

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

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	APPENDIX A: MEMORANDUM OF AGREEMENT: ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016	

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

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

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

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

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

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

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

12 **PREAMBLE**

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

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

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

22 The Agreement was developed to accomplish the following goals:

- 23 • Develop a compensation and benefit package that is the best in the wastewater treatment
24 industry, and which will attract and retain outstanding employees.
- 25 • Create an Agreement that generates gains in efficiency and effectiveness, is economically
26 feasible, and is justifiable to the Council, the ratepayer, and the public.
- 27 • Write an Agreement that is clear and easily understood.
- 28 • Develop an Agreement consistent with a supportive, productive, challenging, high-quality

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

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

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

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

7 **STEWARDS**

8 **1.1 Union Recognition**

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

13 **1.2 Union Membership**

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

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

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

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

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

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

11 **1.3 Union Dues Deduction**

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

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

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

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

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

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

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

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

12 **ARTICLE 2: NON-DISCRIMINATION**

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

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

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

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

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

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

1 **4.2 Management Rights - Enumerated**

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

15 **4.3 Payroll System**

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

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

21 **5.1 General**

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

26 **5.2 Probationary Period**

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

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

5 **5.3 Trial Service Period**

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

12 **ARTICLE 6: PERSONNEL ACTIONS**

13 **6.1 Job Posting**

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

17 **6.2 Special Duty**

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

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

26 **6.3 Competitive Promotions**

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

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

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

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

14 **6.4 Layoffs of Regular Employees**

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

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

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

27 **6.5 Outplacement**

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

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

2 **6.6 Recall**

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

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

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

13 **ARTICLE 7: SENIORITY**

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

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

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

22 **ARTICLE 8: DISCIPLINARY ACTION**

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

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

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

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

5 **PLAN**

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

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

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

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

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

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

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

1 to make the required improvements

- 2 • Regular review of the employee's performance with written evaluation to the
3 employee indicating his/her progress in meeting the specific performance
4 objectives.

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

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

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

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

19 **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

20 **10.1 Grievance/Arbitration/Mediation**

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

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

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

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

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

6 **A. Definitions.**

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

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

11 **B. Procedure.**

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

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

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

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

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

28 Should arbitration be necessary either after an attempt to mediate the dispute or directly after

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

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

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

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

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

21 **10.2 Alternate Dispute Resolution Procedures**

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

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

27 **B.**

28 **(1)** The meeting will include a mediator and the affected parties (including

1 the Labor Negotiator).

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

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

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

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

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

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

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

13 11.1 The classifications and rates of pay for all employees in the bargaining units are listed in
14 Addendums A, B, C and D of this Agreement.

15 11.2 The Cost of Living provisions are under Appendix A.

16 11.3 Regular employees who receive a satisfactory annual performance appraisal shall
17 progress two (2) steps annually until reaching the top step of their salary range. New employees hired
18 on or after November 1, 2008 shall be placed at Step 2 of their range and shall progress two (2) steps
19 annually on November 1, until they reach the top step of their range, provided they have completed
20 probation or trial service period by November 1 and receive a satisfactory performance appraisal.
21 The County may hire an employee above Step 2 in accordance with 3.15.120 of the King County
22 Code.

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

26 11.4 **Special Duty.** A regular employee who is temporarily assigned in writing by his/her
27 supervisor to perform the work of a higher-paying classification for a period of one (1) work day or
28 more for employees paid on an hourly basis or one (1) workweek or more if paid on a salary basis,

1 shall receive a pay increase of approximately five percent (5%), but not more than the maximum of
2 the salary range of the higher classification. Special duty pay may exceed the top of the salary range
3 where the employee is receiving above-Step-10 incentive pay. In those instances, the special duty pay
4 may exceed the maximum of the new pay range by no more than five percent (5%) and shall continue
5 only as long as the incentive pay would have remained in effect.

6 **11.5** Hourly employees not assigned to standby who are called in to work on an unscheduled
7 basis or because of an emergency, within twelve (12) hours or less of their scheduled report time,
8 shall be paid at the overtime rate for the actual hours worked, with a minimum of three (3) hours. If
9 subsequent call-ins fall within three (3) hours, further pay will not start until the fourth (4th)
10 unscheduled work hour. A call-in may be cancelled; however, if the call-in is cancelled less than four
11 (4) hours prior to the scheduled start of the call-in, the employee shall be paid the minimum amount
12 of call-in pay (three [3] hours). Travel time to and from the job shall be considered as working time
13 in such circumstances. Employees who have been notified more than twelve (12) hours before report
14 time that their work schedule has been changed shall not be eligible for call-in pay.

15 **11.6** Hourly employees who are scheduled to attend meetings on their regular day(s) off or
16 who are required to return to work on a work day to attend a meeting or are required to return to work
17 on a day off shall be compensated for the greater of two (2) hours or the actual meeting time at the
18 overtime rate.

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

20 **12.1** Some employees covered by this bargaining unit are employed in a bona fide executive,
21 administrative or professional capacity and are in turn exempt from overtime payments under the
22 Federal Fair Labor Standards Act (FLSA) and are expected to work the hours necessary to
23 satisfactorily perform their jobs.

24 **12.2 Hours of Work**

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

27 **B.** Rotating shifts are four (4) continuous days of two (2) eleven and seven-tenths
28 (11.7) hour day shifts and two (2) eleven and seven-tenths (11.7) hour night shifts, followed by four

1 (4) scheduled days off before starting a new rotation cycle.

2 C. Other innovative work schedules mutually agreed upon by the County and the
3 Union may be utilized.

4 **12.3** The following provisions of this Article apply only to hourly employees in positions
5 covered by the overtime requirements of the Fair Labor Standards Act (FLSA).

6 **12.4 Meal and Rest Periods**

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

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

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

16 **12.5 Overtime**

17 A. Employees required to work more than their regular workday or workweek will be
18 paid either overtime for such additional hours at one and one-half (1-1/2) times the employee's
19 regular hourly rate of pay or compensatory time, if compensatory time is approved by their
20 supervisor, at the rate of one and one-half (1-1/2) times the amount of overtime hours actually
21 worked.

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

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

1 four (24) hour periods as defined by the County.

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

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

8 **12.6 Compensatory Time**

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

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

22 **12.7** Fourteen (14) calendar days notice will be given an employee prior to implementing an
23 involuntary change in the employee's regular schedule, except in cases of emergency.

24 **12.8** The County may not change an employee's regular schedule for the purpose of avoiding
25 the payment of overtime.

26 **ARTICLE 13: BENEFIT TIME**

27 **13.1 General Description**

28 The benefit program has two elements to it: one is Benefit Time (BT) and the other is

1 Extended Sick Leave (ESL). Both programs are for benefit eligible employees and built on the
2 accrual rate table set forth in Section 13.5. This program recognizes the need for scheduled time
3 away from the job (vacation and holidays) for personal reasons and for occasions when the employee
4 must be away because of illness or injury. Benefit Time is administered with the understanding that:
5 a) BT is intended to constitute wages earned for services rendered, and b) because business needs
6 may constrain employees' ability to utilize leave, the Agreement provides for a yearly cash
7 conversion of up to one hundred twenty (120) hours of Benefit Time. BT shall not apply to
8 employees in classifications listed under Addendum D.

9 **13.2 Definitions**

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

14 B. ESL is the bank of time accrued for use during all paid nonscheduled illness
15 exceeding two (2) consecutive scheduled workdays for employees and to care for their eligible
16 dependents, as well as for pre-scheduled paid time off (e.g., surgery or tests) or injury of the employee
17 or to care for an eligible dependent.

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

20 **13.3 Principles**

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

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

25 **13.4 Absence**

26 A. Employees are expected to schedule BT as far in advance as possible to facilitate
27 business team planning. Employees are expected to notify the County each day of any unscheduled
28 absence. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days,

1 the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day.
2 However, all BT and ESL time shall be coordinated with, and supplementary to, Workers'
3 Compensation.

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

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

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

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

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1 **13.5 BT ESL Accrual**

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

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

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

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

26 **13.6 BT and ESL Accumulation**

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

1 to cash if their classification is listed under Addendum A or up to forty (40) hours if their
2 classification is listed under Addendums B and C, down to a balance of four hundred and eighty (480)
3 hours.

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

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

13 **13.7 Upon Retirement or Death**

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

19 **13.8** Employees have successfully completed probation may cash-out a maximum of 480
20 hours of BT time upon leaving employment in good standing. Employees returning to regular service
21 who resigned, were separated for non-disciplinary medical reasons or from layoff within two (2) years
22 will have their ESL restored.

1 **13.9 Holidays**

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

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

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

18 **13.10 Reopener**

19 The parties agree to reopen Section 13.6 in the event that the BT maximum accrual or cash-
20 out rate(s) increases in another bargaining unit representing employees in the Wastewater Treatment
21 Division.

22 **13.11** Employees under Addendum D are eligible for vacation, sick and holiday leaves in
23 accordance with the Personnel Guidelines.

24 **ARTICLE 14: BENEFITS**

25 **14.1 Benefit Plan Administration**

26 The administration of the employee benefit plans is the responsibility of the County. The
27 County is committed to helping employees understand the benefits to which they are entitled
28 eliminating red tape where possible, and ensuring efficient administration by the parties with which

1 it contracts. The County may make administrative changes that are necessary or desirable and will
2 notify the Union of administrative changes as they occur.

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

5 A. There is an established Labor/Management Insurance Committee comprised of
6 representatives from the County and the Labor Union Coalition whose function is to review, study,
7 and make recommendations relative to existing medical, dental, and life insurance programs.

8 B. The Union and the County agree to incorporate changes to employee insurance
9 benefits which the County may implement as a result of the agreement of the Joint Labor
10 Management Insurance Committee.

11 14.2 Eligibility

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

15 14.3 Retirement

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

19 14.4 Pension Trust

20 14.4.1 Contribution. The County will contribute one dollar (\$1.00) to the Western
21 Conference of Teamsters Pension Trust (Pension Trust) on behalf of each member of the bargaining
22 units whose position is under Addendums A, B and C in accordance with the parties' pension
23 agreements.

24 14.4.2 Wage Reduction. In order to participate in the Pension Trust all bargaining
25 unit employees who are in classifications covered under Addendums A, B and C shall have their
26 wage rate reduced by the amount of the County's contribution on the employee's behalf pursuant to
27 Section 14.4.1. The parties agree and understand that this contribution shall not be reported as part of
28 the employees' wage to the State Department of Retirement Systems or the Internal Revenue

1 Service, nor shall this contribution be part of the employees' wage for computation of overtime or any
2 salary-based premium pay.

3 **14.5 Workers' Compensation**

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

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

14 C. Employees who miss work due to on-the-job injuries will continue to accrue BT
15 and ESL or vacation and sick leave on straight-time hours of work lost, for a maximum of sixty (60)
16 workdays missed during each calendar year.

17 **14.6 'Home Free' Guarantee**

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

24 **14.7 Prior Ongoing Permanent Savings**

25 In order to memorialize the gainsharing distribution for ongoing permanent savings to the
26 wastewater program achieved under the prior Collective Bargaining Agreement, a permanent
27 adjustment for past productivity gains will be added to the base hourly pay rate for all employees
28 employed in a bargaining unit position prior to November 18, 2006 and shall be adjusted for COLA

1 in accordance with the provisions of Appendix A. Employees hired or promoted into bargaining unit
2 positions on or after November 18, 2006 shall be entitled to receive the wage adjustment under this
3 section if the employee is hired/promoted from a position which received the adjustment at the time
4 of the hiring/promotion. The provisions of this section will not apply to employees in classifications
5 listed under Addendums B and D.

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

7 **15.1 Leaves of Absence With Pay**

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

- 13 • Employee's spouse or domestic partner
- 14 • Children of the employee, employee's spouse or domestic partner
- 15 • Parents of the employee, employee's spouse or domestic partner
- 16 • Siblings
- 17 • Grandchildren
- 18 • Grandparents
- 19 • Son-in-law, daughter-in-law

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

27 **C. Military Duty/Training Leave.** An employee who is a member of the
28 Washington National Guard or any organized reserve of the Armed Forces of the United States, and

1 is ordered to be on active training duty, shall be allowed twenty-one (21) work days of military leave
2 during each training year. The employee must present orders for active or inactive training duty to
3 his/her supervisor prior to taking leave. The employee may use military leave for weekend reservist
4 duty.

5 **D. Executive Leave.** Employees covered by this Agreement who are in a salaried
6 position and eligible for Executive Leave as provided in Executive policy will receive three (3) days
7 of Executive Leave per calendar year. Executive Leave up to seven (7) additional days per year, as
8 provided in the Executive policy, may be granted at the discretion of the County.

9 **15.2 Family and Medical Leave**

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

13 **B.** The employee must exhaust all accrued sick leave or ESL prior to using unpaid
14 leave for the employee's own health condition. Donated leave shall run concurrently with unpaid
15 leave.

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

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

21 **15.3 Military Family Leave**

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

27 **B.** In addition, the National Defense Authorization Act (NDAA) amends the Family
28 and Medical Leave Act (FMLA) by providing up to twelve (12) weeks of leave for "any qualifying

1 exigency” and up to twenty six (26) weeks of FMLA leave to care for the serious health condition of
2 an injured or ill covered service member. Leave for a “qualifying exigency” provides up to twelve
3 (12) weeks of leave for one of eight (8) clearly defined reasons arising out of the fact that the spouse,
4 son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to
5 active duty status in support of a contingency operation. Military caregiver leave under the NDAA
6 provides up to twenty six (26) weeks of leave, instead of the standard twelve (12) weeks, to care for
7 the serious health condition of a covered service member who is recovering from an illness or injury
8 sustained in the line of duty. Eligible family members for military caregiver leave include the spouse,
9 son, daughter, parent, or next of kin of the injured covered service member. Leave under the NDAA
10 continues to follow the same eligibility criteria, protections and benefits available under the FMLA
11 law.

12 **15.4 Domestic Violence Leave**

13 Employees who are victims of or who have family members that are victims of domestic
14 violence, sexual assault, or stalking may take reasonable leave from work for legal or law-
15 enforcement assistance, medical treatment or counseling as provided for under RCW 49.76.
16 Employees may use any accrued leave for domestic violence leave, including sick leave, ESL, BT or
17 other paid time off, compensatory time, or unpaid leave time. Employees eligible for this leave
18 include a child, spouse, parent, parent-in-law, grandparent or person whom with the employee has a
19 dating relationship.

20 **15.5 Leaves of Absence Without Pay**

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

24 **15.6 Return from Leave of Absence**

25 A. Regular employees wanting to return from a medical leave of absence, or who need
26 to extend the leave of absence beyond the original return date, may be required to be examined by a
27 physician of the County’s choice at the County’s cost to determine the employee’s right to either a
28 continuing leave or work status.

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

7 **15.7** To the extent that the Washington State Family Care Act (RCW 49.12.295) provides a
8 greater benefit than the provisions of this Agreement, the Washington State law will apply.

9 **ARTICLE 16: SPECIAL CONDITIONS**

10 **16.1 License and Tuition Reimbursement**

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

13 **16.2 Professional Registration and Certification Pay.**

14 **A. Introduction.** To encourage professional development and to ensure the
15 employment of qualified personnel in appropriate classifications, compensation for professional
16 licenses and certifications will be provided in accordance with this Article. Such compensation shall
17 be paid to those employees who have obtained professional licenses and certifications or completed
18 further education or paid for memberships in organizations that are directly applicable to their
19 employment.

20 **B. Professional Engineer Licenses.** Employees who have one or more current
21 Washington State professional licenses in the branches of Civil, Mechanical, Electrical, Chemical,
22 Environmental, Sanitary, or Structural Engineer shall be paid fifty (\$50) dollars per month. If the
23 professional engineering license is directly applicable to their employment, they will receive an
24 additional fifty (\$50) dollars per month.

25 **C. Certifications and Professional Designations.** Within the terms of this
26 Agreement, certifications include, but are not limited to the following:

- 27 • Certified Public Accountant
28 • Project Management Institute Certification

- 1 • Certified Internal Auditor
- 2 • Certified Maintenance and Reliability Professional

3 During the term of this Agreement, additional certifications may be added by mutual
4 agreement of the parties to this contract.

5 **D.** All employees who have one or more valid certifications as described above in a
6 discipline directly applicable to their employment shall be paid an additional fifty (\$50) dollars per
7 month per certification up to a maximum of one hundred (\$100) dollars per month. Employees must
8 provide at least bi-annual documentation of a license or certification to receive compensation, or
9 annually if license or certification requires annual renewal. Membership in an organization does not
10 qualify an employee for compensation.

11 **16.3 Vehicle Usage Reimbursement**

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

15 **16.4 Take-Home Vehicles**

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

20 **16.5 Personnel Files**

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

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

25 **16.6 Legal Counsel**

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

1 **16.7 Drug and Alcohol Testing Policy**

2 A. The parties have agreed to implement the “Prohibited Drug Use and Alcohol
3 Misuse Education and Testing Program Policy for Employees Occupying Safety-Sensitive Positions”
4 (hereinafter, “Drug and Alcohol Policy”) with the following modifications or additions:

5 B. All bargaining unit employees subject to random testing will be included in a
6 single random testing pool of County employees.

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

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

13 **16.8 Recognition Programs**

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

16 **16.9 Safety Standards**

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

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

25 **ARTICLE 17: SAVINGS CLAUSE**

26 17.1 Should any part hereof or any provision herein contained be rendered or declared invalid
27 by reason of any existing or subsequently enacted legislation or by any decree of a court of competent
28 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the

1 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and
2 negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full
3 force and effect.

4 **17.2** It is intended that this Agreement and the County's established personnel policies, rules,
5 and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in
6 conflict with this Agreement, their provisions shall be applicable to employees in the bargaining unit.
7 Wherever a conflict may arise between said personnel policies, rules, and regulations, and this
8 Agreement, the provisions of the Agreement shall control.

9 **ARTICLE 18: CONTRACTING OUT**

10 **18.1** The County shall not contract out work performed by members of the bargaining unit if
11 the contracting of such work eliminates, reduces, or limits the normal work load of the bargaining
12 unit.

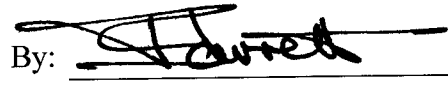
13 **18.2** In the case of a circumstance that is beyond the control of the County at the time action
14 is required, that could not reasonably have been foreseen, and for which the County is not reasonably
15 able to provide the necessary tools, employees, or equipment to perform the work in a timely manner,
16 the County shall be allowed to enter into contracting arrangements for this purpose only. The County
17 shall officially notify the Union of such instances in advance and discuss the impact of and possible
18 alternatives to these arrangements, if any, on the bargaining unit.

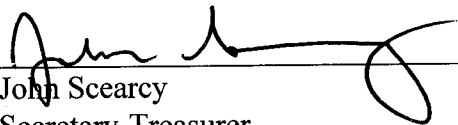
19 **18.3** If, in order to secure funding for a specific project, the County is required to contract all
20 or part of the work to be performed due to limitations imposed by the funding agreement, such
21 contracting shall not be considered as a violation of the Agreement. In such instances, the Union
22 shall be officially notified in advance.

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

2 The provisions of this Agreement shall become effective when ratified by the parties, unless a
3 different effective date is specified, and covers the period from November 1, 2014 through
4 December 31, 2016.

5
6 APPROVED this 24th day of August, 2015.

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10
11 By: 
12 King County Executive

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14
15
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17
18 
19 John Scearcy
20 Secretary-Treasurer
International Brotherhood of Teamsters Local 117

ADDENDUM A, ADDENDUM B, ADDENDUM C, ADDENDUM D, ADDENDUM E

Wage Addendum

**International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRP
Professional & Technical / Administrative Support**

cha Code: 156			ADDENDUM A		Union Code: F6
Job Class Code	PeopleSoft Job Code	Classification Title			Wage Range*
2810200	281306	Administrator II			56
2131100	214106	Business and Finance Officer I			53
2131200	214207	Business and Finance Officer II			58
2131300	214302	Business and Finance Officer III			62
2501100	252109	Communications Specialist I			51
2501200	252215	Communications Specialist II			54
2501300	252309	Communications Specialist III			58
2501400	252402	Communications Specialist IV			64
7112100	711103	Engineer I			54
7112200	711202	Engineer II			59
7112300	711302	Engineer III			64
7112400	711402	Engineer IV			69
2444500	244502	Industrial Maintenance Program Specialist			63
7120400	713401	Chief Process Analyst			66

ADDENDUM A, ADDENDUM B, ADDENDUM C, ADDENDUM D, ADDENDUM E
Wage Addendum

International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRFP
Professional & Technical / Administrative Support

cba Code: 156			ADDENDUM B		Union Code: F6D
Job Class Code	PeopleSoft Job Code	Classification Title			Wage Range*
2810200	281316	Administrator II			56
2131100	214112	Business and Finance Officer I			53
2131200	214217	Business and Finance Officer II			58
2131300	214313	Business and Finance Officer III			62
2131400	214412	Business and Finance Officer IV			67
1041100	110005	Financial Services Administrator			71
2216300	225906	Grant Administrator			65
2120200	212203	Internal Auditor			64
2703100	271801	Utilities Economist			69

cba Code: 156			ADDENDUM C		Union Code: F6C
Job Class Code	PeopleSoft Job Code	Classification Title			Wage Range*
2501100	252110	Communications Specialist I			51
2501200	252213	Communications Specialist II			54
2501300	252311	Communications Specialist III			58
2501400	252409	Communications Specialist IV			64

ADDENDUM A, ADDENDUM B, ADDENDUM C, ADDENDUM D, ADDENDUM E
Wage Addendum

International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRP
Professional & Technical / Administrative Support

cba Code: 156		ADDENDUM D		Union Code: F6A
Job Class Code	PeopleSoft Job Code	Classification Title		Wage Range*
2810200	281319	Administrator II		56
4101100	411113	Fiscal Specialist I		38
4101200	411216	Fiscal Specialist II		34
4101300	411318	Fiscal Specialist III		42
4101400	411408	Fiscal Specialist IV		47
2441100	243115	Project/Program Manager I		53
2441200	243222	Project/Program Manager II		58
2441300	243321	Project/Program Manager III		63

ADDENDUM A, ADDENDUM B, ADDENDUM C, ADDENDUM D, ADDENDUM E
Wage Addendum

International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRP
Professional & Technical / Administrative Support

cba Code: 156		ADDENDUM E		Union Code: F6E
Job Class Code	PeopleSoft Job Code	Classification Title		Wage Range*
4200100	421117	Administrative Office Assistant		29
4201100	421215	Administrative Specialist I		33
4201200	421331	Administrative Specialist II		37
4201300	421423	Administrative Specialist III		41
4201400	421509	Administrative Specialist IV		46
2810000	281114	Administrative Staff Assistant		48
2810100	281214	Administrator I		50
4300100	431211	Customer Service Specialist I		32

* For rates please refer to King County Squared Salary Table. The Union has agreed to reduce the wage rates under this contract by \$1.00 per hour pursuant to Article 14.4 of the collective bargaining agreement pertaining to participation in the Western Conference of Teamsters Pension Trust.

APPENDIX A

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

APPENDIX A

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

APPENDIX A

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

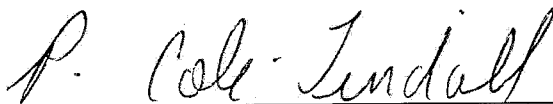
Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

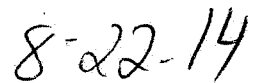
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office



Date

APPENDIX A

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

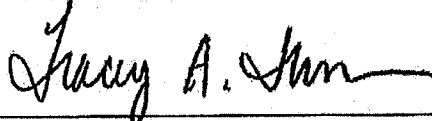
ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Labor Organization: International Brotherhood of Teamsters Local 117

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
412	Teamsters Local 117	Administrator I - Transit, Department of Transportation
456	Teamsters Local 117	Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments
461	Teamsters Local 117	Joint Units Agreement
454	Teamsters Local 117	Legislative Analysts - King County Council
230	Teamsters Local 117	Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)
154	Teamsters Local 117	Professional & Technical and Administrative Employees
155	Teamsters Local 117	Prosecuting Attorney's Office
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office
152	Teamsters Local 117	Transit Section Managers - Department of Transportation
159	Teamsters Local 117	Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources & Parks
156	Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources & Parks
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks

For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson
Secretary-Treasurer

08/21/14

Date

APPENDIX A

ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

APPENDIX A

ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

APPENDIX A

ADDENDUM A

5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

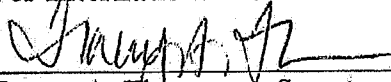
Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

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ADDENDUM A

6. This Agreement shall remain in effect through December 31, 2013.

For International Brotherhood of Teamsters Local 117:




Tracey A. Thompson, Secretary-Treasurer

4/25/11

Date

For Office & Professional Employees International Union, Local 8:

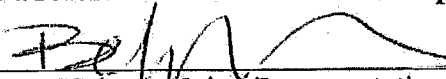


Amanda Saylor, Union Representative

4/25/11

Date

For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

4/26/11

Date

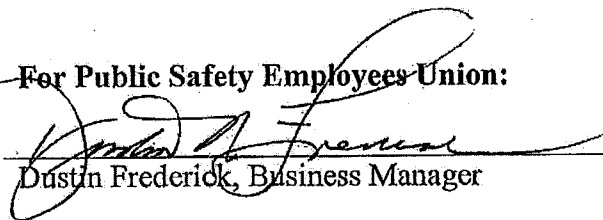


Janet Parks, Union Representative

4/25/11

Date

For Public Safety Employees Union:

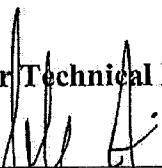


Dustin Frederick, Business Manager

4/25/11

Date

For Technical Employees Association:

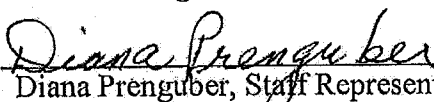


Ade Franklin, President

4.27.11

Date

For Washington State Council of County and City Employees, Council 2:

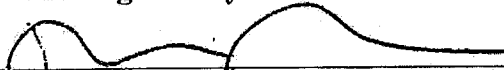


Diana Prenguber, Staff Representative

4-25-11

Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11

Date

APPENDIX A

ADDENDUM A EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engaged in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
 - Fiscal Specialist 1-4
 - Administrative Specialist 1-4
 - Customers Service Specialist 1-4
 - Technical Information Processing Specialist 1-4
 - Administrative Office Assistant
 - Medical Application Specialist (Health)
 - Administrative Specialist Supervisor (Health)
 - Administrative Staff Assistant
 - ~~(Application Worker) Social Services Specialist~~and any other classification that the parties may agree to include during the course of negotiations.

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ADDENDUM A

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
7. **Negotiation Process.**
 - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
 - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
 - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
 - D. **Location.** Bargaining sessions will be held at downtown County facilities.
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

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ADDENDUM A

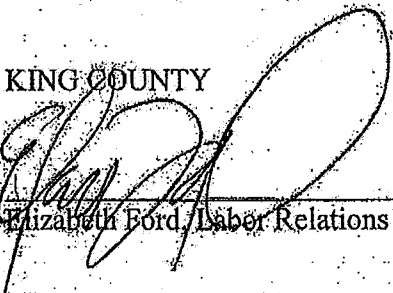
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
 - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
 - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

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10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.

Dated this 30th day of September, 2008.

KING COUNTY



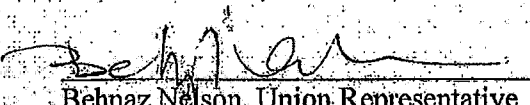
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



Spencer Nathan Thal, General Counsel

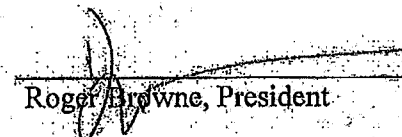
IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

IFPTE, LOCAL 17

TECHNICAL EMPLOYEES ASSOCIATION

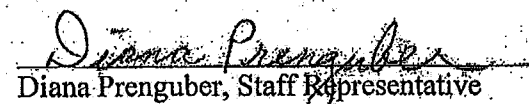


Roger Browne, President

WSCCCE, Council 2

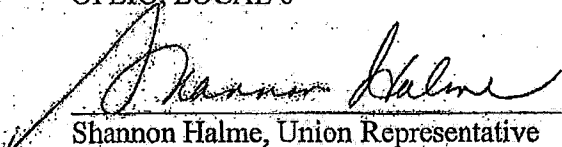


Janet Parks, Union Representative



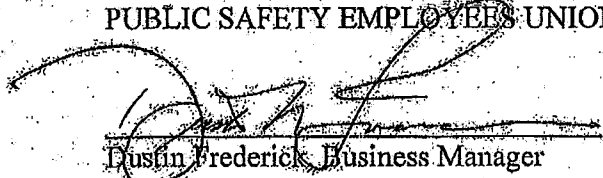
Diana Prenguber, Staff Representative

OPEIU LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager