimum of three (3) hours. If  
22 subsequent call-ins fall within three (3) hours, further pay will not start until the fourth (4th)  
23 unscheduled work hour. A call-in may be cancelled; however, if the call-in is cancelled less than four  
24 (4) hours prior to the scheduled start of the call-in, the employee shall be paid the minimum amount  
25 of call-in pay (three [3] hours). Travel time to and from the job shall be considered as working time  
26 in such circumstances. Employees who have been notified more than twelve (12) hours before report  
27 time that their work schedule has been changed shall not be eligible for call-in pay.

28           **11.7** Shift supervisors who are scheduled to attend meetings on their regular day(s) off or

1 who are required to return to work on a work day to attend a meeting or are required to return to work  
2 on a day off shall be compensated for the greater of two (2) hours or the actual meeting time at the  
3 overtime rate.

4 **ARTICLE 12: HOURS OF WORK AND OVERTIME**

5       **12.1** Except for shift supervisors, employees covered by this bargaining unit are employed in  
6 a bona fide executive, administrative or professional capacity and are in turn exempt from overtime  
7 payments under the Federal Fair Labor Standards Act (FLSA) and are expected to work the hours  
8 necessary to satisfactorily perform their jobs. The following provisions of this Article apply only to  
9 shift supervisors. Shift supervisors shall be treated as hourly employees; they are eligible for  
10 overtime, compensatory time, and other benefits of this Agreement that normally apply to hourly  
11 employees.

12       **12.2 Hours of Work**

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

15           **B.** Rotating shifts are four (4) continuous days of two (2) eleven and seven-tenths  
16 (11.7) hour day shifts and two (2) eleven and seven-tenths (11.7) hour night shifts, followed by four  
17 (4) scheduled days off before starting a new rotation cycle.

18           **C.** Other innovative work schedules mutually agreed upon by the County and the  
19 Union may be utilized.

20       **12.3** The following provisions of this Article apply only to shift supervisors.

21       **12.4 Meal and Rest Periods**

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

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

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

3 **12.5 Overtime**

4 A. Employees required to work more than their regular workday or workweek will be  
5 paid either overtime for such additional hours at one and one-half (1-1/2) times the employee's  
6 regular hourly rate of pay or compensatory time at the rate of one and one-half (1-1/2) times the  
7 amount of overtime hours actually worked.

8 B. Paid benefit time, extended sick leave and compensatory time shall not be counted  
9 as time worked for purposes of overtime calculation. The County will provide the Union with at least  
10 thirty (30) days notice of any change in the workweek or payroll week for employees covered by this  
11 Agreement.

12 C. For the purpose of calculating overtime, an employee's workday shall be defined  
13 as beginning with the first (1st) hour of their regularly assigned shift and continuing for a total of  
14 twenty-four (24) consecutive hours. The workweek shall consist of seven (7) consecutive twenty-four  
15 (24) hour periods as defined by the County.

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

18 E. Employees working two (2) consecutive hours of unscheduled overtime  
19 immediately following the employee's regularly scheduled workday shall be eligible to receive a meal  
20 expense reimbursement. For purposes of this provision, "unscheduled overtime" is overtime about  
21 which the employee is notified on the day in question.

22 **12.6 Compensatory Time**

23 A. Accrued compensatory time shall be available for the employee's use as paid time  
24 off the job. Accrued compensatory time in excess of eighty (80) hours (forty-eight [48] hours where  
25 requested by the employee) shall be paid off at the conclusion of each calendar year quarter at the  
26 employee's regular hourly rate of pay. A current balance of compensatory time hours available will  
27 be shown on the pay stub. Employees may not use compensatory time until it is earned and is shown  
28 on the pay stub.

1                   **B. Overtime/Compensatory Time Option.** The supervisor and the employee shall  
2 determine which form of compensation will be provided. The employee's preference for either  
3 overtime pay or compensatory time or a combination thereof will be honored. However, business  
4 needs may prevent the employee from earning compensatory time in lieu of overtime pay. This  
5 selection shall be made prior to the employee submitting their time sheet for the pay period in which  
6 the overtime was worked. Employees' requests to use compensatory time earned may be denied if  
7 such leave would unduly disrupt the County's business operations.

8                   **12.7** Fourteen (14) calendar days notice will be given an employee prior to implementing an  
9 involuntary change in the employee's regular schedule, except in cases of emergency.

10                   **12.8** The County may not change an employee's regular schedule for the purpose of avoiding  
11 the payment of overtime.

12                   **ARTICLE 13: BENEFIT TIME**

13                   **13.1 General Description**

14                   The benefit program has two elements to it: one is Benefit Time (BT) and the other is  
15 Extended Sick Leave (ESL). Both programs are for benefit eligible employees and built on the  
16 accrual rate table set forth in Section 13.5. This program recognizes the need for scheduled time  
17 away from the job (vacation and holidays) for personal reasons and for occasions when the employee  
18 must be away because of illness or injury. Benefit Time is administered with the understanding that:  
19 a) BT is intended to constitute wages earned for services rendered, and b) because business needs  
20 may constrain employees' ability to utilize leave, the Agreement provides for a yearly cash  
21 conversion of up to one hundred twenty (120) hours of Benefit Time.

22                   **13.2 Definitions**

23                   **A.** All BT and ESL time is based on a two thousand eighty (2,080) hour year. BT is  
24 the bank of time accrued for use during scheduled paid time off, including holidays, and unscheduled  
25 paid time off (excluding bereavement leave and jury duty) to include the first two (2) consecutive  
26 days of unscheduled illness for employees and to care for their eligible dependents.

27                   **B.** ESL is the bank of time accrued for use during all paid nonscheduled illness  
28 exceeding two (2) consecutive scheduled workdays for employees and to care for their eligible

1 dependents, as well as for pre-scheduled paid time off (e.g., surgery or tests) or injury of the employee  
2 or to care for an eligible dependent.

3 C. Employees may donate BT and ESL to another benefit eligible employee in  
4 accordance with County guidelines for donation of vacation and sick leave, respectively.

### 5 13.3 Principles

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

8 B. Operational efficiency is increased by the responsible management of the BT  
9 usage. The appropriate use of BT rests with the business teams.

### 10 13.4 Absence

11 A. Employees are expected to schedule BT as far in advance as possible to facilitate  
12 business team planning. Employees are expected to notify the County each day of any unscheduled  
13 absence. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days,  
14 the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day.  
15 However, all BT and ESL time shall be coordinated with, and supplementary to, Workers'  
16 Compensation.

17 B. Hourly employees who become ill or who are injured while at work shall apply the  
18 applicable accrued BT or ESL for that portion of the shift that they are unable to complete. This day  
19 will be considered the first day of unscheduled absence in case of illness or injury when determining  
20 the activation of payment of ESL time. Hourly paid employees may use accrued BT and ESL in  
21 increments of one-half (1/2) hour if approved by the supervisor.

22 C. Salaried employees use accrued BT in increments of not less than one (1) regular  
23 work day. Salaried employees who are absent for part of a work day will not be required to charge  
24 such absences against any accrued leave balances nor will the employee's pay be reduced.

25 D. Employees unable to work because of any other personal emergency shall be  
26 allowed to use BT for any unworked but scheduled hours.

27 E. BT and ESL will be paid only to the extent that BT and ESL hours have been  
28 accrued by the employee in the pay period immediately preceding the absence.

1                   **13.5 BT ESL Accrual**

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

4

	<b>Accrual Rates</b>		
<b>Years of Employment</b>	<b>Annual</b>	<b>Bi-weekly</b>	<b>Hourly</b>
Less than 5 years	232	8.923	0.1115
5 years but less than 8 years	256	9.846	0.1231
8 years but less than 10 years	264	10.154	0.1269
10 years but less than 16 years	296	11.385	0.1423
16 years but less than 17 years	304	11.692	0.1462
17 years but less than 18 years	312	12.000	0.1500
18 years but less than 19 years	320	12.308	0.1538
19 years but less than 20 years	328	12.615	0.1577
20 years but less than 21 years	336	12.923	0.1615
21 years but less than 22 years	344	13.231	0.1654
22 years but less than 23 years	352	13.538	0.1692
23 years but less than 24 years	360	13.846	0.1731
24 years but less than 25 years	368	14.154	0.1769
More than 25 years of service	376	14.462	0.1808

21

22                   B. ESL accrual shall accumulate for all employees on the basis of fifty-six (56) hours  
23 per year (0.0269 hours per hour).

24                   C. The hourly accrual rates indicated in this article shall not be construed to mean that  
25 FLSA exempt employees receive compensation based on number of hours worked.

26                   **13.6 BT and ESL Accumulation**

27                   A. Employees with at least four hundred and eighty (480) hours at the pay period  
28 ending before April 1st shall have the option to convert up to one-hundred twenty (120) hours of BT

1 to cash if their classification is listed under Addendum A. Employees whose classifications are listed  
2 under Addendum A who promote into a position covered by this Agreement and all employees hired  
3 after January 1, 2012, will be limited to converting forty (40) hours of BT time to cash. Except,  
4 employees hired or promoted into a rotating shift Wastewater Treatment Supervisor position after  
5 January 1, 2012 will be able to covert up to eighty (80) hours of BT into cash. Except further,  
6 Wastewater Treatment Supervisors who are hired before January 1, 2012 and eligible for converting  
7 up to 120 hours of BT to cash will retain their cash out rate when moving from or to a rotating shift to  
8 non-rotating shift position. All other BT eligible employees will be able to convert up to forty (40)  
9 hours of their BT time to cash, down to a balance of four hundred and eighty (480) hours.

10           **B.** BT in excess of six hundred (600) hours for employees who can convert up to one  
11 hundred twenty (120) hours of BT to cash, or in excess of five hundred and sixty (560) for employees  
12 who can convert up to eighty (80) hours of BT to cash, or in excess of five hundred twenty (520) for  
13 employees who can convert up to forty (40) hours of BT to cash from the pay period ending before  
14 April 1st of the calendar year shall be forfeited. Exception: an employee who exceeds their BT cap  
15 i.e., six hundred (600) or five hundred and sixty (560) or five hundred twenty (520) hours, on or after  
16 April 1 as a direct result of cancellation by the County of the employee's absence shall be allowed to  
17 retain the excess hours for up to six (6) additional months (to the following October 1) provided the  
18 employee did not have an opportunity to use the excess time before April 1.

19           **C.** There shall be no limit on the amount of ESL accrued.

### 20           **13.7 Upon Retirement or Death**

21           Upon retirement from the County or death, an employee or their beneficiary shall be paid for  
22 up to four-hundred eighty (480) hours of accrued BT at one-hundred percent (100%) and for all  
23 accrued ESL at thirty-five percent (35%). Retirement as a result of length of service means an  
24 employee is eligible, applies for and begins drawing a pension from PERS or the city of Seattle  
25 Retirement Plan immediately upon terminating County employment.

26           **13.8** Employees have successfully completed probation may cash-out a maximum of 480  
27 hours of BT time upon leaving employment in good standing. Employees returning to regular service  
28 who resigned, were separated for non-disciplinary medical reasons or from layoff within two (2)

1 years will have their ESL restored.

2 **13.9 Holidays**

3 A. All work performed on the following holidays by hourly employees shall be paid at  
4 the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked:

- 5 • New Year's Day
- 6 • Martin Luther King Jr.'s Birthday
- 7 • Washington's Birthday (also known as President's Day)
- 8 • Memorial Day
- 9 • Independence Day
- 10 • Labor Day
- 11 • Veteran's Day
- 12 • Thanksgiving Day
- 13 • Day after Thanksgiving Day
- 14 • Christmas Day

15 B. Holidays will be on the actual day of the holiday for shift crews and on the day the  
16 County observes the holiday for employees whose workdays are on Monday through Friday. Shift  
17 supervisors required to work on December 24th will be paid one and one-half (1-1/2) times the  
18 employee's hourly rate of pay for all hours worked.

19 **ARTICLE 14: BENEFITS**

20 **14.1 Benefit Plan Administration**

21 The administration of the employee benefit plans is the responsibility of the County. The  
22 County is committed to helping employees understand the benefits to which they are entitled  
23 eliminating red tape where possible, and ensuring efficient administration by the parties with which it  
24 contracts. The County may make administrative changes that are necessary or desirable and will  
25 notify the Union of administrative changes as they occur.

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

28 A. There is an established Labor/Management Insurance Committee comprised of



1 representatives from the County and the Labor Union Coalition whose function is to review, study,  
2 and make recommendations relative to existing medical, dental, and life insurance programs.

3           **B.** The Union and the County agree to incorporate changes to employee insurance  
4 benefits which the County may implement as a result of the agreement of the Joint Labor  
5 Management Insurance Committee.

6           **14.2 Eligibility**

7           Benefit eligible employees and their eligible dependents will receive insured benefits (e.g.,  
8 medical and dental) coverage from the first day of the calendar month following the date of hire, or  
9 the date of hire if it is the first day of the month.

10           **14.3 Retirement**

11           Bargaining unit employees are currently covered by the Public Employees Retirement System.  
12 All terms, conditions, and benefits shall be pursuant to the laws, ordinances, and rules and regulations  
13 governing this retirement system.

14           **14.4 Pension Trust**

15           **14.4.1 Contribution.** The County will contribute one dollar (\$1.00) to the Western  
16 Conference of Teamsters Pension Trust (Pension Trust) on behalf of each member of the bargaining  
17 unit whose position is covered under Addendum A and two dollars (\$2.00) for those classifications  
18 covered under Addendum B in accordance with the parties' pension agreements.

19           **14.4.2 Wage Reduction.** In order to participate in the Pension Trust all bargaining  
20 unit employees shall have their wage rate reduced by the amount of the County's contribution on the  
21 employee's behalf pursuant to Section 14.4.1. The parties agree and understand that this contribution  
22 shall not be reported as part of the employees' wage to the State Department of Retirement Systems  
23 or the Internal Revenue Service, nor shall this contribution be part of the employees' wage for  
24 computation of overtime or any salary-based premium pay.

25           **14.5 Workers' Compensation**

26           **A.** The County will maintain workers' compensation procedures and payments  
27 consistent with all state laws, administrative rules, and guidelines promulgated by the state legislature  
28 and Department of Labor and Industries.

1           **B.** In addition to the compensation benefits accruing to employees under state  
2 industrial insurance laws, or in addition to the compensation earned for alternative work, an employee  
3 may use his/her accrued BT and ESL to supplement the workers' compensation payment. An  
4 employee will not receive compensation in excess of what he/she would normally receive in net take-  
5 home pay. Any overpayment must be returned to the County. Net take-home pay will be calculated  
6 based on the employee's hourly wage at the time of injury times eighty (80) hours minus mandatory  
7 deductions.

8           **C.** Employees who miss work due to on-the-job injuries will continue to accrue BT  
9 and ESL on straight-time hours of work lost, for a maximum of sixty (60) workdays missed during  
10 each calendar year.

11           **14.6 'Home Free' Guarantee**

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

18           **14.7 Prior Ongoing Permanent Savings**

19           In order to memorialize the gainsharing distribution for ongoing permanent savings to the  
20 wastewater program achieved under the prior collective bargaining agreement, a permanent  
21 adjustment for past productivity gains will be added to the base hourly pay rate for all employees  
22 employed in a bargaining unit position prior to November 18, 2006 and shall be adjusted for COLA  
23 in accordance with the provisions of Appendix A. Employees hired or promoted into bargaining unit  
24 positions on or after November 18, 2006 shall be entitled to receive the wage adjustment under this  
25 section if the employee is hired/promoted from a position which received the adjustment at the time  
26 of the hiring/promotion. The provisions of this section will not apply to employees in classification  
27 listed under Addendum B.

1 **ARTICLE 15: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

2 **15.1 Leaves of Absence With Pay**

3 **A. Bereavement Leave.** In the event of death of a member of the employee's family,  
4 a benefit eligible employee will be granted three (3) days off with pay to attend the funeral. In  
5 addition to the bereavement leave granted herein, a maximum of three (3) days ESL may be used with  
6 approval of the employee's supervisor. For purposes of this section, employee's family is defined as:

- 7 • Employee's spouse or domestic partner
- 8 • Children of the employee, employee's spouse or domestic partner
- 9 • Parents of the employee, employee's spouse or domestic partner
- 10 • Siblings
- 11 • Grandchildren
- 12 • Grandparents
- 13 • Son-in-law, daughter-in-law

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

21 **C. Military Duty/Training Leave.** An employee who is a member of the  
22 Washington National Guard or any organized reserve of the Armed Forces of the United States, and is  
23 ordered to be on active training duty, shall be allowed twenty-one (21) work days of military leave  
24 during each training year. The employee must present orders for active or inactive training duty to  
25 his/her supervisor prior to taking leave. The employee may use military leave for weekend reservist  
26 duty.

27 **D. Executive Leave.** Employees covered by this Agreement who are in salaried  
28 positions and eligible for Executive Leave as provided in Executive policy will receive three (3)

1 days of Executive Leave per calendar year. Executive Leave up to seven (7) additional days per year,  
2 as provided in the Executive policy, may be granted at the discretion of the County.

### 3 **15.2 Family and Medical Leave**

4 **A.** Up to eighteen (18) weeks of unpaid leave shall be granted to benefit eligible  
5 employees for the employee's own serious health condition, or for family care, as provided by King  
6 County Code 3.12.220 (Substitute Ordinance No. 13377), as amended.

7 **B.** The employee must exhaust all accrued ESL prior to using unpaid leave for the  
8 employee's own health condition. Donated leave shall run concurrently with unpaid leave.

9 **C.** For a leave for family reasons, the employee shall choose at the beginning of the  
10 leave whether it will be paid or unpaid; when an employee chooses to take paid leave for family  
11 reasons, the employee may reserve up to eighty (80) hours of accrued ESL.

12 **D.** The County shall continue its contribution to health insurance during the period of  
13 unpaid leave.

### 14 **15.3 Military Family Leave**

15 **A.** As provided under RCW 49.77 employees whose spouse is a member of the  
16 United States armed forces, national guard, or reserves who has been notified of an impending call or  
17 order to active duty, or who has been deployed, or when the military spouse is on leave from  
18 deployment, shall be entitled to a total of fifteen (15) days of unpaid leave per deployment or the use  
19 of accrued paid leave.

20 **B.** In addition, the National Defense Authorization Act (NDAA) amends the Family  
21 and Medical Leave Act (FMLA) by providing up to twelve (12) weeks of leave for "any qualifying  
22 exigency" and up to twenty six (26) weeks of FMLA leave to care for the serious health condition of  
23 an injured or ill covered service member. Leave for a "qualifying exigency" provides up to twelve  
24 (12) weeks of leave for one of eight (8) clearly defined reasons arising out of the fact that the spouse,  
25 son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to  
26 active duty status in support of a contingency operation. Military caregiver leave under the NDAA  
27 provides up to twenty six (26) weeks of leave, instead of the standard twelve (12) weeks, to care for  
28 the serious health condition of a covered service member who is recovering from an illness or injury

1 sustained in the line of duty. Eligible family members for military caregiver leave include the spouse,  
2 son, daughter, parent, or next of kin of the injured covered service member. Leave under the NDAA  
3 continues to follow the same eligibility criteria, protections and benefits available under the FMLA  
4 law.

#### 5 **15.4 Domestic Violence Leave**

6 Employees who are victims of or who have family members that are victims of domestic  
7 violence, sexual assault, or stalking may take reasonable leave from work for legal or law-  
8 enforcement assistance, medical treatment or counseling as provided for under RCW 49.76.

9 Employees may use any accrued leave for domestic violence leave, including ESL or BT,  
10 compensatory time, or unpaid leave time. Employees eligible for this leave include a child, spouse,  
11 parent, parent-in-law, grandparent or person whom with the employee has a dating relationship.

#### 12 **15.5 Leaves of Absence Without Pay**

13 Benefit eligible employees may request a leave of absence without pay by presenting a written  
14 request to their immediate supervisor along with any supporting documentation. The decision to  
15 grant a leave of absence without pay shall be at the discretion of the County.

#### 16 **15.6 Return from Leave of Absence**

17 **A.** Regular employees wanting to return from a medical leave of absence, or who need  
18 to extend the leave of absence beyond the original return date, may be required to be examined by a  
19 physician of the County's choice at the County's cost to determine the employee's right to either a  
20 continuing leave or work status.

21 **B.** Regular employees will be re-employed in their former classification at the end of  
22 the leave, provided the employee is able to perform the work. Seniority, ESL balance earned, and BT  
23 accrual rates based upon seniority established at the time of departure on leave of absence shall be  
24 restored when the employee returns to work. No seniority or benefits will accrue while on a leave of  
25 absence without pay. In the case of Union business leave, employees granted leave will continue to  
26 earn seniority.

27 **15.7** To the extent that the Washington State Family Care Act (RCW 49.12.295) provides a  
28 greater benefit than the provisions of this Agreement, the Washington State law will apply.

1 **ARTICLE 16: SPECIAL CONDITIONS**

2 **16.1 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 **16.2 Vehicle Usage Reimbursement**

6 Employees who are required and are authorized to use their own vehicles on the County's  
7 business shall be reimbursed at the Internal Revenue Service rate or the rate established by Council,  
8 whichever is greater.

9 **A. Take-Home Vehicles**

10 Because certain classifications in the bargaining unit require specialized vehicles with  
11 specialized equipment to perform county work outside of an employee's normally scheduled  
12 workday, employees assigned to such classifications shall be assigned County-owned vehicles with  
13 such equipment in accordance with County policy.

14 **16.3 Personnel Files**

15 The employee or his/her representative (if the employee so authorizes in writing) may  
16 examine the employee's personnel files, including the division personnel file.

17 Employees may request that a document be removed from their personnel file in accordance  
18 with established division procedures and HR policy.

19 **16.4 Legal Counsel**

20 Employees named as a defendant in a civil action arising out of the performance of the  
21 employee's duties shall be provided legal representation and indemnification in accordance with the  
22 provisions of King County Code 4.13.010 and 4.13.020.

23 **16.5 Drug and Alcohol Testing Policy**

24 **A.** The parties have agreed to implement the "Prohibited Drug Use and Alcohol  
25 Misuse Education and Testing Program Policy for Employees Occupying Safety-Sensitive Positions"  
26 (hereinafter, "Drug and Alcohol Policy") with the following modifications or additions:

27 **B.** All bargaining unit employees subject to random testing will be included in a  
28 single random testing pool of County employees.

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

4 D. When available, a second supervisor will observe the behavior that warrants a  
5 reasonable suspicion test and will complete related forms in accordance with the Drug and Alcohol  
6 Policy.

#### 7 **16.6 Recognition Programs**

8 The County and the Union agree to develop and implement programs which recognize  
9 employees in areas such as safety, service, and attendance.

#### 10 **16.7 Safety Standards**

11 A. The County and its employees value a safe working environment and recognize  
12 their mutual obligation to maintain safety standards. The County shall adopt and enforce a program  
13 in accordance with applicable state and federal laws and regulations that encourages the safety  
14 committees to establish programs that meet the County and the employee safety needs and that clearly  
15 delineates safety equipment needs, thereby setting the standard for all employees to perform their  
16 duties in a safe and competent manner.

17 B. The County shall supply and maintain safety-related items and equipment in  
18 accordance with established practice and special conditions.

### 19 **ARTICLE 17: SAVINGS CLAUSE**

20 17.1 Should any part hereof or any provision herein contained be rendered or declared invalid  
21 by reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
22 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
23 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and  
24 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full  
25 force and effect.

26 17.2 It is intended that this Agreement and the County's established personnel policies, rules,  
27 and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in  
28 conflict with this Agreement, their provisions shall be applicable to employees in the bargaining

1 unit. Wherever a conflict may arise between said personnel policies, rules, and regulations, and this  
2 Agreement, the provisions of the Agreement shall control.

3 **ARTICLE 18: CONTRACTING OUT**

4       **18.1** The County shall not contract out work performed by members of the bargaining unit if  
5 the contracting of such work eliminates, reduces, or limits the normal work load of the bargaining  
6 unit.

7       **18.2** In the case of a circumstance that is beyond the control of the County at the time action  
8 is required, that could not reasonably have been foreseen, and for which the County is not reasonably  
9 able to provide the necessary tools, employees, or equipment to perform the work in a timely manner,  
10 the County shall be allowed to enter into contracting arrangements for this purpose only. The County  
11 shall officially notify the Union of such instances in advance and discuss the impact of and possible  
12 alternatives to these arrangements, if any, on the bargaining unit.

13       **18.3** If, in order to secure funding for a specific project, the County is required to contract all  
14 or part of the work to be performed due to limitations imposed by the funding agreement, such  
15 contracting shall not be considered as a violation of the Agreement. In such instances, the Union  
16 shall be officially notified in advance.



1 **ARTICLE 19: TERM AND APPLICABILITY OF AGREEMENT**

2 The provisions of this Agreement shall become effective when ratified by the parties, unless a  
3 different effective date is specified, and covers the period from November 1, 2010 through  
4 December 31, 2014.

5  
6  
7 APPROVED this 8 day of OCTOBER, 2012.

8  
9  
10  
11 By: 

12 King County Executive

13  
14  
15  
16  
17  
18 

19 Tracey A. Thompson  
20 Secretary-Treasurer  
International Brotherhood of Teamsters Local Union No. 117