

AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES' ASSOCIATION
Department of Natural Resources & Parks - Supervisors and Staff

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

PREAMBLE 1

ARTICLE 1: PURPOSE.....2

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP3

ARTICLE 3: RIGHTS OF MANAGEMENT4

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT4

ARTICLE 5: EMPLOYEE RIGHTS.....5

ARTICLE 6: BENEFIT TIME7

ARTICLE 7: LEAVE DONATIONS AND GENERAL LEAVES.....11

ARTICLE 8: HOURS OF WORK AND OVERTIME22

ARTICLE 9: LAYOFF, RECALL AND TRANSFER24

ARTICLE 10: DISCIPLINE.....26

ARTICLE 11: CONFLICT RESOLUTION29

ARTICLE 12: GRIEVANCE PROCEDURE.....29

ARTICLE 13: NON-DISCRIMINATION32

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION.....33

ARTICLE 15: PART-TIME AND TEMPORARY EMPLOYMENT33

ARTICLE 16: TIME, SPACE AND PROPERTY34

ARTICLE 17: SAVINGS CLAUSE.....36

ARTICLE 18: WAGE RATES.....36

ARTICLE 19: CONTRACTING OUT42

ARTICLE 20: SAFETY STANDARDS43

ARTICLE 21: SPECIAL CONDITIONS43

ARTICLE 22: RETIREMENT45

ARTICLE 23: PERSONNEL ACTIONS45

ARTICLE 24: BENEFIT PLAN.....48

ARTICLE 25: DURATION.....49

APPENDIX A: WAGE ADDENDUM.....50

APPENDIX B: PERSONNEL GUIDELINES EXCEPTIONS53

APPENDIX C: GROUND RULES OF THE ADMINISTRATIVE SUPPORT COALITION
BARGAINING (EXHIBIT A)

**AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES' ASSOCIATION
Department of Natural Resources & Parks - Supervisors and Staff**

PREAMBLE

This Agreement is the result of good faith negotiations between King County ("County") and the Technical Employees' Association, ("the Association" or "TEA"). This relationship is a partnership based on mutual interests, respect and trust. These Articles constitute an Agreement between the County and TEA, comprised of all employees in the Supervisor and Staff bargaining units.

This document establishes a framework within which the County and the Association can achieve our joint mission to efficiently and effectively plan, design, construct and operate the public's wastewater treatment system while providing a high quality work environment. Both parties agree that this Agreement allows for the flexibility needed to further the goals of: improving the work environment, ensuring economic feasibility of the Wastewater Treatment Division, providing a compensation package that is competitive with the best in the wastewater treatment industry, generating gains in efficiency and effectiveness, and attracting and retaining outstanding employees.

The County and the Association recognize that the workplace is changing in an effort to improve the delivery of services. The County and the Association also agree that improvement in the workplace is an evolutionary process that requires the long-term commitment of both parties. The elements of workplace improvement such as the Continuous Improvement, LEAN, Equity and Social Justice, business planning, organizational changes and performance measurement should be viewed as a system.

In support of practices that reflect our commitment to shared values, the County and the Association should:

- Trust each other,

- 1 • Listen and respond to public/customer concerns,
- 2 • Respect people,
- 3 • Promote a diverse workforce,
- 4 • Take responsible risks,
- 5 • Behave the way we say we do,
- 6 • Give and get reliable business information,
- 7 • Work to improve our technical excellence and teamwork,
- 8 • Foster a labor/management partnership based on shared interests,
- 9 • Collaborate in building an ongoing labor/management relationship based on open
- 10 communications, mutual trust, and respect, and
- 11 • Enjoy challenges, work, and humor.

12 The TEA-Management Committee was created as an informal forum to support ongoing
13 changes and continuous improvements in the workplace. Issues are to be discussed in a collaborative
14 manner.

15 To accommodate this process, the role of the TEA-Management Committee (TMC) is to deal
16 jointly with areas of mutual interest to all parties, to move all parties toward a shared vision of a
17 productive work place, and to oversee the tasks called for in the labor agreement.

18 **ARTICLE 1: PURPOSE**

19 **1.1 Purpose.** The purpose of this Agreement is to set forth in writing the negotiated wages,
20 hours and working conditions for those employees who are covered by this Agreement.

21 **1.2 Maintenance of Working Conditions.** The County recognizes its obligation to
22 negotiate wages, hours and working conditions with TEA.

23 **1.3 Application of Personnel Guidelines.** As set forth in this section, the 2005 King County
24 Personnel Guidelines shall apply to members of this bargaining unit where this Agreement is silent or
25 ambiguous. The 2005 Personnel Guidelines (except those identified in Appendix B to have no
26 application) shall replace any pre-existing practice between the parties, provided that nothing in those
27 Guidelines will be interpreted or applied to circumvent the parties' collective bargaining obligations.
28 However, should any genuine established practice arise subsequent to July 1, 2005, and such practice

1 conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a matter on which the
2 Agreement is either silent or ambiguous), then the practice shall govern. Should the Guidelines be
3 invoked to interpret the contract, the arbitrator reserves the right to determine what weight should be
4 given along side those other interpretive factors that an arbitrator might conclude appropriate.

5 Except as expressly noted, definitions in the Personnel Guidelines shall apply to the
6 interpretation of the Personnel Guidelines only.

7 **ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

8 **2.1 Recognition.** The County recognizes the Association as the exclusive bargaining
9 representative of all employees in two separate bargaining units in the staff unit comprised of all
10 employees in the Project Planning and Delivery, Resource Recovery, Brightwater and the
11 Environmental and Community Services Sections of the Wastewater Treatment Division of the
12 Department of Natural Resources and Parks (DNRP), excluding, managers, confidential employees,
13 student interns, employees in the Industrial Waste unit of the Environmental and Community Services
14 Section (represented by Washington State Council of County and City Employees, Council 2, Local
15 1652R), and all other employees. The two separate bargaining units recognized above include: 1)
16 One bargaining unit consisting of all employees excluding supervisors and 2) Another bargaining unit
17 consisting of all supervisors.

18 **2.2 Association Membership.** All employees covered by this Agreement shall, as a
19 condition of continued employment, within thirty days after TEA's signing this Agreement, either (1)
20 pay TEA the regular initiation fee and regular monthly dues uniformly required of members, or (2)
21 pay an amount established by TEA as Agency Fees not to exceed regular dues and fees uniformly
22 required of members. All regular, term-limited temporary and temporary employees covered under
23 this Agreement who are hired on or after TEA's signing of the Agreement shall, as a condition of
24 continued employment, within thirty days following the starting date of their employment, either (1)
25 pay TEA the regular initiation fee and regular monthly dues uniformly required of members, or (2)
26 pay an amount established by TEA as Agency Fees not to exceed regular dues and fees uniformly
27 required of members.

28 Failure by an employee to satisfy the above paragraph of this section shall constitute just

1 cause for dismissal provided TEA notifies the County and the affected employee of its intent to seek
2 dismissal of the affected employee within thirty (30) days of making a request for dismissal. At the
3 expiration of thirty days notice, TEA may request dismissal in writing. Discharge must occur within
4 thirty (30) days of such request.

5 **2.3 Religious Exemption.** If an employee can substantiate, in accordance with existing law,
6 bona fide religious beliefs or tenets which prohibit the employee from paying dues or otherwise
7 contributing to a labor organization, such employee shall notify the County and TEA of his or her
8 objection to membership in TEA, and shall pay an amount equivalent to regular union dues and
9 initiation fees to a non-religious charitable organization mutually agreed upon by the employee
10 affected and TEA. If the employee and TEA do not reach agreement on such matter, the Public
11 Employees Relations Commission shall designate the charitable organization.

12 **2.4 Dues Deduction Procedure.** The County shall deduct regular monthly dues and
13 initiation fees from the employee's paycheck when authorized in writing by the employee. The
14 deductions will be transferred to TEA monthly. TEA shall refund any amounts paid to it in error
15 upon presentation of proper evidence thereof. TEA will indemnify, defend, and hold the County
16 harmless against any claims made and any suit instituted against the County on account of the
17 application of any provision of this article as it relates to the collection of TEA dues and assessments.
18 The County shall notify TEA of changes in employment status on a monthly basis.

19 **ARTICLE 3: RIGHTS OF MANAGEMENT**

20 The management of the County and the direction of the work force are vested exclusively in
21 the County, except as may be limited by the express written terms of this Agreement.

22 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

23 **4.1 Waiver.**

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

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

1 respect to any subject or matter appropriate for collective bargaining, and that the understanding and
2 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
3 Agreement. Therefore, the County and TEA, for the life of this Agreement, each voluntarily and
4 unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain
5 collectively with respect to any subject or matter, even though such subjects or matters may not have
6 been within the knowledge of contemplation of either or both of the parties at the time that they
7 negotiated or signed this Agreement.

8 **4.2 Modification.** Should the parties agree to amend or supplement the terms of this
9 Agreement, such amendments or supplements shall be in writing. No binding agreements, including
10 but not limited to memorandums of understanding, side letters, etc., involving the day-to-day
11 administration of the collective bargaining agreement or the bargaining relationships will be entered
12 into with the bargaining representative without the authorization of the King County Labor Relations
13 Director or his/her designee.

14 **ARTICLE 5: EMPLOYEE RIGHTS**

15 **5.1 Personnel Files.**

16 A. The employee and/or an Association representative may examine the employee's
17 personnel files if the employee so authorizes in writing. Material placed into the employee's files
18 relating to job performance or personal character shall be provided to the employee prior to placement
19 in the file. The employee may challenge the propriety of including it in the files. If, after discussion,
20 the County retains the material in the file, the employee shall have the right to insert contrary
21 documentation into the file.

22 B. Unauthorized persons shall not have access to employee files or other personal data
23 relating to the employee. The Department Director/designee will determine staff authorized for
24 access to personnel files maintained in the Department of Natural Resources and Parks. This does not
25 limit the Union's statutory right to request information pursuant to its statutory right to request
26 collective bargaining information. All persons with the exception of WTD, King County Labor
27 Relations personnel, Department of Executive Services, and Prosecuting Attorney staff shall record
28 access to employee files.

1 C. The only personnel files will be the Department personnel file and the Section
2 personnel file. Additionally, supervisors may keep a "working file" which may be used for the
3 purpose of developing an annual evaluation. Such materials will be purged from this working file
4 when the evaluation is finalized. Notes taken for such purposes may be added to the personnel file.

5 D. Written warnings and/or reprimands shall remain in the employee's personnel file
6 for a maximum of three (3) years except where there is a reoccurrence of a similar nature.
7 Suspensions or demotions may be removed from the employee's personnel file after five (5) years
8 upon request of the employee and approval of the Division Director.

9 **5.2 Right to Representation.** An employee, at his/her request, has a right to Union
10 representation at any meeting which s/he reasonably believes may lead to disciplinary action against
11 the employee. If the employee requests TEA representation in such a matter, the employee will be
12 provided with reasonable time to arrange for TEA representation. The parties acknowledge that in
13 certain instances a reasonable time may be as little as the same day.

14 **5.3 Seniority List.** The County will supply the Association with a seniority list twice a year
15 upon written request. Requests are to be directed to the Wastewater Treatment Division's Human
16 Resources Manager. The list will include each TEA employee's name, job classification number,
17 classification title, section, and seniority data.

18 Seniority for all purposes of this Contract shall be calculated as a person's continuous length
19 of service in a Wastewater bargaining unit represented by TEA from April 13, 2001. Employees with
20 the same WTD TEA seniority shall be subject to a tiebreaker, which shall be the employee's King
21 County/Metro adjusted service date. The "adjusted service date" means the most recent date of hire
22 into a regular position, as backdated for any prior eligible service that ended no more than two years
23 before reemployment and is adjusted (postdated) for unpaid leaves of absence, including unpaid family
24 leave, that exceed thirty (30) calendar days. In this context, eligible service means employment in a
25 regular position; however, if an employee moves from a term-limited temporary position into a regular
26 position with no break in service, employment in the term-limited temporary position will be included
27 when establishing the adjusted service date. Breaks in the continuous length of service shall be
28 calculated in the same manner as the adjusted service date. Seniority will be posted in years, months

1 and days.

2 **5.4 Supervision and Evaluations.** Employees will be supervised and evaluated by the
3 supervisor of the work group responsible for establishing the performance expectations, deliverables,
4 and assignments for the majority of the employee's workload.

5 **ARTICLE 6: BENEFIT TIME**

6 **6.1 General Description**

7 The benefit program has two elements to it: one is Benefit Time (BT) and the other is
8 Extended Sick Leave (ESL). Both programs are built on the accrual rate table set forth in
9 Section 6.5. This program recognizes the need for scheduled time away from the job (vacation and
10 holidays) for personal reasons and for occasions when the employee must be away because of illness
11 or injury. Benefit Time is administered with the understanding that: a) BT is intended to constitute
12 wages earned for services rendered, and b) because business needs may constrain employees' ability
13 to utilize leave, the Collective Bargaining Agreement provides for a yearly cash conversion of up to
14 forty hours (40) hours of Benefit Time. Full-time regular, part-time regular, provisional, probationary
15 and term-limited temporary employees shall receive the leave benefits provided in this Article.

16 **6.2 Definitions**

17 All BT and ESL time is based on a two thousand eighty (2,080) hour year. Benefit Time (BT)
18 is the bank of time accrued for use during scheduled paid time off, including holidays, and
19 unscheduled paid time off (excluding bereavement leave and jury duty) to include the first two (2)
20 consecutive days of unscheduled illness for employees and their dependents.

21 Extended Sick Leave (ESL) is the bank of time accrued for use during all paid nonscheduled
22 illness exceeding two (2) consecutive scheduled workdays for employees and their dependents, as
23 well as for pre-scheduled sick leave. Sick leave is considered scheduled if the employee has
24 requested leave using an Absence Request Form or email to the supervisor or his/her designee before
25 the end of the workday prior to the leave.

26 Employees may donate BT and ESL to another employee in accordance with Section 7.2.

27 **6.3 Principles**

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

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

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

4 **6.4 Absence**

5 Employees are expected to schedule BT as far in advance as possible to facilitate workload
6 planning. Employees are expected to notify the Employer each day of any unscheduled absence. If
7 the reason for unscheduled absence is for illness in excess of two (2) consecutive days, the employee
8 shall be paid from their accrued ESL bank beginning with the third (3rd) day. However, all BT and
9 ESL time shall be coordinated with, and supplementary to, Workers' Compensation.

10 Hourly employees who become ill or who are injured while at work shall apply the applicable
11 accrued Benefit Time or Extended Sick Leave for that portion of the shift that they are unable to
12 complete. This day will be considered the first day of unscheduled absence in case of illness when
13 determining the activation of payment of Extended Sick Leave time. Hourly employees may use
14 accrued benefit time in increments of one-half (1/2) hour if approved by the supervisor.

15 FLSA exempt employees use accrued BT and ESL in increments of not less than one regular
16 work day. FLSA exempt employees who are absent for part of a work day will not be required to
17 charge such absences against any accrued leave balances nor will the employee's pay be reduced.

18 Employees unable to work because of any other personal emergency shall be eligible to use
19 BT for any unworked but scheduled hours upon approval by the supervisor.

20 Benefit Time (BT) and Extended Sick Leave (ESL) will be paid only to the extent that BT and
21 ESL hours have been accrued by the employee in the pay period immediately preceding the absence.

1 **6.5 Benefit Time Accrual and Extended Sick Leave Accrual**

2 Benefit Time accrual shall be as follows:

3

	Accrual Rates		
Years of Employment	Annual	Bi-weekly	Hourly
4 Less than 5 years	232	8.923	0.1115
5 5 years but less than 8 years	256	9.846	0.1231
6 8 years but less than 10 years	264	10.154	0.1269
7 10 years but less than 16 years	296	11.385	0.1423
8 16 years but less than 17 years	304	11.692	0.1462
9 17 years but less than 18 years	312	12.000	0.1500
10 18 years but less than 19 years	320	12.308	0.1538
11 19 years but less than 20 years	328	12.615	0.1577
12 20 years but less than 21 years	336	12.923	0.1615
13 21 years but less than 22 years	344	13.231	0.1654
14 22 years but less than 23 years	352	13.538	0.1692
15 23 years but less than 24 years	360	13.846	0.1731
16 24 years but less than 25 years	368	14.154	0.1769
17 More than 25 years of service	376	14.462	0.1808

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21 Annual and bi-weekly totals in the above table are approximations and may vary slightly
22 based on the hourly rate. Extended Sick Leave accrual shall accumulate for all employees on the
23 basis of fifty-six (56) hours per year (0.0269 hours per hour). All leave accruals will be prorated for
24 regular part-time employees on the percentage of full-time worked.

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

27 **6.6 Benefit Time and Extended Sick Leave Accumulation and Conversion**

28 The maximum accumulated carryover of Benefit Time from the pay period ending before

1 April 1st of one calendar year to the next shall be six hundred (600) hours (prorated for part-time
2 employees on the percentage of full-time worked). Employees with at least four hundred and eighty
3 (480) hours at that time shall have the option to convert up to forty (40) hours to cash, down to a
4 balance of four hundred and eighty (480) hours. Accumulated hours beyond 600 (or prorated for part-
5 time) will be forfeited in the payroll period that contains April 1.

6 There shall be no limit on the amount of Extended Sick Leave (ESL) accrued.

7 After implementation of this agreement in 2012 employees may convert up to forty (40) hours
8 from their extended sick leave balance into benefit time or from benefit time to extended sick leave.

9 On April 1st 2013 employees may convert up to thirty (30) hours from their extended sick leave
10 balance into benefit time or from benefit time to extended sick leave. Again on April 1st 2014,
11 employees may again convert up to twenty (20) hours from their extended sick leave balance into
12 benefit time or from benefit time to extended sick leave. Conversions will be done on an hour-for-
13 hour basis.

14 **6.7 Upon Retirement or Death**

15 Upon retirement from the County or death, an employee or their beneficiary shall be paid for
16 up to four-hundred eighty (480) hours of accrued benefit time (BT) at one-hundred percent (100%)
17 and for all accrued Extended Sick Leave (ESL) at thirty-five percent (35%).

18 **6.8 Upon Separation**

19 Employees shall be paid for accrued Benefit Time to their date of separation if they have
20 successfully completed their first six (6) months of County service in a paid leave eligible position up
21 to 480 hours maximum and any remainder shall be forfeit and not be paid. Payment shall be made at
22 the employee's rate of pay in effect upon the date of leaving County employment less mandatory
23 withholdings. If employees leave prior to successful completion of the first six (6) months of County
24 service, they shall forfeit and not be paid for accrued Benefit Time.

25 Separation from employment except by reason of retirement, death, layoff, or non-disciplinary
26 medical reasons will cancel all Extended Sick Leave accrued to the paid leave eligible employee as of
27 the date of separation. Should a regular career service employee resign in good standing, be laid off or
28 separated for non-disciplinary medical reasons and return to County employment within two (2) years,

1 his/her accrued Extended Sick Leave will be restored.

2 **6.9 Holidays**

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

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

16 Holidays will be on the day King County observes the holiday. Employees will use accrued
17 Benefit Time, compensatory time, or Executive Leave in the amount of the regularly scheduled
18 workday in order to receive compensation for the holiday. Holiday time must be used no later than
19 the following pay period.

20 An employee who does not have sufficient accrued leave will not be paid for the holiday,
21 unless as above, an hourly employee works on the holiday with the approval of his supervisor.
22 Employees on alternate work schedules without sufficient BT to be paid for the holiday may, with the
23 approval of their supervisor, adjust their work schedules in order to have the holiday fall on a regular
24 day off.

25 **ARTICLE 7: LEAVE DONATIONS AND GENERAL LEAVES**

26 **7.1** Full-time regular, part-time regular, provisional, probationary and term-limited temporary
27 employees shall receive the leave benefits provided in this Article.

28 **7.2 Donation of Leaves.** Donation of benefit time hours and donation of extended sick leave

1 hours shall be as provided herein. However, should King County formally change its policies
2 regarding donation of leave, the parties agree that either party may open this contract within 60 days
3 for the purpose of negotiation over these subjects.

4 **A. Benefit Time hours:**

5 **1. Approval Required.** An employee eligible for paid leave may donate a
6 portion of his/her accrued benefit time to another employee eligible for leave benefits. Such donation
7 will occur upon written request to and approval of the donating and receiving employee's department
8 director(s)/designee, except that requests for benefit time donation made for the purposes of
9 supplementing the extended sick leave benefits of the receiving employee will not be denied unless
10 approval would result in a departmental hardship for the receiving department.

11 **2. Limitations.** The number of hours donated will not exceed the donor's
12 accrued benefit time as of the date of the request. No donation of benefit time will be permitted
13 where it would cause the employee receiving the transfer to exceed his/her maximum benefit time.

14 **3. Use of Donated Leave.** Donated hours accrue to the donee's leave bank
15 and do not expire or return to the donor once accrued. Donated benefit time leave hours will be
16 excluded from cashout provisions contained in Article 6. For purposes of this Article, the first hours
17 used by an employee will be accrued benefit time hours.

18 **B. Extended Sick Leave hours:**

19 **1. Written Notice Required.** An employee eligible for paid leave may donate
20 a portion of his/her accrued extended sick leave to another employee eligible for leave benefits upon
21 written notice to the donating and receiving employee's department director(s).

22 **2. Minimum Leave Balance Required (Donor).** No donation will be
23 permitted unless the donating employee's extended sick leave accrual balance immediately
24 subsequent to the donation is one hundred (100) hours or more. No employee may donate more than
25 twenty-five (25) hours of his/her accrued sick leave in a calendar year.

26 **3. Use of Donated Leave.** Donated hours accrue to the donee's extended sick
27 leave bank and do not expire or return to the donor once accrued. Donated extended sick leave hours
28 will be excluded from the extended sick leave cashout provisions contained in Article 6. For

1 purposes of this Article, the first hours used by an employee will be accrued extended sick leave
2 hours.

3 **4. No Solicitation.** All donations of leave made under this Article are strictly
4 voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other
5 compensation or benefits in exchange for donating leave hours.

6 **5. Conversion Rate.** All leave hours donated will be converted to a dollar
7 value based on the donor's regular hourly rate at the time of donation. Such dollar value will then be
8 divided by the receiving employee's regular hourly rate to determine the actual number of hours
9 received.

10 **7.3 Leave - Organ Donors.** The manager/designee shall allow all employees eligible for paid
11 leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such
12 as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five
13 (5) days paid leave, which shall not be charged to benefit time or extended sick leave, provided that:

14 **A.** The employee gives the manager/designee reasonable advance notice of the need to
15 take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where
16 there is reasonable expectation that the employee's failure to donate may result in serious illness,
17 injury, pain or the eventual death of the identified recipient.

18 **B.** The employee provides written proof from an accredited medical institution,
19 organization or individual as to the need for the employee to donate bone marrow, a kidney, or other
20 organs or tissue or to participate in any other medical procedure where the participation of the donor
21 is unique or critical to a successful outcome.

22 Time off from work for the purpose set out above in excess of five (5) working days will be
23 subject to the terms of this Agreement.

24 **7.4 Leave of Absence without Pay.** If a leave of absence is taken in conjunction with a
25 workers' compensation claim, no authorization for the leave is required. All other leaves of absence
26 without pay are administered as follows:

27 **A.** An employee eligible for leave benefits may take a leave of absence without pay
28 for less than 30 days if authorized in writing by the employee's appointing authority. Leaves of

1 absence without pay taken for medical or family reasons are also governed by Section 7.10 of this
2 Article.

3 **B.** An employee eligible for leave benefits may take a leave of absence without pay
4 for more than 30 calendar days if authorized in writing by the employee's appointing authority and
5 the Director. Leaves of absence without pay taken for medical or family reasons are also governed by
6 Section 7.10 of this Article.

7 **C.** Leaves of absence without pay will be for periods not to exceed one year.
8 However, the Human Resources Division Director may, in special circumstances, grant an extension
9 beyond one year.

10 **D.** An employee who is on a leave of absence without pay will not accrue benefit time
11 or extended sick leave. An employee who is on a leave of absence without pay in excess of 30 days
12 will not accrue seniority while on leave. In addition, leaves of absence in excess of 30 days, except
13 for family or medical leave (Section 7.10), or military leave (Section 7.5) will result in the loss of
14 paid health and other insured benefits.

15 **E.** If a leave of absence without pay was granted to an employee for the purpose of
16 recovering health, the appointing authority will require the employee to submit a physician's
17 statement concerning the employee's ability to resume duties before allowing the employee to return
18 to work.

19 **F.** An employee who is on a leave of absence without pay may return from the leave
20 before its expiration date if the employee provides the appointing authority with a written request to
21 that effect at least fifteen (15) days before resuming duties.

22 **G.** Failure to return to work by the expiration date of a leave of absence may be cause
23 for removal and result in termination of the employee from County service.

24 **H.** A leave of absence without pay may be revoked by the appointing authority if the
25 appointing authority learns that the leave of absence was requested and granted under false pretenses,
26 or that the need for such leave of absence has ceased to exist.

27 **I.** When a leave of absence without pay is used in conjunction with paid leave time,
28 the paid leave time must be used first.

1 J. Employees who wish to complete educational programs may request a leave of
2 absence without pay for this purpose.

3 **7.5 Military Leave of Absence.** An employee who is a member of the Washington National
4 Guard or any organized reserve of the Armed Forces of the United States who is ordered to be on
5 active training duty shall be allowed military leave in accordance with state and federal law. In
6 accordance with state law, such employees who are ordered to be on active training duty shall be
7 allowed up to twenty-one (21) work days of paid military leave per year (October 1st - September
8 30th). The employee must present orders for active duty or training duty to his or her Section
9 Manager prior to taking leave. The employee may receive military leave for weekend reservist duty.

10 **7.6 Military Pay & Benefits Continuation.** If an employee is called to involuntary active
11 duty, she/he may be eligible for health benefit continuation and pay supplementation in accordance
12 with County policy at the time the individual is called to active duty.

13 **7.7 Jury Duty.** If an employee eligible for leave is called for jury duty, then the employee
14 will be entitled to regular pay for all workdays that the employee misses due to jury duty. The
15 employee should deposit his or her jury duty fees, excluding mileage, with the Finance and Business
16 Operations Division of the Department of Executive Services. Employees must contact their
17 supervisor when dismissed from jury duty during regularly scheduled working hours and may be
18 required to report back to work.

19 **7.8 School Volunteer Leave.** An employee may use up to three (3) days of extended sick
20 leave per year for volunteering at the employee's children's school. The employee must obtain
21 approval in advance from the employee's appointing authority.

22 **7.9 Bereavement Leave.** All employees eligible for leave benefits are entitled to three (3)
23 paid days per occurrence of bereavement leave due to the death of an immediate family member. For
24 purposes of this section, "immediate family" is defined as follows:

25 Children; children of spouse or domestic partner; parents; parents of spouse or domestic
26 partner; siblings; siblings of spouse or domestic partner; grandchildren; grandchildren of spouse or
27 domestic partner; grandparents; grandparents of spouse or domestic partner; spouse or domestic
28 partner.

1 Holidays designated pursuant to the County Code, or regular days off falling within the
2 prescribed period of absence will not be charged against bereavement pay entitlement.

3 Employees who have exhausted their bereavement leave shall be entitled to use extended sick
4 leave in the amount of three days for each instance of death when death occurs to a member of the
5 employee's immediate family.

6 In the cases of family death where no extended sick leave benefit is authorized or exists, an
7 employee may be granted use of benefit time or leave without pay.

8 **7.10 King County Family and Medical Leave (KCFML).**

9 A. KCFML may be taken for an employee's own serious health condition; to care for
10 a family member (defined as the employee's spouse or domestic partner, the employee's son or
11 daughter, a son or daughter of the employee's spouse or domestic partner, the parent of the employee,
12 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
13 employee, the employee's spouse or domestic partner) who has a serious health condition; or for the
14 birth and care of a newborn or newly adopted child or placement of a foster child.

15 B. To be eligible for KCFML to care for a family member other than the employee's
16 child, an employee must have been employed by the County for twelve (12) months at any time or
17 more and worked a minimum of 910 hours (35 hour employee) or 1040 hours (40 hour employee) in
18 the preceding twelve (12) months (paid leaves such as benefit time and extended sick leave are not
19 considered hours worked).

20 C. An employee may take a total of up to eighteen (18) work weeks unpaid leave for
21 his or her own serious health condition and for family medical reasons, combined, within a rolling
22 twelve-month period. The leave may be continuous, which is consecutive days or weeks, or
23 intermittent, which is taken in whole or partial days as needed.

24 1. For purposes of this benefit, a rolling twelve-month period is measured
25 backward from the date an employee uses any of his or her eighteen (18) week KCFML entitlement.
26 For instance, each time an employee takes family and medical leave the remaining entitlement would
27 be any balance of the eighteen (18) weeks which have not been used during the immediately
28 preceding twelve (12) months. For example, if an employee has taken eight (8) weeks of leave during

1 the past twelve (12) months, an additional ten (10) weeks could be taken. If an employee used four
2 (4) weeks beginning February 1, 2002, six (6) weeks beginning June 1, 2002, and eight (8) weeks
3 beginning December 1, 2002, the employee would not be entitled to any additional leave until
4 February 1, 2003. However, beginning on February 1, 2003, the employee would be entitled to four
5 (4) weeks of leave, on June 1, the employee would be entitled to an additional six (6) weeks, etc.

6 2. If the leave is taken for birth or adoption of a child, or placement of a foster
7 child, and both parents are employed by King County, the aggregate total taken by both employees
8 shall be eighteen (18) weeks.

9 **D. Intermittent leave is subject to the following conditions:**

10 1. When leave is taken after the birth or placement of a child for adoption or
11 foster care, an employee may take leave intermittently or on a reduced leave schedule only if
12 authorized by the employee's appointing authority.

13 2. An employee may take leave intermittently or on a reduced leave schedule
14 when medically necessary due to a serious health condition of the employee or a family member of
15 the employee; and

16 3. If an employee requests intermittent leave or leave on a reduced leave
17 schedule that is foreseeable based on planned medical treatment, the appointing authority may require
18 the employee to transfer temporarily to an available alternative position for which the employee is
19 qualified and that has equivalent pay and benefits and that better accommodates recurring periods of
20 leave than the regular position of the employee.

21 **E. Prior to using family or medical leave, any accrued compensatory time must be**
22 **exhausted. The employee may choose to either use it as time off or receive a lump sum cashout. The**
23 **employee must exhaust all accrued Extended Sick Leave prior to using unpaid leave for the**
24 **employee's own health condition. For a leave for family reasons, the employee shall choose at the**
25 **beginning of the leave whether it will be paid or unpaid; when an employee chooses to take paid**
26 **leave for family reasons, the employee may reserve up to eighty (80) hours of accrued Extended Sick**
27 **Leave.**

28 **F. The County shall continue its contribution toward health care benefits (medical,**

1 dental, vision) during any unpaid leave taken as KCFML. An employee may elect to self pay for
2 other insured benefits.

3 G. An employee who returns from KCFML within the time provided in this section is
4 entitled, subject to bona fide layoff provisions, to:

- 5 1. The same position he or she held when the leave commenced; or
- 6 2. A position with equivalent status, benefits, pay and other terms and
7 conditions of employment; and
- 8 3. The same seniority accrued before the date on which the leave commenced.

9 H. Failure to return to work by the expiration date of a leave of absence may be cause
10 for removal and result in termination of the employee from County service.

11 I. Use of accrued leave in conjunction with a family or medical leave shall be as
12 provided in the County's Personnel Guidelines.

13 J. For purposes of this section, donated leave shall be considered unpaid leave and
14 shall run after the use of accrued leave, and concurrently with the eighteen (18) work week family and
15 medical leave entitlement. To the extent possible, donated leave must be used prior to going to a
16 non-pay status. Further, use of donated leave after the eighteen (18) week entitlement has been
17 exhausted will not extend the job protection rights described herein.

18 7.11 To the extent that the Washington State Family Care Act provides a greater benefit than
19 the provisions of this Agreement, the Washington State law will apply.

20 7.12 **Executive Leave.** Employees covered by this Agreement who are employed in a bona
21 fide executive, administrative or professional capacity and are in turn exempt from overtime
22 payments under the Federal Fair Labor Standards Act will be eligible for up to ten (10) days of
23 Executive Leave per year pursuant to County policy and are expected to work the hours necessary to
24 satisfactorily perform their jobs; provided, however, all such employees will receive a minimum
25 amount of Executive Leave per year, as follows:

26 A. Employees in an exempt position on January 1st of each year will receive three (3)
27 days of Executive Leave per year, to accrue on January 1st.

28 B. Employees hired, transferred or promoted from a non-exempt position into an

1 exempt position during the course of the calendar year shall be entitled to a minimum amount of
2 Executive Leave, granted upon placement in the exempt position, according to the following
3 schedule:

- 4 1. Before April 30th: Three (3) days;
- 5 2. Between May 1 and August 31: Two (2) days;
- 6 3. September 1st or after: One (1) day.

7 C. Non-exempt employees assigned to special duty in an exempt position for a period
8 of six (6) months or longer will be entitled to one (1) day of executive leave for each four (4) months
9 of assignment duration during a calendar year; provided, that the employee must serve a full thirty
10 (30) days in the assignment for the month to be counted. Executive leave in such case will be granted
11 at the beginning of the assignment based upon the expected duration, and increased as necessary if the
12 original assignment is extended.

13 **7.13 Administrative Leave With Pay.** If the department director determines that
14 circumstances exist that make the immediate removal of an employee from the workplace to be in the
15 best interests of the county, an employee may be placed on administrative leave with pay for up to 30
16 calendar days. Such leave is not disciplinary, and is not subject to appeal. If the need for
17 administrative leave exceeds 30 calendar days, the department director must receive approval from
18 the Human Resources division director for an extension. All extension requests and approvals must
19 be in writing prior to the end of the approved period. The Human Resources division director may
20 grant an extension for an additional 30 calendar days (60 days total). The County Administrative
21 Officer must approve any further extensions of administrative leave with pay. Administrative leave
22 with pay will not normally exceed 90 calendar days.

23 **7.14 Federal FMLA (Federal Family and Medical Leave Act):**

24 A. An employee who has been employed by the county for twelve months or more
25 and has worked a minimum of 1,250 hours in the preceding twelve months (paid leaves such as
26 benefit time and extended sick leave are not considered hours worked), may be eligible for leave
27 under the FMLA.

28 B. The following are qualifying reasons for federal FMLA leave:

- 1 1. The birth or adoption of the employee's child, or placement of the
- 2 employee's foster child;
- 3 2. The employee's serious health condition;
- 4 3. The employee's spouse's, parent's, son's or daughter's serious health
- 5 condition.

6 C. All requests for FMLA require certification to be submitted with the request.

7 D. An employee is entitled to up to twelve weeks of FMLA leave in a rolling twelve-

8 month period.

9 1. If the leave is taken for birth or adoption of a child, or placement of a foster

10 child, and both parents are employed by King County, the aggregate total leave taken by both

11 employees shall be twelve weeks.

12 2. For purposes of this subsection, a rolling twelve-month period is measured

13 backward from the date an employee uses any FMLA leave. For instance, each time an employee

14 takes family or medical leave, the remaining leave entitlement would be any balance of the twelve

15 weeks which have not been used during the immediately preceding twelve months.

16 3. When leave is taken after the birth or placement of a child for adoption or

17 foster care, an employee may take leave intermittently or on a reduced leave schedule only if

18 authorized by the employee's appointing authority;

19 4. An employee may take leave intermittently or on a reduced schedule when

20 medically necessary due to a serious health condition of the employee or a family member of the

21 employee. When intermittent leave is needed to care for an immediate family member or the

22 employee's own illness, and is for planned medical treatment, the employee must try to schedule

23 treatment so as not to unduly disrupt the department's operation; and

24 5. If an employee requests intermittent leave or leave on a reduced leave

25 schedule, the appointing authority may require the employee to transfer temporarily to an available

26 alternative position for which the employee is qualified and that has equivalent pay and benefits and

27 that better accommodates recurring periods of leave than the regular position of the employee.

28 E. Leave taken for any of the qualifying reasons must be recorded as FMLA leave,

1 whether or not requested by the employee.

2 F. FMLA qualified leave shall run concurrent with use of Extended Sick Leave,
3 Benefit Time, unpaid KCFML leave, light duty assignment due to a disabling injury or illness, and/or
4 workers' compensation time loss benefits.

5 G. An employee who has exhausted his or her Extended Sick Leave may use accrued
6 Benefit Time during an FMLA qualified leave if approved.

7 H. An employee who returns from FMLA leave within the time provided in this
8 section is entitled, subject to bona fide layoff provisions, to:

- 9 1. The same position he or she held when the leave commenced; or
- 10 2. A position with equivalent benefits, pay and other terms and conditions of
11 employment; and
- 12 3. The same seniority accrued before the date on which the leave commenced.

13 I. In order for the leave to be qualified and counted toward the employee's FMLA
14 entitlement, the request/provisional designation may be initiated by the employee, the employee's
15 supervisor, Human Resources, division director, or department director.

16 J. Employee responsibilities include:

17 1. Submit FMLA leave request form 30 days in advance of the leave, if
18 possible, or as soon as the need for the leave is known, or no later than 2 business days following the
19 employee's return to work;

20 2. Submit a certification form within 15 business days to his or her supervisor
21 or human resources. This certification must be from a healthcare provider or court order as
22 appropriate. Recertification may be requested every 30 days during the FMLA absence.

23 K. The county shall continue its contribution toward health care benefits (medical,
24 dental, vision) during any unpaid leave taken as FMLA. An employee may elect to self pay for other
25 insured benefits.

26 **7.15 Additional Leave:** If state or federal law provides additional leave benefits that an
27 employee is entitled to by the terms of such laws, the employee shall be entitled to take those leaves
28 as well.

1 **ARTICLE 8: HOURS OF WORK AND OVERTIME**

2 **8.1 Regular Schedule.** Regular work shifts for full-time employees are eight (8) hours per
3 day (exclusive of the meal period) for five (5) days per week, with Saturday and Sunday generally the
4 days off. FLSA exempt employees are required to work the hours needed to perform their duties and
5 will receive their normal rate of pay for the workweek regardless of whether they are on a standard or
6 alternative work schedule.

7 **Alternative Work Schedules.** A full-time employee may request, a four (4) day, forty (40)
8 hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative
9 schedule in order to support the County Commute Trip Reduction program. Employees will submit
10 written requests for alternative work schedule approval to the Section Manager/designee. Requests
11 will be evaluated and approved or denied relative to the business needs of the organization, and must
12 be reviewed at least annually. In administering any such alternative work schedule, the following
13 working conditions shall prevail:

14 A. Employee participation shall be on a voluntary basis unless the Section Manager
15 determines that an alternative schedule is essential to the business needs of the organization. The
16 establishment of and approval for alternative work schedule is vested solely within the purview of the
17 County and may be changed from time to time. Such changes will normally require at least two (2)
18 weeks notice to the employee.

19 B. Section 6.9 sets forth terms regarding holidays and alternate work schedules.

20 C. If multiple employees in a work group desire an alternative work schedule with the
21 same days off, the County may, upon written notice to TEA, subject requests for alternative schedules
22 to a bidding process, with priority given to employees in order of decreasing seniority.

23 D. Employees who currently work on an alternative work schedule shall be permitted
24 to retain that work schedule, subject to the management approval requirements in Section A.

25 **8.2 Overtime.**

26 A. Except as otherwise provided in this Article, FLSA Non-exempt employees shall
27 be paid at an overtime rate of time and one-half (1-1/2) their regular rate of pay for all hours
28 compensated in excess of forty (40) hours per week.

1 **B. Overtime work shall require the prior approval of the employee's Section**
2 **Manager/designee.**

3 **C. Benefit Time and worked hours on a holiday (which are paid at 1.5 times the**
4 **regular rate) shall not be combined to equal greater than the employee's normally scheduled workday**
5 **for the purposes of determining compensated hours in the workweek for overtime purposes.**

6 **8.3 Compensatory Time.** A non-exempt employee may request, and with approval of the
7 Section Manager, may receive time off in lieu of overtime pay. Such time shall be earned on a time
8 and one-half (1-1/2) basis as provided under this Article. In accordance with the law the employee
9 must initiate all requests for compensatory time off in lieu of overtime pay, and compensatory time
10 accumulations will be governed by King County policy. Any unused compensatory time will be
11 cashed out on the last payroll of the year.

12 **8.4 Benefits for Employees Held Over.** Employees asked to work beyond their normally
13 scheduled shift may use a County telephone to notify home when travel plans have changed.
14 Employees working two (2) consecutive hours of unscheduled overtime immediately following the
15 employee's regularly scheduled workday will be eligible to receive a meal expense reimbursement up
16 to six dollars. This provision only applies when employees are not informed of the need for overtime
17 in advance of the start of their shift. Employees must submit meal receipts to their supervisor to
18 receive reimbursement.

19 **8.5 Call Back.** A non-exempt employee covered by this Agreement who is not on standby
20 and is called to duty after completion of his or her regular shift or workweek, not contiguous with the
21 employee's next regular shift shall be granted a minimum of four (4) hours pay at the time and one-
22 half (1-1/2) rate of pay. Paid status will begin upon arrival at the work location, and will terminate at
23 the completion of required work. In the event this overtime work is accomplished prior to the normal
24 working hours and the employee subsequently works his or her regular shift, pay for the regular shift
25 shall be at the employee's straight time rate.

26 **8.6 Definition of Call Back.** A Call Back shall be defined as a circumstance where an
27 employee has left the work premises at the completion of his or her regular work shift and is required
28 to report to duty prior to the start of his or her next regularly scheduled work shift. An employee who

1 is called back to report to work before the commencement of his or her regular work shift shall be
2 compensated in accordance with the Call Back provisions of this Collective Bargaining Agreement.
3 An individual on standby pay is not eligible for call back pay.

4 **8.7 Telecommuting.** TEA and the County mutually recognize the importance of regularly
5 reporting to the assigned work site for the purposes of accomplishing work, however, consistent with
6 past practice, an employee may occasionally request, and a supervisor may occasionally approve, an
7 alternative telecommuting work schedule for a limited period of time for the purpose of
8 accommodating and balancing the individual needs of an employee and the business needs of the
9 organization. Additionally, employees are covered by the King County Telecommuting Policy (PER
10 18-4 (AEP)), and any amendments thereto.

11 **8.8 Home Free Guarantee.** The County will operate a program to provide employees with a
12 free ride home, by taxi, if on a given day the employee has commuted to work by bus, carpool,
13 vanpool, bike or walking on the day of the trip and has an emergency that day which requires the
14 employee to leave work at other than the employee's regularly scheduled quit time. Determination of
15 what constitutes a qualified emergency will be made at each worksite by the employee designated by
16 the County. Employees can exercise their home free guarantee a maximum of eight (8) times per
17 calendar year.

18 **ARTICLE 9: LAYOFF, RECALL AND TRANSFER**

19 **9.1 Layoff.** In the event of a reduction in force due to lack of work or lack of funds, layoffs
20 will be conducted at the division level (WTD). The WTD Director (or designee) will provide written
21 notification to the individual(s) whose position(s) is/are being eliminated. Prior to instituting layoff
22 notification(s), all temporary, term-limited-temporary (TLT) and probationary employees within the
23 skill area affected by the primary layoff (e.g. structural, mechanical, electrical, etc.) shall be released;
24 provided, however, that WTD may retain a limited number of TLT employees during layoffs when
25 there exists a legitimate business need to do so (e.g., the TLT is working on a project which is
26 expected to be completed within four months of the date the layoff takes effect, the TLT possesses or
27 the project requires unique skills and/or experience within the broader skill area, the project involves
28 extensive communication and relationship with community members, etc.).

1 **9.2 Bumping.** A regular career service employee who has completed a probationary period
2 so notified may accept layoff or elect to bump an employee with less seniority covered by this
3 Agreement, as provided within this Section; provided, however, that a TLT employee who has been
4 retained through layoff pursuant to Article 9.1 shall not be bumped. An employee will have five (5)
5 work days from the time of written notification of layoff to provide written response to the County of
6 his/her intent to exercise his/her bumping rights. An employee will forfeit his/her bumping rights if
7 his/her written response is not submitted within five (5) days or the County has not accepted a late
8 filing of the response. The County will, if it determines that there are warranting circumstances,
9 accept a late filed response from an employee. Late response from those employees who could not be
10 notified of a reduction in force due to leave, absence, or long-term vacation, etc., will be accepted.

11 Should the County accept the late filing, the resultant adversely affected employee(s) may not
12 grieve such decision. Also, such acceptance of a late filing will not result in the re-administration of
13 the bumping process.

14 An employee notified of layoff and each subsequently displaced employee may select any one
15 of the following alternatives rather than accepting layoff:

16 A. Bump within the WTD Division to displace the least senior employee in his/her
17 same classification for which s/he is qualified;

18 B. Bump the least senior employee within the WTD Division in a lower paying
19 classification in his/her same classification series for which s/he is qualified;

20 C. Bump the least senior employee within the WTD Division in a lower paying
21 classification outside of his/her current classification series that s/he has previously served a
22 probationary period or had probation waived by the County and for which s/he is qualified;

23 D. Bump the least senior employee within the WTD Division in a lateral classification
24 (one that has the same top rate of pay) for which s/he is qualified and has previously served a
25 probationary period or had probation waived by the County.

26 **9.3 Transfer.** In lieu of laying off a regular career service employee, the director of the
27 Department of Executive Services (DES) or designee may reassign such employee to a comparable,
28 vacant position, when the director of DES determines such reassignment to be in the best interest of

1 the County.

2 **9.4 Recall Rights.** A regular career service employee who is laid off will have recall rights
3 to his/her previous position for two (2) years from the date of layoff. An employee retains his/her
4 recall rights if he/she accepts a lesser position with the County. An employee who is laid off shall
5 forfeit his/her recall rights if he/she refuses a recall to a comparable position.

6 **9.5 Notice of Recall.** A regular career service employee will have ten (10) days from the date
7 the notice of recall is sent by certified mail in which to notify the County of whether he/she will
8 accept the position. The County will consider the employee's failure to notify the County within ten
9 (10) days of refusal, however, if the County determines that there are warranting circumstances, it
10 may accept a late notice from an employee. Notices will be in writing. It is the employee's
11 responsibility to keep the County informed of his/her current address.

12 **9.6 Reinstatement.** A regular career service employee recalled within two (2) years from the
13 time of layoff will have any forfeited extended sick leave accruals and seniority restored and adjusted
14 for the period of layoff, and benefit time accrual rate restored.

15 **ARTICLE 10: DISCIPLINE**

16 **10.1 Just Cause Standard.** No career service employee shall be disciplined or discharged
17 except for just cause. Probationary and temporary employees are employed at will and may be
18 disciplined and discharged at any time by the County. Probationary and temporary employees may
19 not grieve or in any way appeal discipline or discharge under this Agreement.

20 Term-limited employees are not subject to the just cause requirement but will be granted due
21 process as defined in this section. Before being disciplined or discharged, except where the action is
22 taken for budgetary or operational reasons, TLTs shall be provided a due process review. Not less
23 than two (2) working days before the review, the employee shall be advised of the intended action and
24 shall be provided notice of the allegations and all documentation relating to the allegations. TLTs
25 shall be entitled to union representation at the review, which shall be held with the decision-maker.

26 **10.2 Probationary Period for New employees.** New employees shall be subject to a six (6)
27 month probationary period. Employees who have been assigned to a position as an acting or TLT
28 shall be provided credit for such time toward this period at the discretion of the appointing authority.

1 A probationary period may be extended beyond six (6) months but no more than twelve (12) months
2 upon agreement of the County, the employee, and TEA. A new employee shall receive a one-step pay
3 increase upon successful completion of the probationary period, unless the employee is already at the
4 top step (Step 10) of the wage range.

5 **10.3 Trial Service Period upon Promotion, Reclassification, Transfer or Demotion.**

6 Career Service bargaining unit employees promoted, reclassified or transferred to a new position in
7 the bargaining unit shall be subject to a six (6) month trial service period in the new position.
8 Employees who have been performing the work of the new position in an acting capacity, or as the
9 result of a reclassification, may be provided credit for such time toward this period at the discretion of
10 the appointing authority. An employee successfully completing a trial service period may be eligible
11 for a one step pay increase at the discretion of the hiring authority.

12 An employee who does not successfully complete the trial service period in a position to
13 which the employee has been promoted, transferred or reclassified may be restored to the employee's
14 former position, former salary, and all other benefits to which the employee would have been entitled
15 if the promotion, transfer or reclassification had not occurred. Provided further, there are no
16 reversion rights if discharged for cause. Reversion will occur if the former position is still vacant (has
17 not been offered and accepted by an applicant), and the position still exists. If the former position is
18 unavailable, the individual will be offered any vacant WTD TEA represented position for which they
19 are qualified. If they accept a lower range position, they will have recall rights to the next available
20 position of the range they had at the time of the initial transfer for a period of up to two years. If no
21 vacancy exists, the employee shall be separated from employment and shall be eligible for recall to
22 any of the positions specified in this section for a period of up to two years. If they refuse to accept a
23 position of equal range and similar duties (to the position initially vacated) for which they are
24 qualified, they will be discharged without recall rights. An employee not successfully completing a
25 trial service period upon voluntary or involuntary demotion will be separated from employment with
26 no reversion or recall rights.

27 **10.4 Disciplinary Action.** Disciplinary action may include but not be limited to a written
28 reprimand, suspension without pay, involuntary demotion, withholding of a step increase, reduction

1 of a pay step, and discharge. The type and level of disciplinary action issued will be determined by
2 the County based on the nature and severity of the behavior and/or performance deficiency that led to
3 the disciplinary action. The suspension without pay of an employee who is exempt under the Fair
4 Labor Standards Act may only be in full week increments unless the infraction is for the violation of a
5 major safety rule. Counseling whether verbal or written, is not considered discipline and is not
6 subject to the grievance procedure of this Agreement.

7 **A. Verbal and Written Counseling.** Instances of prior counseling shall not be used
8 as a resolved disciplinary action for purposes of future disciplinary actions. However, instances of
9 prior counseling may be used as prior notice to the employee and may be taken into account
10 accordingly for subsequent disciplinary actions. Additionally, employees may provide a written
11 response to any counseling maintained in the employee's personnel file, and said response shall be
12 maintained in the employee's personnel file as well.

13 **10.5 Cause for Disciplinary Action.**

14 An employee may be disciplined for any of the following causes, or for any other justifiable
15 cause:

- 16 • Dishonesty, including but not limited to dishonesty in securing appointment
- 17 • Gross misconduct
- 18 • Incompetence
- 19 • Inefficiency
- 20 • Unauthorized absence, including patterns of continual tardiness
- 21 • Neglect of duty
- 22 • Insubordination
- 23 • Consumption of or being under the influence of alcohol or other drugs while on
24 duty
- 25 • Conviction of a crime
- 26 • Disorderly conduct while on duty
- 27 • Negligent, reckless or knowing damage to or waste of public property
- 28 • Violation of any of the provisions of applicable federal or state law relating to

1 political activities

- 2 • Negligent, reckless or knowing violation of any of the provisions of the personnel
- 3 guidelines or this Agreement.
- 4 • Violation of any lawful order, directive, or policy of a superior, including but not
- 5 limited to the Executive, department directors and division managers, or a violation
- 6 of the Employee Code of Ethics.

7 **ARTICLE 11: CONFLICT RESOLUTION**

8 The County and TEA commit to addressing and resolving issues in a fair and responsible
9 manner and to use conflict resolution methods when appropriate. The County and TEA's relationship
10 depends on mutual respect and trust built upon the ability to recognize the individual employee's
11 value to the County and the employee's investment in the County. Early and informal resolution of
12 disagreements and workplace problems will enhance the productivity and quality of the workplace. It
13 shall be a goal of the County and TEA employees to enter the dispute resolution process before a
14 problem arises to the level of a disciplinary matter or grievance. The steps TEA recommends in
15 conflict resolution are awareness, acceptance, and action, using pre-designated colleagues in the roles
16 of natural facilitators to teach, lead and coach. Under no circumstances shall the initiation of the
17 conflict resolution procedure serve to waive any of the timelines set forth in the Grievance Procedure
18 provisions set forth in Article 12 below, unless by mutual agreement of TEA and the County.

19 **ARTICLE 12: GRIEVANCE PROCEDURE**

20 **12.1 Nature of the Procedure.** Any dispute between the County and TEA or between the
21 County and any employee covered by this Agreement concerning the interpretation, application, claim
22 of breach or violation of the express terms of this Agreement shall be deemed a grievance.

23 Every effort will be made to settle grievances at the lowest possible level of supervision with
24 the understanding grievances will be filed at the step in which there is authority to adjudicate,
25 provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint,
26 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance. The
27 conflict resolution procedure described in Article 11 of this agreement is also an encouraged method
28 for resolving problems.

1 Grievances shall be heard during normal County working hours unless stipulated otherwise by
2 the parties. Employees involved in such grievance meetings during their normal County working
3 hours shall be allowed to do so without suffering a loss in pay.

4 Any time limits stipulated in the grievance procedure may be extended for stated periods of
5 time by the appropriate parties by mutual agreement in writing.

6 **12.2 Grievance Steps.** A grievance in the interest of a majority of the employees in a
7 bargaining unit shall be reduced to writing by TEA and may, at its discretion be introduced at Step 2
8 of the grievance procedure and be processed within twenty-one (21) calendar days of the alleged
9 violation or knowledge of the alleged violation.

10 A grievance shall be processed in accordance with the following procedure:

11 **Step 1:** A grievance shall be submitted in writing by TEA or the employee within twenty-one
12 (21) calendar days of the alleged contract violation or within (21) calendar days of knowledge of the
13 alleged violation to the grieving employee's immediate supervisor. The grievance shall include a
14 description of the incident, identification of the provisions of the Agreement that apply (subject to
15 refinement), the remedy sought, and the date the incident occurred. The immediate supervisor should
16 arrange a meeting with TEA to resolve the grievance. The employee may elect to attend. The parties
17 agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s)
18 shall answer the grievance in writing within fourteen (14) calendar days of receiving the written
19 grievance.

20 **Step 2:** If the grievance is not resolved as provided in Step 1 above, it shall be forwarded in
21 writing to the Section Manager within ten (10) calendar days of the Step 1 written response. The
22 manager shall convene a meeting with TEA within ten (10) calendar days after receipt of the
23 grievance. The meeting shall include the aggrieved employee (at their option). The manager must
24 reply in writing to TEA within ten (10) calendar days after the grievance meeting. The Section
25 Manager will consult with WTD HR and the King County Labor Relations Director/designee and
26 provide copies of all written grievances and responses to the WTD HR and the King County Labor
27 Relations Director/designee. If the grievance is not pursued to the next higher level within ten (10)
28 calendar days of the issuance of the Step 2 decision (or the date the decision is due) it shall be

1 presumed resolved.

2 **Step 3.** If the grievance is not resolved as provided in Step 2 above, it shall be forwarded in
3 writing to the Labor Relations Director or designee within ten (10) calendar days of the Step 2 written
4 response (or the date the response was due). The grievance statement must include a brief description
5 of the events that are the basis of the grievance, the provisions of this Agreement that the employee
6 believes have been violated, and the requested remedy. All requested letters, memoranda and other
7 written materials previously considered at Step 1 and 2 shall be made available for the review and
8 consideration of the Labor Relations Director or designee. He/she shall make his/her written decision
9 available within twenty (20) calendar days of receipt of the grievance; copies will be provided to the
10 employee, the Union representative, and the employee's Division Director or designee, WTD Human
11 Resources. If the grievance is not pursued to the next higher level within thirty (30) calendar days of
12 the issuance of the Step 3 decision (or the date the response was due) it shall be presumed resolved.

13 If the County and TEA have been unable to resolve the grievance, the TEA may request
14 mediation or arbitration and will have thirty (30) calendar days to formalize this request in writing to
15 the Labor Relations Director or Designee who will provide a copy to WTD HR.

16 **Step 4: Mediation** - If the parties mutually agree to mediation, the County and Association
17 will have thirty (30) calendar days from the mediation request date to schedule a mediation date. The
18 County and the Association shall mutually agree upon a mediator. The decision reached in mediation
19 shall be binding on the parties and, unless specifically agreed otherwise, not form a precedent with
20 WTD for similar issues. If resolution is not reached in mediation, issues may be referred to
21 arbitration, if it concerns the proper application or interpretation of the agreement.

22 The County and the Association shall each bear the cost of its own presentation and shall bear
23 equally the fees and cost of the mediator.

24 The Association will have thirty (30) calendar days from the conclusion of mediation to make
25 a written request for arbitration to the King County Office of Labor Relations who will provide a
26 copy to WTD HR.

27 **Step 5: Arbitration** - If the grievance is not settled at Step 1, 2, 3 4, either of the signatory
28 parties to this Agreement may submit the grievance to binding arbitration.

1 After the Demand for Arbitration is filed, the County and TEA will meet to select, by mutual
2 agreement, an arbitrator. If the parties are unable to arrive at an agreement, either party may petition
3 for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC) after
4 which an arbitrator shall be selected by the alternate striking of names, with the first strike to be
5 determined by the flip of a coin.

6 **12.3 Arbitrator's Authority.** In connection with any arbitration proceeding held pursuant to
7 this Agreement, it is understood as follows:

8 1. The arbitrator shall have no power to render a decision that will add to, subtract
9 from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the
10 interpretation or application of the express terms of this Agreement, and all other matters shall be
11 excluded from arbitration.

12 2. The decision of the arbitrator shall be final, conclusive and binding upon the
13 County, TEA, and the employee involved.

14 3. The cost of the arbitrator shall be borne equally by the County and TEA, and each
15 party shall bear the cost of presenting its own case. Each party shall bear the cost of its own
16 attorney's fees regardless of the outcome of the arbitration.

17 4. The arbitrator's decision shall be made in writing and shall be issued to the parties
18 within thirty (30) days after the case is submitted to the arbitrator.

19 **ARTICLE 13: NON-DISCRIMINATION**

20 The County or the Association shall not unlawfully discriminate against any employee with
21 respect to compensation, terms, conditions or privileges of employment because of race, color, creed,
22 religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory
23 disability, or union activities. Employees may process a grievance dealing with unlawful
24 discrimination to Step 3 of the grievance procedure as described in Article 12. Failing to reach a
25 settlement, employees may take the issues under this Article to the appropriate agency for
26 adjudication.

1 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **14.1 No Work Stoppages.** The County and the Association agree that the public interest
3 requires efficient and uninterrupted performance of County services and to this end pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association shall
5 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and, should same occur, the Association agrees
8 to take appropriate steps to end such interference. Any concerted action by employees shall be
9 deemed a work stoppage if any of the above activities occurs.

10 **14.2 Association's Responsibilities.** Upon notification in writing by the County to the
11 Association that any of its members are engaged in such work stoppage, the Association shall direct
12 each of its members to cease such stoppage and provide the County with a copy of such order. In
13 addition, if requested by the County, a responsible official of the Association shall publicly order such
14 employees to cease engaging in such a work stoppage.

15 **ARTICLE 15: PART-TIME AND TEMPORARY EMPLOYMENT**

16 **15.1 Part Time Employees.** The Section Manager/designee may approve an employee's
17 request for a part-time schedule. Such approval is conditional on the County's determination of its
18 business needs, and may be rescinded at any time due to changing business needs. The County shall
19 normally provide a part-time employee at least two (2) weeks notice of any necessary change to the
20 employee's part-time status.

21 All regular part-time employees scheduled for one-half time or more shall receive full medical
22 benefits and privileges and prorated leave benefits. For hourly employees (i.e., employees not exempt
23 from the overtime provisions of the FLSA), any hours worked in excess of the part-time employee's
24 approved schedule up to forty (40) hours per week shall be paid at the straight time rate.
25 Compensation for hours paid in excess of forty (40) hours per week for non-exempt part-time
26 employees shall be in accordance with Article 8.

27 **15.2 Part-time FLSA Exempt Employees.** Part-time regular employees are those
28 employees who work at least half-time but less than full-time in a calendar year. The following

1 applies to part-time regular employees who are in job classifications that have been designated as
2 FLSA Exempt:

3 • Part-time regular employees are treated for all purposes including compensation
4 consistent with the FLSA designation of their job classification.

5 • Part-time regular FLSA exempt employees have their workload expectations and
6 pay established relative to a full-time position.

7 • In accordance with the Executive Policy PER 8-1-2 (AEP), with approval of the
8 HRD Director, an employee who would otherwise be exempt from the FLSA may be compensated on
9 an FLSA non-exempt basis when the department director determines that this method is in the best
10 interests of the department.

11 • Part-time regular FLSA exempt positions may be approved by hiring authorities on
12 the following bases, in which both the pay level and workload expectations are established relative to
13 a full-time equivalent (FTE) position:

- 14 ▪ 0.5 FTE (20 hours per workweek)
- 15 ▪ 0.6 FTE (24 hours per workweek)
- 16 ▪ 0.75 FTE (30 hours per workweek)
- 17 ▪ 0.8 FTE (32 hours per workweek)
- 18 ▪ 0.9 FTE (36 hours per workweek)

19 **15.3 Temporary Employees.** Term Limited Temporary employees who have served at least
20 one (1) year with WTD shall be eligible to compete as internal candidates for full-time career service
21 positions represented by TEA. Term Limited Temporary employees shall be eligible to request a
22 part-time schedule in accordance with Article 15.1 above.

23 **ARTICLE 16: TIME, SPACE AND PROPERTY**

24 **16.1 Workplace Access.** TEA representatives may, after notifying the appropriate Section
25 Manager in charge, visit the work location of employees covered by this Agreement at any reasonable
26 time for the purpose of investigating grievances. Such representative shall limit his or her activities
27 during such investigations to matters relating to this Agreement.

28 **16.2 Facilities.** County space and facilities may be used by the Association for the purposes

1 of administering the terms of this agreement so long as it does not interfere with the normal
2 operations of the work site.

3 **16.3 Release Time.** The County agrees to recognize up to eight (8) employees appointed and
4 identified by TEA as representatives. When contract administration business is conducted during
5 working hours, these employees are responsible for coordinating in advance with their Section
6 Manager or designee so as to not negatively impact Section workload. Contract administration
7 includes Weingarten hearings, formal and informal grievances, mediation hearings and other
8 meetings (excluding arbitrations), and similar contract related work with Section Managers and
9 Division Management. TEA meetings that do not include Section Managers or Division
10 Management will be conducted during non-working hours, meal periods or break periods. Release
11 time for contract negotiation sessions between the County and TEA will be limited to up to a total of
12 four (4) persons for the two (2) bargaining units.

13 **16.4 Bulletin Boards.** The County shall provide bulletin board space for the use of TEA in
14 areas accessible to the members of the bargaining units. Only recognized officers and staff
15 representatives of TEA will be entitled to post and remove TEA materials, and only materials
16 originating from and identified as official TEA documents with a TEA signature, logo, or appropriate
17 stamp may be posted on the TEA bulletin board space.

18 **16.5 Equipment Use.** The County recognizes that County business will include certain
19 activities relating to contract administration. Employees who are designated by TEA as
20 representatives may make limited use of County telephones, FAX machines, copiers and similar
21 equipment for the purpose of contract administration. As an example, a few copies made
22 occasionally would be limited use of the copier, not copies for the entire bargaining unit or sections
23 thereof. Similarly, use of the FAX, computer, and telephone would be on an occasional as needed
24 basis and not on a routine basis and not for communications broadcast to large numbers of
25 employees. In addition, such employee representatives may use the County electronic email system
26 for communications related to contract administration provided that the use is limited to use which is
27 brief in duration and accumulation, and which does not interfere with or impair the conduct of other
28 official County business.

1 **ARTICLE 17: SAVINGS CLAUSE**

2 Should any part hereof or any provision in this Agreement be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within
6 thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or
7 provisions of this Agreement shall remain in full force and effect.

8 **ARTICLE 18: WAGE RATES**

9 **18.1 Pay Ranges.** Pay ranges for each classification are set forth in Appendix A.

10 **18.2 Cost of Living Allowance.**

11 Pursuant to the negotiated and ratified "Memorandum of Agreement between King County
12 and King County Coalition of Labor Unions "Addressing the 2011 Budget Crisis", the parties have
13 agreed to cost-of-living adjustments as follows:

14 **2012** - Effective January 1, 2012 employees shall be eligible to receive 90% of the
15 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
16 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
17 current year). Zero percent (0%) floor and no ceiling.

18 **2013** - Effective January 1, 2013 employees shall be eligible to receive 95% of the
19 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
20 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
21 current year). Zero percent (0%) floor and no ceiling.

22 **2014** - Effective January 1, 2014 employees shall be eligible to receive 95% of the
23 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
24 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
25 current year). Zero percent (0%) floor and no ceiling.

26 **Economic and Fiscal Conditions Reopener.** The parties agree when significant
27 shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to
28 reopen negotiations for COLA when triggered by either an increase in the King County

1 unemployment rate of more than 2 percentage points compared with the previous year or a decline of
2 more than 7% in County retail sales as determined by comparing current year to previous year. Data
3 will be derived from Washington State Department of Revenue. By no later than July 30th of each
4 year of this agreement, the county will assess whether the economic measurements listed above
5 trigger contract reopeners on COLA for the subsequent year.

6 As an example, the method for calculating COLA is as follows:

7 **Step 1:** Determine the average of the 6 bi-monthly Seattle CPI values (Series:
8 CWURA423SAO) from August 2010 to June 2011 by dividing by 6.

9 **Step 2:** Apply the same computation method used in Step 1 to the values from August 2009
10 to June 2010 and determine the average.

11 **Step 3:** Take the difference between Step 1 and Step 2 and divide by results of Step 2.

12 **Step 4:** Convert into a percentage.

13 **Step 5:** Multiply percentage by 90% to get final COLA figure. For 2012, this results in an
14 increase of 1.63%.

15 **18.3 Normal Withholding.** All payments made pursuant to this Agreement shall be subject
16 to regular and legally required withholding. This will include deductions for purposes of the Public
17 Employment Retirement System (PERS). King County shall be responsible to the Department of
18 Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible
19 to King County for repayment of the employee's share of their PERS contribution. Each individual
20 shall have the PERS employee obligation deducted from any retroactive payment check.

21 **18.4 Implementation Schedule.** The County will implement any pay increases set forth in
22 this Agreement as soon as practicable and consistent with all applicable laws.

23 **18.5 Professional Registration and Certification Pay.**

24 **18.5.1 Introduction.** To encourage professional development and to ensure the
25 employment of qualified personnel in appropriate classifications, compensation for professional
26 licenses and certifications will be provided in accordance with this article. Such compensation shall
27 be paid to those employees who have obtained professional licenses and certifications or completed
28 further education or paid for memberships in organizations that are directly applicable to their

1 employment.

2 **18.5.2 Professional Licenses.** Employees who have one or more current
3 Washington State professional licenses in the branches of Civil, Mechanical, Electrical, Chemical,
4 Environmental, Sanitary, or Structural shall be paid fifty (\$50) dollars per month. If the professional
5 license is directly applicable to their employment, they will receive an additional fifty (\$50) dollars
6 per month.

7 **18.5.3 Certifications and Professional Designations.**

8 **A.** Within the terms of this Agreement, certifications include the following:

- 9 • ACI American Concrete Institute Concrete Construction Special Inspector (CM
10 Classification Only)
- 11 • AWS American Welding Society Certified Welding Inspector (CM Classification Only)
- 12 • IAEI International Association of Electrical Inspectors Master Electrical Inspector (CM
13 Classification Only)
- 14 • Crane Institute of America Certified Overhead Crane Inspector Certificate (CM
15 Classification Only)
- 16 • NACE National Association of Corrosion Engineers (CM Classification Only)
- 17 • Association of Energy Engineers (AEE) Certified Energy Managers (CEM)
- 18 • American Institute of Certified Planners
- 19 • CMI Construction Manager
- 20 • Certified Public Accountant
- 21 • Hazardous Waste Certification HAZWOPER (when required by the job)
- 22 • One of: International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC,
23 AMC (Real Property Agent Classification Only)
- 24 • One of: National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC
25 (Real Property Agent Classification Only)
- 26 • One of: Project Management Institute Certification (PMP, PMR)
- 27 • ICC Underground Storage Tank Installation/Retrofitting Certification
- 28 • Washington State Associate Brokers License (Real Property Agent Classification Only)
- Washington State Bar Association
- Washington State Certified Real Estate Appraiser (Real Property Agent Classification
 Only)

- 1 • One of: Journey Electrician or Master Electrician or Electrical Administrator (CM
2 Classification Only)
- 3 • One of: AHERA Asbestos Building Inspector or EPA Lead Inspector (CM Classification
4 Only)
- 5 • Wastewater Treatment Operator
- 6 • One of: SAVE International (AVS, VMP, CVS)
- 7 • One of: AACE International (CCCTTM/CCCETM, CCTTM, EVPTM, and PSPTM)
- 8 • Classical RCM or RCM 2 Facilitator
- 9 • Certified Maintenance and Reliability Professional (SMRP)
- 10 • Certified Professional in Erosion and Sediment Control
- 11 • Green Building Certification Institute (GBCI) LEED AP
- 12 • Certified Geographic Information Systems (GIS) Professional (GIS Analyst Classification
13 Only)

14 B. During the term of this Agreement, additional certifications may be added
15 by mutual agreement of the parties to this contract.

16 C. All employees who have one or more valid certifications as described in
17 Section 18.5.3(A) above in a discipline directly applicable to their employment, shall be paid an
18 additional fifty (\$50) dollars per month per certification up to a maximum of one hundred (\$100)
19 dollars per month. Employees must provide at least bi-annual documentation of a certification to
20 receive compensation, or annually if certification requires annual renewal. Membership in an
21 organization does not qualify an employee for compensation.

22 **18.6 Professional Memberships, Licenses and Examination Reimbursements.**

23 Employees are encouraged to join professional organizations for the purpose of further professional
24 development. The employer recognizes the value of professional affiliation and agrees to reimburse
25 up to \$400 annually for approved individual professional memberships, licenses and/or examinations
26 that are related to the employee's position. An employee should discuss their desired memberships
27 with their supervisor and/or WTD Human Resources to clarify whether it is an approved
28 organization. Organizations or associations that issue the certifications/designations noted in 18.5.3
are approved, but as stated below, other restrictions may apply.

1 A. Employees may seek approval for reimbursement using the newly established
2 process (form submission to supervisor for routing and approval). An employee may belong to more
3 than one organization, but total reimbursements will not exceed the annual maximum, as stated
4 above.

5 In situations when multiple employees want to join the same organization, management may
6 approve an agency level membership or limit the number of individual memberships where benefits
7 can be shared among employees. Membership dues covering a period of greater than 12 months will
8 be prorated, but shall not exceed the annual cap.

9 B. Employees may seek reimbursement for professional exams that are relevant to the
10 employee's position and duties. Employees may only seek reimbursement for a particular exam once
11 during that year. The maximum reimbursement is limited to the amount stated above for any
12 combination of memberships and/or exams.

13 **18.7 Pay on Completing Probation.** Newly hired employees (i.e., not including
14 promotions or trial service situations) shall receive a one step increase upon satisfactory completion
15 of the probationary period.

16 **18.8 Pay on Promotion.** An employee who is promoted will be placed either in the first step
17 of the new salary range or at the step which is the equivalent of two steps (approximately five
18 percent) more than the employee's former salary step, whichever is greater, but not to exceed the top
19 step of the new range except as provided for below.

20 If the former salary step includes an above step-ten amount as a result of an incentive increase,
21 the employee's new salary is based upon the above step-ten amount, provided that if such increase
22 results in a salary that is above the top step of the new range (not to exceed 5% above the top step) the
23 salary will be reduced to the top step at the end of the merit period unless the employee re-qualifies
24 for an above-step-10 merit award.

25 When a promotion results from other than a reclassification, the appointing authority may
26 place the promoted employee at any higher step in the salary range when the department director
27 determines this action is warranted based on the criteria set forth in this Agreement and/or Personnel
28 Guidelines as applicable, provided funds are available in the agency.

1 **18.9 Advancement Through Pay Range.** Career Service employees who are not on
2 probation shall advance through the applicable pay range at two step increments, up to step 10,
3 provided the employee does not receive an annual performance evaluation with an overall rating
4 below satisfactory. Advancement beyond the top of the pay range, or above-top-step merit pay, shall
5 be in accordance with King County's Merit Pay Manual, except where such sources conflict with this
6 Agreement or with any established past practice between the parties.

7 Advancement through the new pay range for term-limited temporary employees shall be in
8 accordance with the King County HRD August 2003 TLT Procedures, except where such sources
9 conflict with this Agreement or with any established past practice between the parties.

10 **18.10 Contract Re-opener for Certain Administrative Classifications.** If King County
11 makes changes to the wages for positions in administrative classifications through a coalition
12 bargaining process involving a group of unions and associations including TEA representing
13 administrative classifications, the parties' collective bargaining agreement shall be reopened by the
14 parties for the limited purpose of applying such changes to those administrative classifications
15 covered by said Agreement. The ground rules of the administrative support coalition bargaining are
16 attached as Appendix C. For purposes of this Section, "administrative classifications" shall be
17 limited to: Administrative Specialist classification series, Administrative Office Assistant, and
18 Administrative Staff Assistant.

19 **18.11 Standby Pay.** Non-exempt employees assigned to standby duty with a pager or phone
20 will receive 10 % of their base wage rate for each hour that they are assigned to respond to a call
21 outside their normally scheduled work hours. To qualify for the payment, employees must be in a
22 condition ready and able to report to work while assigned to respond to the call. If the employee
23 reports to work, the employee will be paid at the regular rate and will not receive standby pay during
24 that time. Exempt employees shall not be eligible for standby pay.

25 **18.12 Night Differential.** Non-exempt employees assigned to work at night for periods
26 longer than two weeks will be entitled to a shift premium of 5% of their regular rate of pay for each
27 hour worked between 8 pm and 4 am. Exempt employees shall not be eligible for night shift
28 differential.

1 **18.13 Salary Study Subject to Mediation and Fact Finding.** The parties to this agreement
2 will participate in a joint salary study for the successor agreement commencing not later than six
3 months prior to the expiration of this Agreement. If the parties fail to reach agreement on wage rates,
4 the parties will simultaneously (1) request the assistance of an impartial third party selected by the
5 parties; if the parties cannot reach agreement, then the mediator will be selected through the Public
6 Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder
7 pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding
8 hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to
9 the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall
10 consider the market position of the classifications and the economic circumstances of the employer in
11 making his or her recommendations. The fact finding will be concluded no later than sixty (60) days
12 after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder
13 shall be borne equally by the parties.

14 **a. Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such
15 agreement, the parties will request a panel from the Public Employment Relations Commission and
16 will select a fact-finder through mutual striking.

17 **b. Hearing.** The hearing procedure shall be determined by the fact-finder but shall be
18 conducted fairly and expeditiously.

19 **c. Recommendation.** Prior to issuing a formal recommendation, the fact-finder will
20 meet informally with the parties to inform them of his or her findings. Thereafter, the parties will
21 have one week to reach an agreement. If the parties are unable to reach agreement the fact finder
22 shall issue his or her non-binding decision.

23 **ARTICLE 19: CONTRACTING OUT**

24 The County shall first consider TEA employees to perform all work, regardless of the size of
25 the contract, and shall not contract out work that is performed and consistent with work covered by
26 members of the Association if the contracting of such work eliminates represented positions. In the
27 case of circumstances that are beyond the control of the County that could not reasonably have been
28 foreseen, and for projects that the County is not reasonably able to provide the necessary tools,

1 employees, or equipment to perform work in a timely and cost effective manner, the County shall be
2 allowed to enter into temporary contract arrangements. Prior to a layoff for lack of work, the County
3 and the Association will enter into a dialogue with the objective of avoiding the layoff. The County
4 will recall work assigned to consultants in order to avoid the layoff if 1) the work can be done by
5 TEA employees and 2) the recall can be done in a manner that does not compromise quality, schedule
6 and the overall business needs of the body of work or the project being recalled.

7 **ARTICLE 20: SAFETY STANDARDS**

8 The County and its employees value a safe working environment and recognize their mutual
9 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance
10 with applicable state and federal laws and regulations. The County may create and enforce safety
11 standards above those required by law, provided that nothing in this Article waives TEA's rights to
12 collectively bargain. The County shall supply and maintain safety-related items and equipment as
13 required by law or Department or Division policy or directive.

14 **ARTICLE 21: SPECIAL CONDITIONS**

15 **21.1 Authorized Leave Due to Inclement Weather or Safety Concerns.**

16 A. Administrative offices and operations of the County will remain open during
17 inclement weather unless directed otherwise by the Executive or respective department director.
18 Department directors should make every reasonable effort to contact the Executive or Deputy County
19 Executive prior to closing a department, facility or office.

20 B. Where a department director officially closes operations in his/her department
21 because of adverse weather conditions, or orders employees to leave the premises because of safety
22 concerns, all non-essential employees who are scheduled to work will be paid for the normally
23 scheduled workday. This applies to affected overtime exempt as well as hourly employees.

24 1. Employees who previously requested and have been approved for time off
25 (e.g., benefit time or extended sick leave, compensatory time-off, leaves of absence) will have hours
26 deducted from their accruals as approved.

27 2. Temporary (other than provisional, probationary, and term limited
28 temporary) and part-time employees will be paid for hours actually worked.

1 3. Essential employees who are scheduled to work but do not because of
2 adverse weather conditions may use accrued benefit time or comp time (hourly employees), or
3 accrued benefit time or executive leave (FLSA exempt employees), or the time will be charged as
4 leave-without-pay for the scheduled work day. A department director or designee shall make the
5 determination as to which employees are essential and, consequently, which employees are required
6 to report for work despite emergency conditions.

7 C. Where a department, office or facility remains open but weather conditions prevent
8 an employee from reporting to work, the following will apply:

- 9 1. The employee will notify his or her supervisor as soon as possible.
10 2. The employee may request, and the Section Manager/designee may
11 approve, the use of compensatory time, benefit time, or leave without pay to cover absences due to
12 inclement weather. Extended sick leave may not be used to cover absences due to inclement weather.

13 **21.2 Automobile Reimbursement.** No employee shall be required as a condition of
14 employment to provide a personal automobile for use on County business. Any use of a personal
15 automobile for County business shall be mutually agreed to by the County and the employee and shall
16 be reimbursed at the rate established by the Internal Revenue Service.

17 **21.3 Transit Passes.** All employees covered under this Agreement shall receive an annual
18 transit pass entitling the holder to ride without payment of fare on public transportation operated
19 under the County's authority. In addition, such employees shall be entitled to use the transit pass to
20 ride without payment of fare on public transportation services operated by or under the authority of
21 Sound Transit, Pierce Transit, Kitsap Transit, and Community Transit, subject to agreements with
22 such agencies as may be entered into by the County Executive.

23 **21.4 Defense and Indemnification.** Whenever an employee is named as a defendant in a
24 civil action arising out of the performance of the employee's duties and is acting within the scope of
25 employment, the County shall, at the written request of the employee, furnish counsel (or, solely at
26 the County's discretion, reimburse the employee the cost of their private counsel) to represent the
27 employee to a final determination of the action, without cost to the employee, and indemnify the
28 employee from any damages arising from such action or proceeding as consistent with the County

1 Code, chapter 4.13.

2 **ARTICLE 22: RETIREMENT**

3 All eligible employees shall be covered by the Public Employee Retirement System.

4 **ARTICLE 23: PERSONNEL ACTIONS**

5 **23.1 Job Postings.** The County and the Association agree to develop and maintain a
6 promotional system that will allow employees to be promoted to job classifications within
7 employees' own bargaining unit depending on their demonstrated skills, knowledge, and the
8 availability of higher level work and funding. The benefits to the employees and the organization
9 include the following:

- 10 • Increases efficiency and effectiveness by retaining trained and qualified employees
- 11 • Promotes a productive, high quality work environment
- 12 • Provides employees with career growth opportunities within the Wastewater
13 Treatment Division
- 14 • Enhances employee morale

15 The County and the Association have the following shared interests for filling vacancies of
16 positions represented by the Association:

- 17 • Hiring the most qualified candidate to fill the position
- 18 • A quick and fair process
- 19 • Promoting from within

20 Management will determine staffing requirements based on an analysis of the business needs.
21 When new positions are created or vacant positions are to be filled, employees represented by the
22 Association will be notified via email. Employees shall complete and submit all requested
23 application materials by the required application deadline.

24 Vacancies may be advertised simultaneously to the employees represented by the Association
25 and those outside the Association in the interest of efficiency. Application materials will be reviewed
26 to identify those bargaining unit candidates who meet the minimum qualifications of the positions
27 based on the "qualifications" and "special necessary requirements" listed on the job bulletin. The
28 highly qualified candidates are those who meet the "highly desirable" and/or "desirable"

1 qualifications listed on the job bulletin. From this group, management will interview a minimum of
2 three (3) highly qualified candidates before considering outside candidates. If there are fewer than
3 three (3) highly qualified candidates represented by the Association, management may also consider
4 the outside candidates. The most qualified candidate will be selected.

5 An employment list which has been created for one or more vacancies may be used multiple
6 times within six months of its initial creation. Otherwise, a previous employment list may not be
7 reused for future vacancies.

8 **23.2 Work out of Classification**

9 **A. General.** Employees are to be properly paid for their assigned body of work,
10 except in the case of incidental assignment as described below. No employee may assume the duties
11 of a higher paid position without formal assignment, except in a bona fide emergency. Employees are
12 not entitled to classification changes or compensation for work that is not assigned.

13 **B. Incidental Assignment.** Nothing in this article shall limit management from
14 assigning an employee incidental work outside of the employee's current classification; such
15 incidental work assignment shall not constitute the basis for an out-of-class assignment.

16 **C. Special Duty Assignment.** Employees may be assigned work out of their regular
17 classification on a temporary basis by Special Duty Assignment. Special Duty assignments may be
18 filled for no more than one year without a process that includes solicitation of interest and selection
19 based upon job-related criteria. Restrictions on the length of the assignment are governed by County
20 policy and the Personnel Guidelines. If this assigned work is to a lower classification, the employee
21 will receive his/her normal rate of pay. Compensation for such special duty assignment shall begin
22 on the day identified in the written assignment.

23 **D. Pay on Special Duty**

24 **a.** Pay for a special duty assignment shall be to the first step of the pay range
25 of the existing higher-level job classification or to a pay step in the existing higher classification that
26 provides at least the equivalent of two steps (approximately 5 percent) increase over the employee's
27 current rate of pay, whichever is greater.

28 **b.** Special duty compensation may not exceed the top step of the new range

1 unless the employee was receiving above-Step-10 merit pay. In those instances, the pay may exceed
2 the maximum of the new pay range by no more than five percent and shall continue only as long as
3 the merit pay would have remained in effect.

4 c. When the special duty assignment is completed, the employee's pay shall
5 revert to the pay rate the employee would have received if the employee had not been assigned to
6 special duty.

7 d. Special duty pay shall not be considered part of an employee's base pay rate
8 for purposes of placement within a pay range as a result of promotion or reclassification.

9 **23.3 Accretion of duties and Reclassification.** Incidental assignments can have the
10 cumulative effect of creating out-of-classification work by accretion when assigned work out of the
11 employee's current classification becomes the preponderance of the work performed by the employee.
12 Under these circumstances, employees may request the Human Resources Director (or designee) to
13 review their job duties to determine if the duties and responsibilities performed by the employee are
14 more accurately described in another, more appropriate, job classification.

15 **A. County Classification Review Procedure.** Employees will submit their request
16 for reclassification by completing a Position Description Questionnaire and forwarding it to the WTD
17 Human Resources Service Delivery Manager (SDM), who will forward it to the supervisor for review
18 and comment. After the supervisor has reviewed and commented it will be submitted to the section
19 manager and the division director before being returned to the WTD SDM for finalization. Once the
20 PDQ has been finalized, it will be delivered to King County Human Resources Division for a
21 classification analyst to review the request according to their policies and procedures and notify the
22 employee of their findings when the review is completed.

23 **B. Effective Date.** The effective date of reclassification under this article will be 30
24 days from the initial submission of a fully completed PDQ to WTD SDM, or the date of the
25 completed Supervisor review, whichever is less (incomplete PDQ's will not be considered as
26 received if the WTD HR analyst returns the PDQ to the employee for further completion).

27 **C. Classification and Compensation.** Classification and compensation shall be in
28 accordance with this Agreement. If a reclassification results in assignment to a higher paid

1 classification, then the employee shall receive at least step one of the new pay range or two steps
2 above the employee's current rate of pay, whichever is highest.

3 **D. Appeal.** The County and the Union agree that disputes relating to the
4 classification of a position will be submitted to the Division Director/designee of Human Resources
5 Department of Executive Services for reconsideration. If the Union disagrees with the Division
6 Director's/designee's decision it may, within thirty (30) days, submit the issue to a neutral third party.
7 The neutral party will be selected in accordance with the grievance procedure in this Agreement. The
8 decision of the neutral party shall be binding upon all parties. The classification issue (other than
9 jurisdictional and pay-related) shall be presented to the neutral party and will not be subject to the
10 King County Personnel Board or binding arbitration.

11 **ARTICLE 24: BENEFIT PLAN**

12 **24.1** The County presently participates in group medical, dental and life insurance programs.
13 The County agrees to maintain the level of benefits as currently provided by these plans and pay
14 premiums as currently practiced, during the life of this Agreement unless modified by the Joint Labor
15 Management Insurance Committee.

16 **24.2** The County agrees to continue the Joint Labor Management Insurance Committee
17 comprised of representatives from the County and its labor unions. The function of the Committee
18 shall be to review, study and make recommendations relative to existing medical, dental and life
19 insurance programs.

20 **24.3** The Union and County agree to incorporate changes to employee insurance benefits
21 which the County may implement as a result of the agreement of the Joint Labor Management
22 Insurance Committee referenced in Section 24.2 above.

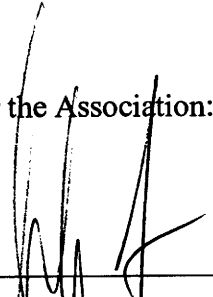
1 **ARTICLE 25: DURATION**

2 This Agreement shall become effective upon full and final ratification and approval by all
3 formal requisite means by the Metropolitan King County Council and the King County Executive and
4 shall be in effect from January 1, 2012 until December 31, 2014.

5
6 APPROVED this 8 day of OCTOBER, 2012.

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10 By: 
11 King County Executive

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17 For the Association:

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20 Ade Franklin, President
21 Technical Employees' Association
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**APPENDIX A
WAGE ADDENDUM**

cba Code: 459

Union Code: W5B

Supervisors Unit			
Job Class Code	PeopleSoft Job Code	Classification	Range*
2810300	281402	Administrator III	63
7115100	712802	Capital Projects Managing Supervisor	74
7117600	715602	Construction Management VI	74
7118600	716502	Designer VI	63
5401100	540202	Environmental Programs Managing Supervisor	73
7119500	710402	Project Control Engineer Supervisor	73
7116600	714102	Wastewater Engineer VI	74

*** All salary ranges are on the King County "Squared" Salary Schedule.**

cba Code: 459

Union Code: W5A

Staff Unit			
Job Class Code	PeopleSoft Job Code	Classification	Range*
4200100	421112	Administrative Office Assistant	29
4201100	421214	Administrative Specialist I	33
4201200	421324	Administrative Specialist II	37
4201300	421415	Administrative Specialist III	41
4201400	421511	Administrative Specialist IV	46
2810000	281109	Administrative Staff Assistant	48
2810100	281209	Administrator I	50
2810200	281307	Administrator II	56
7320200	734508	Applications Developer-Journey	60
7320300	734608	Applications Developer-Senior	65

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Staff Unit			
Job Class Code	PeopleSoft Job Code	Classification	Range*
7320400	734708	Applications Developer-Master	70
2131100	214109	Business and Finance Officer I	53
2131200	214213	Business and Finance Officer II	58
2131300	214308	Business and Finance Officer III	62
7114300	712302	Capital Project Manager I	56
7114400	712402	Capital Project Manager II	61
7114500	712502	Capital Project Manager III	68
7114600	712602	Capital Project Manager IV	71
7117100	715102	Construction Management I	53
7117200	715202	Construction Management II	58
7117300	715302	Construction Management III	63
7117400	715402	Construction Management IV	67
7117500	715502	Construction Management V	70
7117600	715603	Construction Management VI	73
2215100	223802	Contract Specialist I	56
2215200	223902	Contract Specialist II	61
4300100	431208	Customer Service Specialist I	32
4300200	431312	Customer Service Specialist II	36
7118100	716002	Designer I	43
7118200	716102	Designer II	47
7118300	716202	Designer III	52
7118400	716303	Designer IV	55
7118500	716402	Designer V	59
7322100	735108	GIS Specialist-Entry	55
7322200	735209	GIS Specialist-Journey	60
7322400	735408	GIS Specialist-Master	70
7322300	735309	GIS Specialist-Senior	65
7119100	717002	Project Control Engineer I	54
7119200	717102	Project Control Engineer II	59

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Staff Unit			
Job Class Code	PeopleSoft Job Code	Classification	Range*
7119300	717202	Project Control Engineer III	63
7119400	710303	Project Control Engineer IV	67
2441100	243110	Project/Program Manager I	53
2441200	243212	Project/Program Manager II	58
2441300	243312	Project/Program Manager III	63
2441400	243404	Project/Program Manager IV	68
2634100	264802	Real Property Agent I	49
2634200	264902	Real Property Agent II	55
2634300	265002	Real Property Agent III	61
2634400	265102	Real Property Agent IV	67
2243100	225303	Records Management Specialist	46
7116100	713602	Wastewater Engineer I	54
7116200	713702	Wastewater Engineer II	59
7116300	713802	Wastewater Engineer III	63
7116400	713902	Wastewater Engineer IV	67
7116500	714002	Wastewater Engineer V	70
7116600	714103	Wastewater Engineer VI	73
1075200	108903	Water Pollution Control Maintenance Manager	75
2430100	242102	Water Quality Planner/Project Manager I	53
2430200	242205	Water Quality Planner/Project Manager II	58
2430300	242305	Water Quality Planner/Project Manager III	63
2430400	242404	Water Quality Planner/Project Manager IV	68

* All salary ranges are on the King County "Squared" Salary Schedule.

APPENDIX B

Pursuant to Section 1.3 of this Agreement, the parties agree that the following provisions of the King County Personnel Guidelines (2005) are preempted by the terms of this Agreement:

Preamble/Disclaimer

Section 1.3

Chapter 4

Chapter 5

Sections 6.5, 6.6, 6.9, and 6.13 - 6.15

Chapter 9

Sections 11.1, 11.2, and 11.4

Sections 12.3 - 12.5

Sections 14.1, 14.2, 14.3, 14.4-14.6, 14.9 - 14.13, and 14.15.

Section 15.3

Chapter 16

Chapter 17

Chapter 18

Section 19.4

Chapter 22