



King County

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

Staff Report

Agenda item No: **4**
Ordinance No: **2009-0587**

Date: **October 26, 2009**
Prepared by: **Clifton Curry**

SUBJECT

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Section Managers and Assistant Managers) representing employees in the department of natural resources and parks; and establishing the effective date of said agreement.

SUMMARY

This Proposed Ordinance will ratify the International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Section Managers and Assistant Managers) Collective Bargaining Agreement for the period of May 13, 2008, through June 30, 2010. This agreement covers 15 employees in the Department of Natural Resources and Parks. *This bargaining unit is newly formed and this is the first contract with this group.* This agreement establishes the terms and conditions of employment for these employees. The wage settlement for 2008 includes market based range increases for Project Planning and Delivery Managers, Operations Managers, and Finance Managers, all retroactive to May 13, 2008.

The Bargaining Unit at a Glance

This bargaining unit includes the senior and mid-level managers who are the organizational leaders responsible for the five sections of the Wastewater Treatment Division, and the county's Brightwater project. The five sections include:

1. East operations and maintenance (Renton, Vashon, Carnation, and the Brightwater Treatment Plants) and West operations and maintenance (West Point Treatment Plant);
2. Resource recovery;
3. Finance and Administration;
4. Project Planning and Delivery; and,
5. Environmental and Community Services.

Employees in this bargaining unit are responsible for accomplishing the division's mission to protect public health and the environment by: conveying, treating and reclaiming wastewater and by-products; operating and maintaining wastewater facilities; planning to meet future wastewater needs; and, providing engineering, environmental and construction services for our facilities and programs. In addition, employees in this bargaining unit are responsible for the supervision, either directly or through subordinate supervisors, of the approximately 600 employees of the division. The managerial leadership of these employees is responsible for providing water treatment services to 17 cities, 17 local sewer districts and more than 1.4 million residents in King, Snohomish and Pierce counties.

Consistency with Labor Policies

The proposed bargaining agreement appears consistent with adopted labor policies.

Performance Evaluations

The employees in this bargaining unit receive regular performance evaluations.

Binding Arbitration

The unit is not eligible for interest arbitration.

New Bargaining Agreement Provisions

As noted above, this agreement is a new contract (the employees in this bargaining unit were not previously represented), and as a consequence all of the provisions are new.

Ongoing Contract Provisions

While this is a new contract, it contains the standard contract provisions contained in most other county contracts. Notable standard provisions are listed below.

Wage Settlement - The wage settlement for 2008 includes market based range increases for Project Planning and Delivery Managers, Operations Managers, and Finance Managers, all retroactive to May 13, 2008. There is a wage reopener for Assistant Operations Managers upon completion of a reclassification process. In addition, Employees can receive up to \$200 per month in certification payments.

Vacation and Leave - The bargaining unit will move to a benefit time system that includes cash-out provisions, consistent with a previously established model in the Wastewater Treatment Division. Under the provisions of this contract, employees will move to a benefit time leave system in which vacation and holiday leaves are contained in one bank and extended sick leave is in a separate bank. Employees may cash-out 120 hours of benefit time annually, and convert 40 hours of sick leave to benefit time on a one-time basis.

Special Pension Provision – Employees in this bargaining unit have elected to participate in the Western Conference Teamsters Pension Fund. Employees will be paying a set contribution amount (based on the number of hours the employee works) into the fund. In this proposed agreement, each employee will receive a \$2,000 lump sum payment from the county to retroactively fund the appropriate portion of their 2009 pension contribution. The county will be contributing \$2.00 per hour to the Western Conference Teamsters Pension Fund retroactive to January 1, 2009 and the wages of the employees will correspondingly be reduced by this amount to ensure full participation for 2009.

Cost of Living Adjustments (COLA) – The cost-of-living increases for 2009 and 2010 follow the typical county settlement agreed to with other labor organizations, including the terms of the furlough agreement. The cost-of-living increases are based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

Fiscal Note – The cost to implement the CBA includes \$69,128 for retroactive pay, for 2009 the cost is \$102,850 and for 2010 the contract costs are estimated at \$87,812. The executive reports that financial resources are available to support the contract.

ATTACHMENTS

1. Proposed Ordinance 2009-0587
2. Fiscal Note
3. Transmittal Letter

INVITED

1. Amy Bann, Labor Negotiator, Labor Relations, Department of Executive Services
2. Bob Railton, Labor Negotiator, Labor Relations, Department of Executive Services
3. Jim Johnson, Acting Manager, Labor Relations, Department of Executive Services
4. Spencer Thal, Union Representative, International Brotherhood of Teamsters Local 117



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 22, 2009

Ordinance

Proposed No. 2009-0587.1

Sponsors Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective
 2 bargaining agreement negotiated by and between King
 3 County and International Brotherhood of Teamsters Local
 4 117 (Wastewater Treatment Division, Section Managers
 5 and Assistant Managers) representing employees in the
 6 department of natural resources and parks; and establishing
 7 the effective date of said agreement.

8
 9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King
 11 County and International Brotherhood of Teamsters Local 117 (Wastewater Treatment
 12 Division, Section Managers and Assistant Managers) representing employees in the
 13 department of natural resources and parks and attached hereto is hereby approved and
 14 adopted by this reference made a part hereof.

15

Ordinance

16 SECTION 2. Terms and conditions of said agreement shall be effective from
17 May 13, 2008, through and including June 30, 2010.
18

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments A. Agreement Between King County and International Brotherhood of Teamster
 Local 117 Representing the Managers and Assistant Managers Bargaining Unit in
 Wastewater Treatment Division King County Department of Natural Resources and
 Parks, B. Addendum A Teamsters Local 117 Wastewater Treatment Division,
 Managers and Assistant Managers Department of Natural Resources and Parks

**AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
REPRESENTING THE MANAGERS AND ASSISTANT MANAGERS
BARGAINING UNIT IN
WASTEWATER TREATMENT DIVISION
KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS**

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1 **ARTICLE 1: PURPOSE**

2 The intent and purpose of this Agreement is to promote a collaborative relationship between
3 the parties and to set forth the wages, hours and working conditions of such employees as covered by
4 this bargaining agreement.

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1 **ARTICLE 2: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION, SHOP**

2 **STEWARDS**

3 **2.1 Union Recognition**

4 The County recognizes Teamsters Local Union No. 117, affiliated with the International
5 Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all regular full-time
6 and regular part-time employees whose job classifications are listed in the attached Addendum A. In
7 recognizing the Union as the exclusive bargaining representative, the County agrees to not effect any
8 change in the wages, benefits, or working conditions covered by the terms of the Agreement, except
9 by mutual agreement with the Union. The County agrees to extend recognition of the Union as
10 bargaining representative for any new or added eligible manager and assistant manager positions that
11 may be created in the future in the Wastewater Treatment Division.

12 **2.2 Union Membership**

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

20 B. Employees covered by this Agreement who qualify for an exemption from the
21 requirement for Union membership based on an employee's bona fide religious belief shall contribute
22 an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the
23 Union. The Employee shall furnish the Union with written proof each month that such payments are
24 being made.

25 C. Failure by an employee to abide by the provisions of paragraphs A and B will
26 constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in A
27 and B, the Union will provide the employee and the County with seventy-two (72) hours notice of
28 intent to seek the discharge of the employee. During this period the employee may bring the amount

1 in arrears current to avoid discharge.

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

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

9 **2.3 Union Dues Deduction**

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

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

17 **2.4 Shop Stewards, Union Activities and Representation**

18 A. Union Representatives (Staff) may visit the work location of employees covered by
19 the Agreement at any reasonable time. They shall inform the Division Director/designee upon arrival
20 at the work site being visited.

21 B. The County agrees to recognize employees appointed and identified by the Union
22 as Shop Stewards. When contract administration business is conducted during working hours, the
23 employee is responsible for clearing the time taken away from work with his/her manager or
24 supervisor.

25 C. The Union shall be allowed use of bulletin board space to post Union notices.
26 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and
27 remove Union materials, and only materials originating from the Union office and bearing the Union
28 logo or signed by a staff representative of the Union may be posted on the Union bulletin board

1 space. The Union shall be allowed to post electronic mail notices on the County system if the notices
2 meet the same requirements, provided they comply with King County Policies governing electronic
3 mail and internet use.

4 D. Employees who are designated by the Union as stewards and/or representatives of
5 the bargaining unit may make limited use of County telephones, FAX machines, copiers and similar
6 equipment for the purposes of contract administration in accordance with applicable County policies.
7 In addition, such employee representatives may use the County electronic mail system for
8 communications related to contract administration, provided they comply with King County policies
9 governing electronic mail and internet use. In no circumstances shall use of the County equipment
10 interfere with County operations.

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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, discipline and discharge regular
5 employees for cause, improve efficiency, train, assign and direct the work force, develop and modify
6 classification specifications, allocate positions to those classifications, determine work schedules,
7 determine location of facilities, contracting out work, and determine methods, processes and means
8 for providing services, may be administered for its duration by the County in accordance with such
9 policy or procedures as from time to time may be determined.

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1 **ARTICLE 4: CONTRACTING OUT**

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

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

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

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1 **ARTICLE 5: BENEFIT TIME**

2 **5.1 General Description**

3 The benefit program has two elements to it: one is Benefit Time (BT) and the other is
4 Extended Sick Leave (ESL). Both programs are built on the accrual rate table set forth in Section 5.5.
5 This program recognizes the need for scheduled time away from the job (vacation and holidays) for
6 personal reasons and for occasions when the employee must be away because of illness or injury.
7 Benefit Time is administered with the understanding that: a) BT is intended to constitute wages
8 earned for services rendered, and b) because business needs may constrain employees' ability to
9 utilize leave, the Collective Bargaining Agreement provides for a yearly cash conversion of up to one
10 hundred and twenty (120) hours of Benefit Time.

11 **5.2 Definitions**

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

16 Extended Sick Leave (ESL) is the bank of time accrued for use during all paid nonscheduled
17 illness exceeding two (2) consecutive scheduled workdays for employees and their dependents, as
18 well as for pre-scheduled paid time off (e.g., surgery or tests) of the employee or dependent.

19 Employees may donate BT and ESL to another employee in accordance with Section 7.

20 **5.3 Principles**

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

23 B. Operational efficiency is increased by the responsible management of the benefit
24 time usage.

25 **5.4 Absence**

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

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

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

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

8 5.5 Benefit Time Accrual and Extended Sick Leave Accrual

9 Benefit Time accrual shall be as follows:

12 Years of Employment	11 Accrual Rates		
	12 Annual	13 Bi-weekly	14 Hourly
15 Less than 5 years	232	8.923	0.1115
16 5 years but less than 8 years	256	9.846	0.1231
17 8 years but less than 10 years	264	10.154	0.1269
18 10 years but less than 16 years	296	11.385	0.1423
19 16 years but less than 17 years	304	11.692	0.1462
20 17 years but less than 18 years	312	12.000	0.1500
21 18 years but less than 19 years	320	12.308	0.1538
22 19 years but less than 20 years	328	12.615	0.1577
23 20 years but less than 21 years	336	12.923	0.1615
24 21 years but less than 22 years	344	13.231	0.1654
25 22 years but less than 23 years	352	13.538	0.1692
26 23 years but less than 24 years	360	13.846	0.1731
27 24 years but less than 25 years	368	14.154	0.1769
28 More than 25 years of service	376	14.462	0.1808

1 Annual and bi-weekly totals in the above table are approximations and may vary slightly
2 based on the hourly rate.

3 Extended Sick Leave accrual shall accumulate for all employees on the basis of fifty-six (56)
4 hours per year (0.0269 hours per hour).

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

7 **5.6 Benefit Time Accumulation and Extended Sick Leave Accumulation and**
8 **Conversion**

9 The maximum accumulated carryover of Benefit Time from the pay period ending before
10 April 1st of one calendar year to the next shall be six hundred (600) hours. Employees with at least
11 four hundred and eighty (480) hours at that time shall have the option to convert up to one hundred
12 and twenty (120) hours to cash, down to a balance of four hundred and eighty (480) hours.

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

14 Benefit time will accrue prospectively upon implementation of this agreement. On a one-time
15 basis upon implementation of this agreement, employees may convert up to forty (40) hours from
16 their sick leave balance into benefit time. Any remaining sick leave balance will convert into
17 extended sick leave. Vacation leave balances will convert to benefit time.

18 **5.7 Upon Retirement or Death**

19 Upon retirement from the County or death, an employee or their beneficiary shall be paid for
20 up to four-hundred eighty (480) hours of accrued benefit time (BT) at one-hundred percent (100%)
21 and for all accrued Extended Sick Leave (ESL) at thirty-five percent (35%).
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1 **ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

2 **6.1 Leaves of Absence With Pay**

3 **A. Bereavement Leave.** In the event of death of a member of the employee's family,
4 an employee will be granted two (2) days off with pay. An additional day off will be granted when
5 total travel to attend the funeral is two hundred (200) miles or more. In addition to the bereavement
6 leave granted herein, a maximum of three (3) days Extended Sick Leave may be used with approval
7 of the employee's supervisor. For purposes of this section, employee's family is defined as:

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

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

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

28 **D. Executive Leave.** Employees covered by this agreement who are in positions

1 exempt from the overtime requirements of the Fair Labor Standards Act will receive three (3) days of
2 Executive Leave per calendar year, prorated for partial years. Up to seven additional days per year, as
3 provided in Executive policy 8-1-2, may be granted at the discretion of the Employer.

4 **E. Military Family Leave.** As provided under RCW 49.77 employees whose spouse
5 is a member of the United States armed forces, national guard, or reserves who has been notified of
6 an impending call or order to active duty, or who has been deployed, or when the military spouse is
7 on leave from deployment, shall be entitled to a total of fifteen (15) days of unpaid leave per
8 deployment. In addition, the National Defense Authorization Act (NDAA) amends the Family and
9 Medical Leave Act (FMLA) by providing up to twelve (12) weeks of leave for "any qualifying
10 exigency" and up to twenty six (26) weeks of FMLA leave to care for the serious health condition of
11 an injured or ill active duty service member. Leave for a "qualifying exigency" provides up to twelve
12 (12) weeks of leave for one of eight (8) clearly defined reasons arising out of the fact that the spouse,
13 son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to
14 active duty status in support of a contingency operation. Military caregiver leave under the NDAA
15 provides up to twenty six (26) weeks of leave, instead of the standard twelve (12) weeks, to care for
16 the serious health condition of a covered service member who is recovering from an illness or injury
17 sustained in the line of duty during a contingency operation. Eligible family members for military
18 caregiver leave include the spouse, son, daughter, parent, or next of kin of the injured covered service
19 member. Leave under the NDAA continues to follow the same eligibility criteria, protections and
20 benefits available under the FMLA law.

21 **F. Domestic Violence Leave.** Employees who are victims of or family members of
22 victims of domestic violence, sexual assault, or stalking may take reasonable leave from work for
23 legal or law-enforcement assistance, medical treatment or counseling as provided for under
24 RCW 49.76. Employees may use any accrued leave for domestic violence leave, including sick leave
25 or other paid time off, compensatory time, or unpaid leave time. Employees eligible for this leave
26 include a child, spouse, parent, parent-in-law, grandparent or person whom with the employee has a
27 dating relationship.

28 **6.2 Family and Medical Leave**

1 Up to eighteen (18) weeks of unpaid leave shall be granted to eligible employees for the
2 employee's own serious health condition, or for family care, as provided by King County Code §
3 3.12.220 (Substitute Ordinance No. 13377), as amended.

4 The employee must exhaust all accrued sick leave (ESL) prior to using unpaid leave for the
5 employee's own health condition. Donated leave shall run concurrently with unpaid leave.

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

9 The County shall continue its contribution to health insurance during the period of unpaid
10 leave.

11 **6.3 Leaves of Absence Without Pay**

12 Employees may request a leave of absence without pay by presenting a written request to their
13 immediate supervisor along with any supporting documentation. The decision to grant a leave of
14 absence without pay shall be at the discretion of the Employer.

15 **6.4 Return from Leave of Absence**

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

20 Employees will be re-employed in their former classification at the end of the leave, provided
21 the employee is able to perform the work. Seniority, Extended Sick Leave balance earned, and
22 Benefit Time accrual rates based upon seniority established at the time of departure on leave of
23 absence shall be restored when the employee returns to work. No seniority or benefits will accrue
24 while on a leave of absence without pay. In the case of a leave for the purpose of conducting Union
25 business, employees granted leave will continue to earn seniority.

26 **6.5 State Law**

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

1 **ARTICLE 7: LEAVE DONATION**

2 Employees may donate BT and ESL to another employee in accordance with King County
3 guidelines for donation of vacation and sick leave, respectively, except that donated hours will accrue
4 to the donee's appropriate leave bank and do not expire or return to the donor once accrued.

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1 **ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE**

2 The County presently participates in group medical, dental and life insurance programs. The
3 County agrees to maintain the level of benefits as currently provided by these plans and pay
4 premiums as currently practiced, during the life of this Agreement unless modified by the Joint
5 Labor/Management Insurance Committee.

6 The County agrees to continue the Joint Labor-Management Insurance Committee comprised
7 of representatives from the County and its labor unions. The function of the Committee shall be to
8 review, study and make recommendations relative to existing medical, dental and life insurance
9 programs.

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

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1 **ARTICLE 9: WAGE RATES**

2 9.1 The classifications and rates of pay for all employees in the Managers and Assistant
3 Managers bargaining unit are listed in Addendum A of this Agreement and are retroactive to May 13,
4 2008.

5 9.2 The following Cost of Living provisions shall apply:

6 A. Effective January 1, 2009, the rates of pay in effect on December 31, 2008, shall be
7 increased by 90% (ninety percent) of the percentage increase in the United States City Average
8 Consumer Price Index which occurs during the twelve (12) month period from September 2007 to
9 September 2008; provided, however, such percentage increase shall be not less than two percent (2%)
10 nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban
11 Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics, U.S.
12 Department of Labor.

13 B. Effective January 1, 2010, the rates of pay in effect on December 31, 2009, shall be
14 increased by 90% (ninety percent) of the percentage increase in the United States City Average
15 Consumer Price Index which occurs during the twelve (12) month period from September 2008 to
16 September 2009; provided, however, such percentage increase shall be not less than two percent (2%)
17 nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban
18 Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics, U.S.
19 Department of Labor.

20 9.3 Employees hired at Step 1 of the applicable pay range shall advance to Step 2 on the
21 November 1 following successful completion of their probationary period provided they receive a
22 satisfactory performance appraisal during the annual merit review process. Employees who are at
23 Step 2 or above shall progress two (2) steps annually on November 1 provided they receive a
24 satisfactory performance appraisal during the annual merit review process until reaching the top step
25 of their salary range. This provision is retroactive to May 13, 2008. Employees who are at Step 10
26 and receive an outstanding rating on their performance appraisal for two consecutive years shall be
27 eligible for a merit increase of no less than two point five percent (2.5%), and no more than five
28 percent (5%), above Step 10. This must be re-earned each year.

1 **9.4 Salary Study Subject to Mediation and Fact Finding.** If the parties fail to reach
2 agreement on wage rates, the parties will simultaneously (1) request the assistance of an impartial
3 third party selected by the parties; if the parties cannot reach agreement, then the mediator will be
4 selected through the Public Employment Relations Commission to mediate the negotiations; and (2)
5 appoint a neutral fact-finder pursuant to the selection process below. The mediation will be
6 scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding
7 recommendations to the parties as to the terms of an agreement regarding wage rates for the
8 classifications at issue. The fact-finder shall consider the market position of the classifications and
9 the economic circumstances of the employer (King County and the Wastewater Treatment Division)
10 in making his or her recommendations. The fact finding will be concluded no later than sixty (60)
11 days after the conclusion of mediation with the recommendation to each party. The cost of the fact-
12 finder shall be borne equally by the parties.

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

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

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

22 **9.5 Reclassification.** The County will conduct a classification study on the Assistant
23 Wastewater Operations Plant Manager position. If the study results in a reclassification of the
24 position, the parties may reopen the agreement for the limited purpose of negotiating whether a range
25 adjustment is merited, and the effective date of that range adjustment. The decision on the
26 reclassification is at discretion of management and is not grievable.

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1 **ARTICLE 10: HOURS OF WORK**

2 **Schedules** - The establishment of work schedules is vested solely within the purview of the
3 County and may be changed from time to time.

4 **Fair Labor Standards Act** - Employees covered by this bargaining unit are employed in a
5 bona fide executive, administrative or professional capacity and are in turn exempt from overtime
6 payments under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered
7 under the King County Executive Leave Pay and Leave Practices for Executive Administration and
8 Professional Employees policy (Executive Policy PER 8-1-2) and modifications thereto, and are
9 expected to work the hours necessary to satisfactorily perform their jobs.

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1 **ARTICLE 11: DISPUTE RESOLUTION PROCEDURES**

2 The Union and the County recognize the importance of settling issues in a fair and responsible
3 manner at the lowest possible level of supervision and to use conflict resolution methods whenever
4 possible.

5 **Grievance Definition** - An issue raised by an employee regarding the interpretation and/or
6 application of the express written terms of this Agreement. A grievance, to be timely, must be
7 presented in writing to the employee's supervisor within ten (10) workdays of the occurrence or the
8 employee's knowledge of the event. The grievance must contain a description of the event, when the
9 event took place and/or when the employee had knowledge of the event, the Articles allegedly
10 violated, and the remedy sought.

11 **Step 1** - The Division Director or designee shall have fifteen (15) workdays from the receipt
12 of the grievance to address the issue with the employee. The Division Director shall respond to the
13 grievance in writing within fifteen (15) workdays following the meeting with the employee.

14 **Step 2** - If the grievance is not resolved, it may be referred in writing within ten (10) workdays
15 following the date of the Division Director's decision to the Department Director /designee. If the
16 grievance is not pursued to the Department Director /designee within the ten (10) workdays, it shall
17 be presumed resolved.

18 **Step 3** - If the grievance is not resolved in Steps 1 or 2, the grievance may be submitted to
19 arbitration within twenty (20) working days of the date of response provided in Step 2 (or the date by
20 which such decision is due, if no decision is issued). Failure to seek arbitration within 20 days will
21 result in the dismissal of the grievance.

22 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
23 Step 2, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that the
24 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
25 seven arbitrators furnished by the Federal Mediation and Conciliation Service, whichever source is
26 mutually acceptable. The arbitrator will be selected from the list by both the County representative
27 and the Union, each alternately striking a name from the list until only one name remains. The party
28 to strike first shall be determined by a coin toss. The arbitrator under voluntary labor arbitration

1 rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator
2 shall be final and binding on both parties.

3 No matter may be arbitrated which the County, by law, has no authority over, nor authority to
4 change, or has been delegated to any civil service commission or personnel board as defined in RCW
5 41.56.

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

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

13 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.
14 The parties may utilize mediation upon mutual agreement at any step of the grievance process.

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1 **ARTICLE 12: SENIORITY AND JOB SECURITY**

2 With respect to layoff and recall of employees, the Employer will layoff by inverse seniority
3 and recall in order of seniority with the job classification affected, provided that the employee in
4 question has the specific qualifications and demonstrated abilities to perform the work at issue.
5 Management and the union recognize that the nature of work performed by members of this
6 bargaining unit is typically very specific to the position and not easily transferable even within
7 classifications, so it is unlikely that bumping or recall procedures would apply.

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1 **ARTICLE 13: WORK OUTSIDE OF CLASSIFICATION**

2 An employee who is temporarily assigned in writing by his/her supervisor to perform the work
3 of a higher-paying classification shall be paid the first step of the pay range of the existing higher-
4 level job classification or to a pay step in the existing higher classification that provides an increase of
5 approximately five percent (5%) above the former rate of pay, whichever is greater. Compensation
6 for performing the work of a higher-paying classification may not exceed the top step of the new
7 range unless the employee was receiving above Step 10 merit pay. In those instances, the pay may
8 exceed the maximum of the new pay range by not more than five percent as long as the merit pay
9 remains in effect. This provision is to be implemented consistent with County policy for special duty
10 pay.

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1 **ARTICLE 14: MISCELLANEOUS AND SPECIAL CONDITIONS**

2 **14.1 Special Pay**

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

6 **B. Certification Pay** - Employees with the following certifications will receive the
7 corresponding amount monthly, up to a maximum of \$200 per month, provided that the certification
8 is directly applicable to their position. Employees must provide at least bi-annual documentation of a
9 certification to receive compensation, or annually if certification requires annual renewal.

10 Membership in an organization does not qualify an employee for compensation. This
11 provision is retroactive to May 13, 2008.

12	WA State registered Professional Engineer:	\$100
13	State of WA DOE Wastewater Group IV Certification:	\$50
14	Project Management Professional:	\$50
15	CMI Construction Manager:	\$50
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17 **C. One Time Lump Sum Payment:** All employees in the bargaining unit will
18 receive a one-time lump sum payment of two-thousand dollars (\$2,000.00), which amount, if elected
19 by the bargaining unit will be directed towards the retroactive pension contributions, if any, to the
20 Western Conference of Teamsters Pension Trust.

21 **14.2 Vehicle Usage Reimbursement** - Employees who are required and are authorized to use
22 their own vehicles on the Employer's business shall be reimbursed at the Internal Revenue Service
23 rate in effect at the time of use.

24 **14.3 Personnel Files** - The employee or his/her representative (if the employee so authorizes
25 in writing) may examine the employee's personnel file. Employees may request that a document be
26 removed from their personnel file in accordance with established division procedures and HR policy.

27 **14.4 Performance Evaluation/Development Review** - The Employer shall maintain a
28 system of employee performance evaluations/development reviews designed to give a fair evaluation

1 of the work performed by the employee and to guide the professional development of the employee to
2 meet business and individual needs.

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

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

8 **14.5 Legal Counsel** - Employees named as a defendant in a civil action arising out of the
9 performance of the employee's duties shall be provided legal representation and indemnification in
10 accordance with the provisions of King County Code §§ 4.13.010 and 4.13.020.

11 **14.6 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state
12 and county regulations and ordinances with regard to the drug free workplace. When available, a
13 second supervisor will observe the behavior that warrants a reasonable suspicion test and will
14 complete related forms in accordance with the County's Drug and Alcohol Policy.

15 **14.7 Equal Employment Opportunity** - The County or the Union shall not unlawfully
16 discriminate in employment on the basis of race, color, religion, national origin, age, creed, marital
17 status, sex, sexual orientation or on the presence of a sensory, mental or physical disability.

18 **14.8 Training** - Compensation for time in training and costs of training, such as tuition, for
19 career enhancement shall be granted in accordance with the WTD training policy.

20 **14.9. Gain-Sharing.** Employees in this bargaining unit are not eligible for the Division's
21 gain sharing program. Upon implementation of the agreement, any gain-sharing payments to
22 employees in the unit will cease.

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1 **ARTICLE 15: SAVINGS CLAUSE**

2 Should any section of this Agreement or any addenda thereto be held invalid by operation of
3 law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any
4 provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be
5 affected thereby. In the event the Employer and the Union are unable to mutually agree upon
6 language to replace that held invalid by law or tribunal, the parties agree to resolve their disagreement
7 through the mediation and arbitration steps of the Dispute Resolution Procedures (Article 11).

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

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1 **ARTICLE 16: WAIVER AND COMPLETE AGREEMENT**

2 **Waiver.**

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

6 B. The parties acknowledge that during the negotiations which resulted in this
7 Agreement, each had the unlimited right and opportunity to make demands and proposals with
8 respect to any subject or matter appropriate for collective bargaining, and that the understanding and
9 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
10 Agreement. Therefore, the County and Teamsters, for the life of this Agreement, each voluntarily and
11 unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain
12 collectively with respect to any subject or matter, even though such subjects or matters may not have
13 been within the knowledge of contemplation of either or both of the parties at the time that they
14 negotiated or signed this Agreement.

15 **Modification.** Should the parties agree to amend or supplement the terms of this Agreement,
16 such amendments or supplements shall be in writing. No binding agreements, including but not
17 limited to memorandums of understanding, side letters, etc., involving the day-to-day administration
18 of the collective bargaining agreement or the bargaining relationships will be entered into with the
19 bargaining representative without the authorization of the King County Labor Relations Manager or
20 his/her designee.

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1 **ARTICLE 17: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

2 **17.1 Back payments:** Upon implementation of payments by the County to the Western
3 Conference of Teamsters Pension Trust Fund, retro and lump sum payments to Employees as
4 described in Article 17 shall be applied by the County to back Pension payments. All back payments
5 will be remitted to the Western Conference of Teamsters Pension Trust Fund. Back payments will be
6 calculated from January 1, 2009 for each compensable hour.

7 **17.2 Contribution:** The County shall pay \$2.00 (two dollars) to the Western Conference of
8 Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for
9 which compensation was paid, commencing effective as of January 1, 2009, said amounts to be
10 computed monthly, provided that the maximum contribution shall be limited to 2,080 (two thousand
11 eighty) hours per calendar year. The County will comply with the Uniformed Services Employment
12 and Re-employment Rights Act (USERRA) of 1994 in defining eligibility and establishing
13 contribution rates for employees who are eligible for pension contributions while absent from
14 employment because of active military service.

15 **17.3 Wage Reduction:** All bargaining unit employees shall have their wage rate reduced by
16 the amount of the County's contribution on the employee's behalf pursuant to Section 17.1, above.

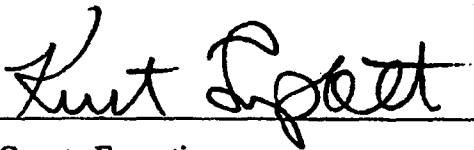
17 **17.4 Payments and Trust Rules:** The total amount due for each calendar month shall be
18 remitted in a lump sum not later than ten (10) business days after the close of the pay period that
19 includes the last business day of the month. The County agrees to abide by the rules established by
20 the Trustees of said Trust Fund to facilitate the accurate determination of hours for which
21 contributions are due, prompt and orderly collection, and accurate reporting and recording of amounts
22 paid.

1 **ARTICLE 18: DURATION**


2 The provisions of this Agreement shall become effective when ratified by the parties, and
3 covers the period from May 13, 2008 through June 30, 2010.

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APPROVED this 13th day of October, 2009.

By: 
King County Executive

Teamsters Local Union No. 117, IBT


Tracey A. Thompson
Secretary-Treasurer

cba Code: 159

ADDENDUM A

Teamsters Local 117

**Wastewater Treatment Division, Managers and Assistant Managers
Department of Natural Resources and Parks**

Union Code: F9

Job Class Code	PeopleSoft Job Class Code	MSA Job Class Code	Classification Title	Range*	Salary Table
7111600	712901	8129	Capital Improvement Program Section Manager	75	F9
7111501	715701	8944	Environmental Programs Section Manager	75	F9
1077100	211501	8133	Finance and Administrative Services Manager	74	F9
7111700	714901	8123	Operations Manager - Assistant	72	F9
7151100	719101	3121	Project Planning and Delivery Section Manager	79	F9
7151200	719201	3122	Project Resources Unit Manager	75	F9
7111400	712701	8131	Wastewater Plant Operations Manager	79	F9

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

Attachment B



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement		
Title:	International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks)		
Effective Date:	5/13/2008 – 6/30/2010		
Affected Agency and/or Agencies:	Department of Natural Resources & Parks		
Note Prepared by:	Matthew McCoy, Labor Analyst, DES	Phone: 205-8004	
Department Sign Off:	Lorraine Patterson, Assistant Division Director, Wastewater Treatment Division	Phone: 263-6184	
Note Reviewed by: Supplemental Required?	NO <input type="checkbox"/>	YES <input type="checkbox"/>	Shelley De Wys, Budget Analyst, WTD
			Phone: 263-9718

EXPENDITURES FROM:

Fund Title	Fund Code	Department	2008 Retro Pay	2009	2010
Wastewater	461	DNRP	\$ 69,128	\$ 102,850	\$ 87,812
TOTAL			\$ 69,128	\$ 102,850	\$ 87,812

EXPENDITURE BY CATEGORIES:

Expense Type	Dept Code	Department	2008 Base	2008 Retro Pay	2009	2010
Salaries		DNRP	\$ 1,622,119	\$ 61,175	\$ 91,017	\$ 77,710
OT			\$ 0	\$ 0	\$ 0	\$ 0
PERS & FICA			\$ 210,875	\$ 7,953	\$ 11,833	\$ 10,102
TOTAL			\$ 1,832,995	\$ 69,128	\$ 102,850	\$ 87,812

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period (s):** 5/13/2008 – 6/30/2010.
- Wage Adjustments & Effective Dates:**
 - Merit & COLA:** 4.88% in 2009 and 2.00% in 2010.
 - Other:** Range increases for 4 of 15 employees. Certification pay – estimated at \$50 per month/employee.
 - Retro/Lump Sum Payment:** \$2,000 per employee.
- Other Wage-Related Factors:**
 - Step Increase Movement:** Steps 3-5-7-9 eliminated from step structure.
 - PERS/FICA:** 13%
 - Overtime:**
- Other Cost Factors:** All employees moved to vacation benefit time package – one time option to convert sick leave to benefit time offered. Gain-sharing eliminated.

October 13, 2009

The Honorable Dow Constantine
Chair, King County Council
Room 1200
COURTHOUSE

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the International Brotherhood of Teamsters Local 117 (Wastewater Treatment Division, Section Managers and Assistant Managers) Collective Bargaining Agreement for the period of May 13, 2008, through June 30, 2010. This agreement covers 15 employees in the Department of Natural Resources and Parks.

This bargaining unit includes the senior and mid-level managers who are the organizational leaders responsible for the five sections of the Wastewater Treatment Division, and the Brightwater project. The five sections include East operations and maintenance (Renton, Vashon, Carnation and Brightwater Treatment Plants) and West operations and maintenance (West Point Treatment Plant), resource recovery, finance and administration, project planning and delivery, and environmental and community services.

Employees in this bargaining unit are responsible for accomplishing the division's mission to protect public health and the environment by: conveying, treating and reclaiming wastewater and by-products; operating and maintaining wastewater facilities; planning to meet future wastewater needs; and, providing engineering, environmental and construction services for our facilities and programs. In addition, employees in this bargaining unit are responsible for the supervision, either directly or through subordinate supervisors, of the approximately 600 employees of the division. The managerial leadership of these employees is responsible for providing water treatment services to 17 cities, 17 local sewer districts and more than 1.4 million residents in King, Snohomish and Pierce counties.

This bargaining unit is newly formed and this is the first contract with this group. This agreement establishes the terms and conditions of employment for these employees. The wage

The Honorable Dow Constantine

October 13, 2009

Page 2

settlement for 2008 includes market based range increases for Project Planning and Delivery Managers, Operations Managers, and Finance Managers, all retroactive to May 13, 2008. There is a wage reopener for Assistant Operations Managers upon completion of a reclassification process. The cost-of-living increases for 2009 and 2010 follow the standard county settlement agreed to with other labor organizations. Those increases are based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

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

If you have questions, please contact James J. Johnson, Interim Labor Relations Manager, at 206-296-8556, at your convenience.

Sincerely,

Kurt Triplett
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Interim Chief of Staff
Anne Noris, Clerk of the Council
Frank Abe, Communications Director
Beth Goldberg, Deputy Director, Office of Management and Budget
Bob Cowan, Acting County Administrative Officer, Department of Executive Services (DES)
Anita Whitfield, Director, Human Resources Division (HRD), DES
Michael Frawley, Deputy Director, HRD, DES
James J. Johnson, Interim Labor Relations Manager, HRD, DES