



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**November 14, 2006**

**Ordinance 15641**

**Proposed No.** 2006-0552.1

**Sponsors** Gossett and Phillips

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

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11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The collective bargaining agreement and one memorandum of  
13 agreement negotiated between King County and International Brotherhood of Teamsters  
14 Local 117 (Wastewater Treatment Division, Supervisors) representing employees in the  
15 department of natural resources and parks, wastewater treatment division and attached  
16 hereto is hereby approved and adopted by this reference made a part hereof.

17            SECTION 2. Terms and conditions of said agreement shall be effective from  
18 November 1, 2005, through and including October 31, 2008.

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Ordinance 15641 was introduced on 11/6/2006 and passed by the Metropolitan King County Council on 11/13/2006, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Gossett, Ms. Hague, Mr. Constantine and Ms. Patterson  
No: 0  
Excused: 0

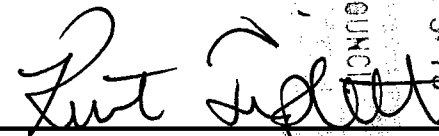
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Larry Phillips, Chair

ATTEST:

  
\_\_\_\_\_  
Anne Noris, Clerk of the Council

APPROVED this 16<sup>th</sup> day of November, 2006.

  
\_\_\_\_\_  
Ron Sims, County Executive

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KING COUNTY COUNCIL

- Attachments**
- A. Agreement Between King County and International Brotherhood of Teamsters Local 117 Representing the Supervisory Bargaining Unit in Wastewater Treatment Division King County Department of Natural Resources and Parks, B. Appendix A International Brotherhood of Teamsters Local 117 Wastewater Treatment Division Department of Natural Resources Parks Supervisors Unit, C. Memorandum of Agreement Between King County and International Brotherhood of Teamsters Local 117 Wastewater Treatment Division, Supervisors, D. Exhibit A Memorandum of Agreement Between King County and International Brotherhood of Teamsters, Local 117 Representing the Supervisory Bargaining Unit in Wastewater Treatment Division King County Department of Natural Resources and Parks

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

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1 **DEFINITIONS**

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

4 **Classification** - A position or group of positions, established pursuant to KCC chapter 3.12, that are  
5 sufficiently similar in their duties, responsibilities, and authority that the same descriptive title may be  
6 used to designate each position allocated to the class.

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

9 **FLSA Exempt Employee** - An individual who is designated by the Human Resources Division  
10 Director of the Department of Executive Services as being employed in a bona fide executive,  
11 administrative or professional capacity as defined by the Fair Labor Standards Act (FLSA), and who  
12 is therefore exempt from FLSA overtime pay requirements.

13 **Full-time Employee** - an employee normally scheduled to work forty (40) hours per week or one who  
14 works an alternative work schedule recognized as equivalent status to a forty (40) hour week.

15 **Hourly Employee** - An employee who occupies a position that is covered by the FLSA overtime  
16 requirements (also referred to as non-exempt employee).

17 **Opening** - a vacancy the employer has determined should be filled.

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

19 **Regular Employee** - an employee in a budgeted FTE position.

20 **Special Duty Assignment** - a temporary appointment to perform work different from that normally  
21 performed.

22 **Temporary Employee** - an employee hired to fill a special project position of limited duration or to  
23 provide short-term replacement staffing for regular employees absent from their positions for reasons  
24 such as leave of absence (including term-limited temporary employee as defined in the King County  
25 Code).

26 **Transfer** - movement of an employee from one position and/or job assignment to another within the  
27 same classification.

28 **Vacancy** - an unfilled position resulting from retirement, termination, promotion, demotion, or the

1 creation of a new position.

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1 **PREAMBLE**

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

4 This document establishes a framework within which the Employer and the Union can  
5 achieve our joint mission to efficiently and effectively operate and maintain the public's wastewater  
6 treatment system while providing a high quality work environment. Both parties agree that this  
7 agreement promotes and provides the flexibility and openness needed to further the goals of  
8 improving the work environment, promoting safety and wellness, and productivity initiatives.

9 This Agreement was written through a collaborative process that allowed the Employer and  
10 the Union to communicate openly to produce a contract while building positive, ongoing  
11 relationships. The Agreement was developed to accomplish the following goals:

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

**ARTICLE 1: JOINT LABOR/MANAGEMENT COMMITTEE (WTD JLMC)**

The Union will participate in the Wastewater Treatment Division Joint Labor/Management Committee (WTD JLMC).

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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 Appendix 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 Wastewater Treatment Facility operated by King  
11 County and to extend the terms of this Agreement to represented employees working in those  
12 facilities.

13 **2.2 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.

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



1 intent to seek the discharge of the employee. During this period the employee may bring the amount  
2 in arrears current to avoid discharge.

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

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

### 10 **2.3 Union Dues Deduction**

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

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

### 18 **2.4 Shop Stewards, Union Activities and Representation**

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

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

26 **C.** The Union shall be allowed use of bulletin board space to post Union notices.  
27 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and  
28 remove Union materials, and only materials originating from the Union office and bearing the Union

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

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

1 **ARTICLE 3: NON-DISCRIMINATION**

2           Neither the County nor the Union will discriminate against any individual with respect to  
3 compensation, terms, conditions, or privileges of employment because of race, color, creed, religion,  
4 national origin, age, ancestry, marital status, gender, sexual orientation, veteran status, or a sensory  
5 mental or physical disability, except as otherwise provided by law.

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

1 **ARTICLE 4: NO STRIKES OR LOCKOUTS**

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

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1 **ARTICLE 5: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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

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1 **ARTICLE 6: PRODUCTIVITY INITIATIVE**

2 The management of King County Department of Natural Resources and Parks Wastewater  
3 Treatment Division, the Union, and Service Employees International Union Local 925, agree to  
4 engage in a competitiveness and productivity initiative for the benefit of the employees of the  
5 division, and the ratepayers of King County, our “customers”. Recognizing the inevitability of  
6 change, the parties to this agreement intend to work together to manage that change to their mutual  
7 benefit. There is significant pressure from outside vendors who wish to operate the utility for their  
8 profit, and, should such a proposal ever be accepted by county government, the result would not be in  
9 the best interest of county employees, nor consequently our customers. We believe the partnership  
10 we are employing will continue to provide our customers with the best and most efficient, state of the  
11 art wastewater treatment utility in the country, while securing excellent family wage jobs and  
12 rewarding careers for the employees of the division.

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

14 1. There will be no involuntary layoffs during the period the productivity pilot program is in  
15 effect between Wastewater Treatment Division of Department of Natural Resources and Parks and  
16 King County government. Any reductions in force necessary to help meet productivity goals will be  
17 accomplished through attrition.

18 2. This agreement acknowledges the partnership among the management of King County  
19 Department of Natural Resources and Parks Wastewater Treatment Division, the Union, and Service  
20 Employees International Union Local 925 to manage the change process as the productivity pilot  
21 program is implemented, and on a continual basis thereafter.

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

1 **ARTICLE 7: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**

2 **7.1 General**

3 Employees covered by this Agreement may be either full-time or part-time. The Employer  
4 shall staff positions as full-time where possible, recognizing that legitimate work requirements or  
5 employee needs may require the use of part-time or temporary employees.

6 **7.2 Probationary Period**

7 The first six (6) months of regular employment shall be a probationary period for all  
8 employees. During this period an employee may be terminated or have their probationary period  
9 extended without recourse to the Dispute Resolution Procedure. If the probation period is to be  
10 extended, written notice of the extension must be given to the employee and the Union and should be  
11 provided prior to the end of the probationary period. A copy of the notice of extension will be  
12 forwarded to the Director of the King County Human Resources Division. Extension of the  
13 probationary period shall not be subject to the Dispute Resolution Procedure.

14 **7.3 Trial Service Period**

15 All employees promoted or transferred to a different classification within the bargaining unit  
16 shall serve a six (6) month trial service period. An employee who does not successfully complete the  
17 probationary period in a position to which he or she had been promoted or transferred may be restored  
18 to his or her former position. Such restoration is not mandatory, but is optional at the discretion of  
19 the former appointing authority within the limits of available authorized positions.

1 **ARTICLE 8: PERSONNEL ACTIONS**

2 **8.1 Job Posting**

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

6 **8.2 Non-competitive appointments for internal candidates**

7 Regular positions or special project assignments may be filled on an acting or temporary basis  
8 for no more than six months without competition. The Section Manager, after consulting with the  
9 supervisor of the affected business team, may approve an extension of up to six additional months.  
10 Management will notify the Union of non-competitive appointments and extensions.

11 If management determines that a non-competitive appointment will become a continuing  
12 assignment of a regular career-service position, or a temporary special duty assignment is expected to  
13 last more than six months, the position will be posted for a minimum of 14 days and filled as a  
14 competitive appointment.

15 **8.3 Competitive appointments**

16 For all competitive appointments to positions in the Local 117 bargaining units, selection  
17 criteria will be established in advance by the appointing authority. A panel that includes at least one  
18 Local 117 representative will interview and evaluate candidates, and make recommendations to the  
19 appointing authority. The same selection criteria shall apply to external and internal candidates.

20 All openings of regular bargaining unit positions, and special assignments or temporary  
21 appointments performing bargaining unit work that are expected to last six months or longer, will be  
22 filled by the competitive appointment process:

23 **8.3.1 Internal candidates:** Internal candidates refers to employees covered by the Professional  
24 & Technical and Administrative Support and the Supervisors Agreements in the Wastewater  
25 Treatment Division. Employees from outside of such bargaining units, filling a Local 117 position on  
26 an acting basis, are not internal candidates for the purpose of this Article. Openings to be filled by a  
27 competitive appointment process shall be posted for internal candidates first, for a minimum of 14  
28 days. The selection panel will first consider applications from members of the bargaining unit, who



1 are in the same job classification of the open position who wish to be considered as transfer  
2 candidates. If there are no transfer candidates, the position will be advertised to members of the  
3 bargaining unit.

4 **8.3.2 External candidates:** If no qualified internal candidate is selected by the appointing  
5 authority, the position may be posted for applications from employees not covered by this Agreement.

#### 6 **8.4 Transfer Procedures – Operating Supervisors**

7 When openings occur in the operating Supervisors' classification, a bid process (defined  
8 below) will be established within the classification and affected area (East only or West only). This  
9 process will take place when more than one individual within an area has the same classification.  
10 The bid procedure will take place as needed, but at least every five years, beginning April 9, 1999,  
11 unless waived by mutual agreement, to ensure that employees have an opportunity for movement. If  
12 openings exist after this bid process is complete, the procedures for competitive or non-competitive  
13 appointments will be followed.

14 **Bid Process:** When management intends to fill a vacant position within the Supervisor  
15 bargaining unit, such positions will be posted for bidding by seniority within classification and area.  
16 Management and Local 117 representatives must agree to any position to be excluded from the  
17 bidding procedure for legitimate business considerations. The bidding sheet will be posted for twelve  
18 days. Failure to bid within this time frame signifies that the employee is giving up the right to bid for  
19 the position.

#### 20 **8.5 Layoffs**

21 In the event of a need for a reduction in force, the Employer will meet with the Union as far in  
22 advance as possible, a minimum of six weeks, to identify the reasons requiring the reduction and the  
23 number and classifications of employees affected.

24 The Employer commits to provide training to affected regular employees that allows those  
25 employees to compete for other available jobs. The Employer and the Union agree that these affected  
26 employees shall be given preference for non-promotional job openings within the bargaining unit for  
27 which they meet the minimum qualifications. If layoffs are required, the least senior employee(s) in  
28 the affected classification shall be laid off provided that those employees remaining on the job are

1 qualified to perform the work assigned.

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

3 Employees subject to layoff shall be allowed to exercise seniority rights as defined in Article  
4 9.1 to displace the least senior employee in another bargaining unit classification, provided he/she has  
5 completed a probationary period in the other classification, and has more seniority than the least  
6 senior employee in the classification.

7 **8.6 Outplacement**

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

10 **8.7 Recall**

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

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

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

1 **ARTICLE 9: SENIORITY**

2 All regular employees shall accrue seniority from the date of hire. All temporary employees  
3 subsequently hired into a regular position without a break in service and who complete the  
4 probationary period shall be credited with seniority retroactive to date of hire as a temporary  
5 employee.

6 9.1 Seniority shall be defined as the length of continuous service with the Employer (i.e.,  
7 King County), including time served under the former Metro, for purposes of layoff and recall.

8 9.2 Seniority shall be defined as the length of continuous service within classification for  
9 purposes of transfers and all other purposes.

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1 **ARTICLE 10: DISCIPLINARY ACTION**

2 No employee who has completed the probationary period shall be disciplined except for just  
3 cause. The Employer and the Union agree with the principle of progressive discipline, which may  
4 include oral reprimands, written reprimands, suspension and discharge, or alternative forms of  
5 discipline as supported by just cause.

6 All discipline of employees who have completed the probationary period shall be subject to  
7 the Dispute Resolution Procedure in Article 12.

1 **ARTICLE 11: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT**

2 **PLAN**

3 11.1 Each Employee will receive an annual performance evaluation between September 15th  
4 and October 15th of each year.

5 11.2 When an Employee's supervisor believes the Employee's performance is unsatisfactory,  
6 the supervisor will document the specific performance deficiencies with a written performance  
7 appraisal. This Employee may request that this performance appraisal be reviewed by the next higher  
8 level of supervision.

9 11.3 Upon receipt of an unsatisfactory performance appraisal and, if requested, the  
10 completion of a higher level review which confirms the unsatisfactory performance appraisal, the  
11 Employee will be placed on a Performance Improvement Plan. The Performance Improvement Plan  
12 will be reviewed by WTD Human Resources and will include the following:

- 13 • Opportunity for the employee to be involved in the development of the Performance  
14 Improvement Plan
- 15 • Description of the Employee's specific performance deficiencies
- 16 • Specific performance objectives
- 17 • Listing of resources available to the Employee, as appropriate
- 18 • Specified duration (up to 12 months) that provides sufficient time for the employee  
19 to make the required improvements
- 20 • Regular review of the employee's performance with written evaluation to the  
21 Employee indicating his/her progress in meeting the specific performance objectives.

22 11.4 The act of placing an Employee on a Performance Improvement Plan is not a grievable  
23 action.

24 11.5 While on a Performance Improvement Plan, an Employee will not receive any scheduled  
25 salary step increase. If the Employee successfully completes the Performance Improvement Plan, the  
26 Employee will then receive the delayed salary step increase. The employee will not be paid  
27 retroactive step increase for the period the step increase was delayed. Delayed receipt of a salary step  
28 increase will not impact future scheduled salary step increases.

1           **11.6** When an Employee is unable to satisfactorily perform the specific performance  
2 objectives of his/her Performance Improvement Plan, the supervisor may extend the period of the  
3 Performance Improvement Plan (but not to exceed the 12 month maximum) if the supervisor  
4 determines that the Employee may be able to make the required improvements if given more time.

5           **11.7** An Employee who is unable to satisfactorily perform the specific performance  
6 objectives of his/her Performance Improvement Plan will be subject to demotion or discharge from  
7 employment. Demotions or discharges resulting from a failure to satisfactorily complete a  
8 Performance Improvement Plan will be subject to the grievance and arbitration process in Article 12.  
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1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

2 **12.1 Grievance/Arbitration/Mediation**

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

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

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

13 **A. Definitions.**

14 Grievance – A claimed violation of any provision of this Agreement. Complaints of  
15 discrimination shall be subject to this dispute resolution procedure, but shall not be subject to  
16 arbitration.

17 Working Days – Monday through Friday, excluding holidays observed by King  
18 County.

19 **B. Procedure.**

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

28 **Step 2.** If after thorough discussion with the Section Manager or designee, the

1 grievance has not been satisfactorily resolved, the employee or his/her representative may submit the  
2 grievance in writing to the Division Manager or designee. The grievance statement must include a  
3 brief description of the events that are the basis of the grievance, the provisions of this Agreement  
4 that the employee believes have been violated, and the requested remedy. All letters, memoranda and  
5 other written materials previously considered at Step 1 shall be made available for the review and  
6 consideration of the Division Manager or designee. He/she may interview the employee and/or  
7 his/her representative and receive any additional related evidence which he/she may deem pertinent to  
8 the grievance. He/she shall make his/her written decision available within twenty (20) working days  
9 of receipt of the grievance; copies will be provided to the employee, the Union representative, the  
10 employee's Section Manager or designee, WTD Human Resources, and the Labor Relations  
11 Manager, Human Resources Division of the Department of Executive Services. If the Division  
12 Manager or designee does not issue a written decision within twenty (20) working days of having  
13 received the grievance, the grievance may be advanced to the next level. If the grievance is not  
14 pursued to the next higher level within twenty (20) working days of the issuance of the Step 2  
15 decision (or the date by which such decision is due, if no decision is issued), it shall be presumed  
16 resolved.

17 **Step 3.** If the decision of the Division Manager or designee does not resolve the  
18 grievance, the grievance may be submitted to arbitration within twenty (20) working days of the date  
19 of response provided in Step 2 (or the date by which such decision is due, if no decision is issued). If  
20 Arbitration has been timely requested, the parties may with mutual consent attempt Grievance  
21 Mediation. The process will use a mutually acceptable mediator and conclude within thirty (30)  
22 working days after the mutual request.

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



1 list until only one name remains. The party to strike first shall be determined by a coin toss. The  
2 arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision  
3 promptly and the decision of the arbitrator shall be final and binding on both parties.

4 No matter may be arbitrated which the County, by law, has no authority over, nor authority to  
5 change, or has been delegated to any civil service commission or personnel board as defined in RCW  
6 41.56.

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

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

14 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

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

## 16 **12.2 Alternate Dispute Resolution Procedures**

17 After a grievance is initially filed, the following Alternative Dispute Resolution (ADR)  
18 process may be followed, with mutual consent. This process will not exceed twenty (20) working  
19 days unless extended by mutual agreement:

20 A. A meeting will be arranged by the Union representative and Employer  
21 representative (or their designees) to attempt to resolve the matter.

22 B.

23 (1) The meeting will include a mediator and the affected parties (including  
24 King County HRD Labor Negotiator).

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

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

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

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

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

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

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