AGREEMENT BETWEEN
KING COUNTY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
WASTEWATER TREATMENT DIVISION
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DEFINITIONS

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

Classification - A position, whose duties, responsibilities, and authority are allocated to a single descriptive title.

Classification Family - Those classifications within job progression through which employees can move by meeting the requirements of the Job Progression Program.

Examples:

Wastewater Treatment Operator In Training Wastewater Treatment Operator Wastewater Treatment Senior Operator	} Classification Family
Industrial Maintenance Mechanic Industrial Master Mechanic	} Classification Family

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

"Full-time Employee" - An employee in a regular position which has an established work schedule of not less than forty (40) hours per week.

"Full-time regular position" means a regular position that has an established work schedule of not less than thirty-five hours per week in those work units in which a thirty-five hour week is standard, or of not less than forty hours per week in those work units in which a forty-hour week is standard.

"Part-time employee" means an employee employed in a part-time position. Under Section 550 of the charter, part-time employees are not members of the career service.

"Part-time position" means an other than a regular position in which the part-time employee is employed less than half time, that is less than nine hundred ten hours in a calendar year in a work unit in which a thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this chapter. Where the standard work week falls between thirty-five and forty hours, the manager, in

consultation with the department, is responsible for determining what hour threshold will apply. Part-time position excludes administrative intern.

"Part-time regular employee" means an employee employed in a part-time regular position and, for part-time career service positions, is not serving a probationary period. Under Section 550 of the charter, such part-time regular employees are members of the career service.

"Part-time regular position" means a regular position in which the part-time regular employee is employed for at least nine hundred ten hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour work week is standard or for at least one thousand forty hours but less than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five and forty hours, the manager, in consultation with the department, is responsible for determining what hour threshold will apply.

"Temporary employee" means an employee employed in a temporary position and in addition, includes an employee serving a probationary period or is under provisional appointment. Under Section 550 of the charter, temporary employees shall not be members of the career service.

"Temporary position" means a position that is not a regular position as defined in this chapter and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this chapter and short-term (normally less than six months) temporary positions in which a temporary employee works less than nine hundred ten hours in a calendar year in a work unit in which a thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a work unit in which a forty hour work week is standard, except as provided elsewhere in this chapter. Where the standard work week falls between thirty-five and forty hours, the manager, in consultation with the department, is responsible for determining what hour threshold will apply.

"Term-limited temporary employee" means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited temporary positions longer than three years beyond the date of hire, except that for grant-funded projects capital improvement projects and information systems technology projects the maximum period may be extended up to five years upon approval of the manager. The manager shall maintain a current list of

all term-limited temporary employees by department.

"Term-limited temporary position" means a temporary position with work related to a specific grant, capital improvement project, information systems technology project or other nonroutine, substantial body of work, for a period greater than six months. In determining whether a body of work is appropriate for a term-limited temporary position, the appointing authority will consider the following:

1. Grant-funded projects: These positions will involve projects or activities that are funded by special grants for a specific time or activity. These grants are not regularly available to or their receipt predictable by the county;

2. Information systems technology projects: These positions will be needed to plan and implement new information systems projects for the county. Term-limited temporary positions may not be used for ongoing maintenance of systems that have been implemented;

3. Capital improvement projects: These positions will involve the management of major capital improvement projects. Term-limited temporary positions may not be used for ongoing management of buildings or facilities once they have been built;

4. Miscellaneous projects: Other significant and substantial bodies of work may be appropriate for term-limited temporary positions. These bodies of work must be either nonroutine projects for the department or related to the initiation or cessation of a county function, project or department;

5. Seasonal positions: These are positions with work for more than six consecutive months, half-time or more, with total hours of at least nine hundred ten in a calendar year in a work unit in which a thirty-five hour work week is standard or at least one thousand forty hours in a calendar year in a work unit in which a forty hour work week is standard, that due to the nature of the work have predictable periods of inactivity exceeding one month. Where the standard work week falls between thirty-five and forty hours, the manager, in consultation with the department, is responsible for determining what hour threshold will apply; and

6. Temporary placement in regular positions: These are positions used to back fill regular positions for six months or more due to a career service employee's absence such as extended leave

or assignment on any of the foregoing time-limited projects.

All appointments to term-limited temporary positions will be made by the appointing authority in consultation with the manager before the appointment of term-limited temporary employees.

Job Progression - a reclassification system that provides employees the opportunity to advance from one level in a classification family to the next higher levels of the classification family based upon the employee's meeting specific criteria that demonstrates that the employee possesses the knowledge, skills and abilities to perform the full scope of duties required at the higher level. Job progression does not require job openings to enable the employee to advance. The Employer and the Union agree that job progression supports the Wastewater Treatment Division's future workforce needs and is consistent with King County's workforce management philosophy of providing County employees with internal advancement opportunities.

Opening - a vacancy the Employer has determined should be filled.

Pager - one that pages; esp., beeper

Salaried Employee - defined by the state Minimum Wage Act (MWA) and the Fair Labor Standards Act (FLSA) and is exempt from the overtime requirements of the FLSA and MWA and is expected to work the hours necessary to satisfactorily perform his/her job.

Transfer - movement between business teams.

Vacancy - an unfilled position resulting from retirement, termination, promotion, demotion, or the creation of a new position.

PREAMBLE

This Agreement is the result of collaborative bargaining process that reflects the relationship between King County (the Employer) and the Service Employees International Union, Local 925 (the Union). This relationship is a partnership based on mutual interests, respect, and trust.

This Agreement establishes a framework within which the Employer and the Union can achieve our joint mission to efficiently and effectively operate and maintain the public's wastewater treatment system while providing a high quality work environment.

The Employer and the Union recognize that the workplace is in a period of growth and

change.

The Employer and the Union also agree that change in the workplace is an evolutionary process, which requires the commitment of both parties over time. The Employer and the Union also recognize the mutual benefits of employing continuous tools and processes throughout the division. These tools and processes include employee generated ideas such as "Bright Ideas", the Executive's Initiatives such as "Lean" and "Three Percent Efficiency", the division's integration and implementation of the industry's best practices, and its business planning and performance measures. The Employer will continue to engage the union membership and its leadership to create an efficient and productive workplace.

In support of policies and practices that reflect our commitment to shared values, the Employer and the Union:

- Listen and respond to public/customer concerns
- Trust each other
- Respect all people
- Promote a diverse workforce
- Take responsible risks
- Communicate openly
- Actively participate in decisions that affect us
- Behave the way we say we do
- Give and get reliable, quality business information
- Improve our technical excellence and teamwork
- Foster a labor/management partnership based on mutual interests
- Have fun, enjoy humor, "Lighten Up"
- Encourage professional growth

This Agreement was negotiated using a collaborative process that allowed the Employer and the Union to communicate openly to produce a contract while building positive, ongoing relationships. This Agreement was developed to accomplish the following goals:

- Develop a compensation and benefit package that is the best in the wastewater treatment

industry, and which will attract and retain outstanding employees.

- Create an Agreement that generates gains in efficiency and effectiveness, is economically feasible, and is justifiable to the Council, the ratepayer, and the public.
- Write an Agreement that is clear and easily understood.
- Develop an Agreement consistent with a supportive, productive, challenging, high-quality work environment in which all employees are treated with dignity and respect and are valued for their individual and team contributions.
- Collaborate to produce an excellent Agreement while building an ongoing labor/management relationship based on open communications, mutual trust, and respect.
- Include a process in the Agreement by which mutually beneficial changes can take place.

ARTICLE 1: LABOR/MANAGEMENT COMMITTEE

1.1 Labor Management Committee

A. In this Agreement, the Employer and the Union set forth an approach for making ongoing changes and continuous improvements in the workplace through an ongoing labor/management process. Issues are to be discussed in an interest-based, collaborative manner and the Labor/Management Committee (LMC) will access the services of a mutually acceptable source of mediation services if consensus cannot be reached in a timely manner.

B. The Employer and the Union have established an ongoing process to identify each party's issues, which may result in the clarification or revisions of this Agreement and can address other matters, mutually agreed upon between the parties.

C. To accommodate this process, the role of the LMC is to deal jointly with areas of mutual interest, to move us towards our shared vision of a productive work place, and to oversee the tasks and/or committees called for in this Agreement.

D. The LMC will meet monthly. Its structure, responsibilities and procedures will be in accordance with its Charter, Appendix C, as amended.

1.2 The LMC may propose changes to the Agreement by Memorandum of Agreement (MOA), clarifications to the Agreement by Memorandum of Understanding (MOU), a policy, and/or procedures. Changes or clarifications to the Agreement, MOAs or MOUs are subject to the parties'

procedures for ratification, which may include the Union's publishing the agreements in draft form for twenty-five (25) days before the agreements are executed. The Employer and the Union agree to post MOAs, MOUs, the LMC Charter, handbooks, policies and/or procedures on an intranet site for employee reference.

1.3 Training

The LMC will sponsor joint training on changes made to this Agreement as a result of negotiations. Such training shall be delivered to managers, supervisors and stewards and will be considered work time.

ARTICLE 2: RECOGNITION AND BARGAINING UNIT

The Employer recognizes Service Employees International Union, Local 925, as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all full-time and part-time employees in current and future wastewater treatment facilities in classifications listed in the attached wage schedule marked Appendix A. Excluded are all supervisory and confidential employees, employees represented by other labor organizations, and interns.

ARTICLE 3: UNION SECURITY

3.1 Membership Dues and Fees

A. All regular and temporary employees covered by this Agreement shall, as a condition of employment, on or after the thirtieth day but not later than the sixtieth day following their date of employment, either (1) pay to the Union the regular monthly dues uniformly required of members, or (2) pay an amount established by the Union as agency fees not to exceed regular dues and fees uniformly required of members.

B. Failure by an employee to satisfy the above paragraph of this section shall constitute cause for dismissal provided the Union makes a written request for discharge, verifying that the employee received written notification of the delinquency and notification that non-payment within thirty (30) days will result in discharge by the Employer.

3.2 Religious Exemption

Nothing contained in this Article shall require an employee to join the Union who can

substantiate, in accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues to union organizations. Such employees shall pay an amount equivalent to regular union dues to a non-religious charitable organization mutually agreed upon by the employee and the Union to which such employee would otherwise pay the dues. The employee shall furnish written proof that such payment has been made. If the employee and the Union do not reach agreement on such matters, the Public Employment Relations Commission shall designate the charitable organization.

3.3 Dues Deduction Procedure

Regular monthly dues shall be deducted by the Employer from the employee's paycheck when authorized in writing by the employee. The deductions will be transferred to the Union monthly. The Union shall refund any amounts paid to it in error. The Union will indemnify, defend, and hold the Employer harmless against any claims made and any suit instituted against the Employer on account of the application of any provision of this Article. The Employer shall notify the Union of changes in employment status on a monthly basis.

3.4 COPE Payroll Deduction

The Employer shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of such bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union.

ARTICLE 4: NON-DISCRIMINATION

4.1 Non-discrimination

The Employer and the Union are committed to an equal employment opportunity policy that prohibits discrimination on the basis of the following:

- Race
- Gender (or identity/expression of such)
- Sexual orientation
- Disability (except as exempted by a bona fide occupational qualification)
- Color

- Age
- Religious affiliation
- Service in the Armed Forces of the United States
- National origin
- Marital status
- Political affiliation
- Creed
- Union activity

The Employer and the Union also commit to support equal employment opportunity to ensure a diverse work force.

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

4.2 Feedback to Complainants

An employee alleging a violation of this Article, will, upon their request, receive a written summary of the findings related to their complaint with 14 days of the conclusion of the investigation.

ARTICLE 5: STRIKES OR LOCKOUTS

5.1 No Strikes Or Lockouts

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

5.2 Safety Concerns Related To Picketing At A WTD Facility

In the event of picketing at a WTD Facility, Management and the Union will develop an approach for dealing with the safety concerns of the bargaining unit while ensuring plant operations. When possible, these discussions will take place in advance.

ARTICLE 6: MANAGEMENT RIGHTS AND RESPONSIBILITIES

6.1 Management Rights and Responsibilities

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

6.2 Payroll System

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

ARTICLE 7: PROBATIONARY AND TRIAL SERVICE PERIODS

7.1 General

Employees covered by this Agreement shall be classified as regular, or temporary and may be either full-time or part-time. The Employer shall staff positions as full-time regular employees where possible, recognizing that legitimate work requirements or employee needs may require the use of part-time or temporary employees. The rights and benefits for temporary employees shall be consistent with all applicable provisions of the King County Code and the King County Charter, except where provisions under this Agreement provides greater rights and benefits.

7.2 Probationary Period

The first nine (9) months of regular employment shall be a probationary period. During this period an employee may be terminated without recourse to Article 10, the Conflict Resolution and Grievance Procedure or any other right to appeal. The County maintains the exclusive right to extend or reduce the length of an employee's probationary period; however, the probationary period shall not exceed a maximum of twelve (12) months of actual service. The employee and the Union chapter president will be notified of such extension or reduction, including the duration of the extension or reduction, prior to the end of the initial probation period. The Union may inspect probationary performance appraisals upon request if written consent of the probationary employee is provided to the Employer. The Employer will copy the union chapter president on probationary performance appraisal electronic calendar notice reminders at regular intervals, no less than three per probationary

period.

7.3 Trial Service Period

All employees who have completed a probationary period and are promoted through job progression, competitive process or who transferred to a different classification within the bargaining unit shall serve a six (6) month trial service period during which they may be reverted back to their prior job classification and appropriate pay step for cause, subject to appeal through Article 10; the Conflict Resolution and Grievance Procedure.

ARTICLE 8: PERSONNEL ACTIONS

8.1 Job Postings

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

8.2 Acting Assignments

Regular positions may be filled on an acting or temporary basis for no more than six (6) months without a process that includes solicitation of interest among bargaining unit employees and selection based upon job-related criteria. In no case will a regular position be filled on an acting basis for more than one year without the mutual agreement of the Union and WTD.

8.3 Transfers

Bargaining unit employees who have been members of the bargaining unit for at least five years, and who have had no documented performance deficiencies within the preceding six months and have the requisite skills for the position, shall have the right to transfer to openings in their job classification family based on classification family seniority before openings are filled through a competitive process. However, management retains discretion to permit transfers of employees who do not meet the above criteria.

For the classification families of Operator (excluding OITs and Senior Operator in Charge), Mechanic, Electrician, and Instrument Tech, the above transfer provision shall be administered as follows: the first job opening in each classification family will be filled by transfer, then job openings will alternate between a regular competitive process and transfer thereafter, with a limit of 2

competitive processes per year per section per classification family.

Employees may express interest for transfer by submitting an on-line application in the current HR Staffing Application system during the posting process. Employees may also apply for competitive postings.

8.4 Competitive Positions

Regular and special project positions lasting longer than six (6) months will use a competitive selection process. All employees, including temporary employees, are eligible to apply for these positions. Except that employees who have been members of the bargaining unit for less than 5 years are not eligible to use the competitive process to apply for openings in their current job classification family, but would be eligible to compete for promotional positions. Employees who have attained career service status or are in a regular appointment, but serving a probationary period, have preference over candidates with temporary status. Probationary employees who are selected for another competitive position, will serve a six (6) month probationary period in their new position. If they do not successfully complete the probationary period in their new position, management will make a good faith effort to assist the employee in finding another position, but will not guarantee that the employee will be placed.

A. The Employer will post announcements of openings at all work-sites for a minimum of fourteen (14) calendar days. Selection criteria developed with participation by the affected business team will be established in advance of the recruitment. The announcement shall include the selection criteria to be used in that selection process as well as an indication of whether that recruitment process will include a list of candidates to fill vacancies that occur during the following six (6) months.

B. The end date for special project positions will be clearly stated in the posting.

C. If there is a qualified internal candidate to fill the opening, based upon the selection criteria for that specific position (as opposed to the more general qualifications listed in the classification specification for the position), the position will be filled internally.

D. Except for special project positions, if an opening occurs within six (6) months of the establishment of a list of qualified candidates, the Employer may select the most qualified

candidate(s) from the list.

8.4.1 Internal Candidates

Internal Candidates refers to all employees covered by this Agreement. Employees who have attained career service status or are in a regular appointment, but serving a probationary period, have preference over candidates with TLT or temporary status.

8.4.2 External Candidates

If no qualified internal candidate is selected by the appointing authority, the position may be posted for applications from candidates not covered by this Agreement, following the County's established hiring practices.

8.5 Selection Process

An interview panel, including representation from the Local 925 members on the business team, will consider all qualified candidates and make referrals of qualified candidates in writing to the hiring authority. Recommendations shall be based upon job-related criteria. If all candidates' qualifications are comparable, then WTD-wide seniority takes precedence.

8.6 Step Placement

Those promoted shall move to the lowest step on the wage scale of the new classification, which provides at least a one-step (approximately 5%) increase in pay over the employee's previous rate of pay.

Employees moving from a higher to lower salary range shall be placed at a step equivalent in pay rate, but, not to exceed the top step of the employee's new classification.

Exceptions will be made in cases where the employee is moving to a classification within a higher or equivalent classification family, or to a higher or equivalent classification. In this event, the employee shall be "Y" rated (frozen), if they are placed at a step that is lower than their previous base rate of pay. The "Y" rate shall continue for a period of two (2) years, or until the employee progresses to a step that meets or exceeds their "Y" rate, whichever is sooner. If, at the conclusion of the two (2) years, the employee is still "Y" rated, the employee's base rate shall be adjusted downward to the salary step commensurate with their experience based upon the step criteria.

Cost of Living Adjustments shall not be applied to the "Y" rate. At such time that the step

occupied by the "Y" rated employee meets or exceeds the employee's "Y" rate, the "Y" rating will end.

Employees will progress through steps at one (1) year intervals upon a standard performance appraisal rating (at least 3.0).

Employees serving a probationary period must complete their probationary period before advancing to any higher level classification through job progression, unless they advance through a competitive hiring process.

For purposes of this section, determinations as to whether a placement falls within a higher, lower or equivalent stand-alone classification or classification family will be based upon the top step of the new salary range in comparison with the top step of the old salary range.

8.6.1 Job Progression

Employees who are in a job progression classification may progress to the next higher classification level within the classification family provided they have successfully completed probation and meet the requirements for advancement. An employee who advances through job progression will be placed at a step in the higher classification salary range at the step which provides a one step increase over the employee's previous rate of pay.

8.7 Senior Operator-in-Charge

Senior Operator-in-Charge positions will be filled through a competitive recruitment process of all qualified Senior Operators. These positions may be designated as permanent or non-permanent, and such designation shall be made clear on the posting to fill the position. (No current SOIC positions/assignments will have their duration changed.) Non-permanent Senior Operator-in-Charge positions will be advertised every three years and allow for rotation of qualified employees to provide development opportunities. Senior Operator-in-Charge positions are not subject to the Seniority Bid Process.

8.8 Seniority Bid Process - Operators

Definition:

A seniority bid process for job assignments in the Operator Series shall occur every three (3) years within each Section. This process allows for movement between all Business Teams in the

Operator Series based on Section business needs and Classification Family Seniority.

Implementation:

- The Seniority Bid Procedure shall be completed by March 31, 2008 and will take place every three (3) years thereafter.
- Employees who filled a vacancy through a competitive process in the twenty-four (24) months prior to the bid process date of March 31 can request to be exempt from the process and remain in their current assignment. (This does not include employees who were hired, transferred or promoted from outside the Operator Classification Family within this twenty-four (24)-month time frame.)
- Senior Operator-In-Charge positions are exempt from this process.
- Vashon Island positions are exempt from this process.

Selection Committee:

The committee shall be comprised of the Section Manager, two (2) Management representatives, a representative of Local 925 and two (2) Shop Stewards. The objective is to have equal Union and Management representation in the decision making process. Decisions will be based on:

- Business needs identified by the Section Manager (by January 1 of the applicable year). Business needs shall include but not be limited to the number and purpose of business teams, the number of Operators assigned to each business team, the mix of skill level (as determined by certifications held and standing in job progression) needed for each business team. In addition, assignment to the rotating shift crews will include consideration of the employee's record of attendance.
- Employee classification family seniority. Seniority preference shall not be bypassed for other than identifiable business needs.
- Disciplinary record of the employee for the preceding six months.
- In the event the Selection Committee fails to reach consensus, the final decision shall be made by the Section Manager and is subject to the Grievance Procedure.

Bid Selection:

- All employees in the Operator Classification Family shall fill out a Bid Preference Form and submit it to the Selection Committee Facilitator and be given a receipt confirming a form was submitted.
- Bid Preference Forms which are partially filled out or not turned in by the deadline, shall be considered incomplete by the Selection Committee.
- Bid preferences will be considered by the Selection Committee in order of classification family seniority as defined in Article 9 of this Agreement.

Selection Committee Process:

The Selection Committee shall use the following process when determining job assignments:

- Review the classification family seniority roster generated by the employer and verified by the Union.
- Consider an employee's preferences as indicated on the Bid Preference Form completed by each employee (by the bid process date of January 15, 2005).
- Determine whether any incomplete forms have been submitted. Incomplete forms may result in the committee selecting the job assignment for that employee. Selections by the committee in these cases are not subject to the Grievance/Arbitration procedure.
- Confirm employee meets identified business needs.

  If multiple employees meet these criteria, they are placed in order of classification family seniority (Management has discretion to keep a disciplined employee in their current job assignment).
- At the conclusion of the process, the Section Manager will notify employees of the job assignments.

Seniority Bid Process Time Line:

- **By November 1**

  Section Manager selects the Facilitator for the Selection Committee.
- **By November 10, the Facilitator will:**

  Notify Operations employees of the upcoming process and distribute bid preference

forms to the employees.

Schedule the Management business team meeting.

Notify the Union Business Representative of the need to select committee members.

Notify the Section Manager of the need to select committee members.

- **Before January 1**

  Selection Committee is identified and the Seniority Bid Process meeting is scheduled.

  The Union is requested to verify a classification family seniority roster for each section.

  Section Manager identifies business needs.

- **Before January 15**

  Classification Family Seniority roster verification due from the Union.

  Bid Preference forms due from the employees.

  Facilitator will have current operations roster for the meeting.

- **Before January 24**

  Seniority Bid Selection meeting will occur and job assignments for employees in the Operator family classification will be determined.

- **Before January 31**

  Section Manager will notify employees of job assignments.

- **By March 31**

  Changes in job assignments will be completed.

8.9 Layoffs

In the event of a need for a reduction in force, the Employer will meet with the Union as far in advance as possible to identify the reasons requiring the reduction and the number and classifications and/or classification families of employees affected.

The Employer commits to provide training to affected regular employees that allows those employees to compete for other available jobs. The Employer and the Union agree that these affected employees shall be given preference for job openings within the bargaining unit for which they meet the minimum qualifications. If layoffs are required, the least senior employee(s) within the affected

classification(s) shall be laid off on the basis of classification-family seniority, provided that those employees remaining on the job are qualified to perform the work assigned.

Employees subject to layoff from one classification family shall be allowed to exercise their retained classification family seniority rights in that other classification family. In such cases, the employee will be assigned to the classification which s/he last occupied within the classification family. The employee will be placed at the step of the new salary range which is closest to the salary that the employee received before the bump. The rate of pay may not exceed the top step of the new salary range.

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

8.10 Recall

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

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

Employees failing to respond and return in a timely manner shall be considered as tendering their resignation from the Employer's employment.

8.11 Temporary Hardship Assignments

A. When an employee believes a hardship exists, s/he may contact his/her supervisor in writing, explaining the hardship, with his/her request, including estimated duration.

B. After receipt of the request, within fourteen (14) calendar days, the employee, supervisor, the designated Union representative, and the section manager will meet to discuss the request. The EAP coordinator will be used as a resource if necessary. All requests and discussions will remain confidential. After this meeting, the employee will be notified, in writing, within seven (7) calendar days of the decision. The section manager, supervisor and the designated Union representative will make the final decision.

C. Hardship assignments will be structured to assist the employee to move back into

full work schedule availability, with an agreement between the employee, the immediate supervisor and the designation Union representative on a plan to return to their regular assignment.

D. This Section does not pertain to circumstances relating to ADA (Americans with Disabilities Act), medical accommodations, FML (Family Medical Leave) or time off for circumstances covered under the State of Washington Family Care Act.

Intent Statement

The intent of this Section is to define a hardship, its duration, and the process by which a request for a temporary hardship assignment may be approved.

Local 925 and King County recognize that employees occasionally have personal circumstances that make it difficult for them to perform their current assignment. This Section is designed to provide time for the employees to resolve their hardship and return to their regular work schedules and job assignments.

Interpretation

A hardship is a situation of less than one (1) year duration that inhibits or makes it very difficult for an employee to fulfill current job responsibilities. Requests for a hardship assignment are to be considered temporary and the employee shall be available for all work schedules and job assignments when the hardship ends.

There are no specific criteria for granting hardship assignments. Approval is based on the specific circumstances of each request as determined by the supervisor, section manager, and the designated Union representative. The following factors are recommended for consideration:

- A limited amount of flexibility is available to assist in hardship cases and thus there are a limited number of transfers that could be granted at any one time.
- The expectation is that at the end of the agreed upon time frame, the employee shall return to their original assignment (unless more recent bid process resulted in movement to a new assignment).

ARTICLE 9: SENIORITY

9.1 Classification Seniority

A. All regular employees shall accrue seniority from the date of hire in a regular

position. All probationary employees completing the probationary period shall be credited with seniority retroactive to date of hire.

B. Seniority shall not accrue during leaves of absence without pay in excess of thirty (30) calendar days, including family leave, except for leave due to active military duty or Union business.

C. If an employee moves from a temporary employment status in a bargaining unit position to regular employment status in a bargaining unit position with no break in service, the length of employment in temporary employment status will be included when establishing the seniority date(s).

D. Employees promoted from one classification to another shall retain seniority earned in the classification from which s/he was promoted.

9.2 County-wide Seniority.

A. County-wide seniority is defined as the most recent period of continuous service as a regular employee with the Employer in any combination of positions/classifications.

B. The service date of regular employees who accept temporary assignments and subsequently return to their regular assignment shall not be adjusted, provided that there is no break in service with the County.

C. Previously accrued County-wide seniority shall be restored if the employee returns to County service within two (2) years of the severed employment date, provided the employee left in good standing.

9.3 WTD-Wide Seniority. WTD-wide seniority is defined as the most recent length of continuous service as a regular employee with the WTD in any combination of positions.

9.4 Classification Family Seniority. Classification family seniority is defined as the most recent length of continuous service as a regular employee within the WTD in a given job classification family.

Vashon Sewer District Seniority Credit. Former employees of the Vashon Sewer District, who were employed at the time of transfer of the Vashon Treatment facility to King County, shall be credited with all forms of seniority as defined by this Agreement, retroactive to their date of hire by

the Vashon Sewer District.

Wastewater Support Specialist Seniority Credit. Employees assigned to the job classification of Wastewater Support Specialist, as of the effective date of this Agreement, who were formerly in the Maintenance Support Assistant or in an Administrative Services Specialist job classification, shall be credited with classification family and classification seniority to their date of hire in the Wastewater Treatment Division within those classifications.

ARTICLE 10: CONFLICT RESOLUTION AND GRIEVANCE PROCEDURE

10.1 General

The Employer and the Union commit to address and resolve issues in a fair and responsible manner at the lowest level and to use mediation and conflict resolution methods when possible and mutually agreed. Our relationship depends on mutual respect and trust built upon our ability to recognize and resolve disagreements rather than avoiding them.

10.2 Types of Issues

Issues may be referred by employees, the Employer, or the Union for Section 10.6 Conflict Resolution and Grievance Procedures A through D except as provided herein and subject to Section 10.5. The only requirement is that the issue must be genuine and that the parties involved must participate directly.

10.3 Time Limits

The purpose of time limits within the Section 10.6 is to set general guidelines and to ensure that neither party to a dispute becomes frustrated by undue delay. Time limits are flexible and may be waived; however, the party awaiting a response at any step (short of the last step) may advance the issue to the next step once the time limits have expired.

10.4 Resource Assistance

Human Resource personnel, Union representatives, and/or stewards may participate in any phase of the issue resolution procedure under Section 10.6 upon request of those involved in the dispute.

10.5 Complaints of Discrimination

Complaints of discrimination shall be subject to the Conflict Resolution and Grievance

Procedure, Section 10.6, A through D, but shall not be subject to arbitration.

10.6 Procedure

Step A. Conflict Resolution Procedure (optional step)

1. An issue may be addressed orally between the supervisor and the employee(s) involved within fourteen (14) calendar days of the event or circumstance(s) giving rise to the issue(s). The parties will make every effort to resolve the issue(s) within thirty (30) calendar days; however the Union may advance the issue(s) to Step B at any time within thirty (30) calendar days following the initial discussion with the supervisor.

2. Disputes resolved at this level shall be final and binding but shall not modify the Agreement, or create a precedent for any other disputes arising under this Agreement.

Step B. Supervisor - Formal Grievance

1. If the issue is not resolved in Step A, the Union may present a written grievance to the supervisor. In the event Step A is bypassed, the Union will present a written grievance to the supervisor within fourteen (14) calendar days of the event or circumstance(s) giving rise to the issue(s). The steward shall forward a copy of the grievance to the WTD HR and the Union offices.

2. The supervisor will have fourteen (14) calendar days upon receipt of the written grievance to meet with the parties and provide a written response. A copy to the response will be sent to WTD HR and the Union office.

3. Disputes resolved at this level shall be final and binding but shall not modify the Agreement, or create a precedent for any other disputes arising under this Agreement.

4. If not satisfactorily resolved, the Union may refer the grievance in writing to Step C within fourteen (14) calendar days of receipt of the supervisor's response, or if no response was received.

Step C. Section Manager

1. The Section Manager will have fourteen (14) calendar days from receipt of the grievance to meet with the parties and issue a written response. If the response of the Section Manager does not resolve the grievance, the grievance may be referred to Step D within fourteen (14) calendar days of the Union's receipt of the Section Manager's response.

2. Disputes resolved at this level shall be final and binding, and may not modify the Agreement or create a precedent for other disputes arising under this Agreement.

Step D. Director of Labor Relations

The Director of Labor relations/designees will have fourteen (14) calendar days from receipt of the grievance to meet with the parties and issue a written response. If the response of the director/designee does not resolve the grievance, the grievance may be referred to Step E or F within fourteen (14) calendar days of the Union's receipt of the director's/designee's response.

Step E. Mediation

1. Mediation shall be the last step for disputes not eligible for arbitration as well as the step prior to arbitration for all other disputes. The Employer and Union will have thirty (30) calendar days from the mediation request date to schedule a mediation date.

2. A mediator shall be mutually agreed upon by the Employer and the Union. The mediated settlement shall be binding on the parties and, unless specifically agreed otherwise, not form a precedent for any other dispute arising under this Agreement. If resolution is not reached in mediation, the grievances may be referred to arbitration if it concerns the proper application or interpretation of the Agreement.

Step F. Arbitration

1. The Union will have fourteen (14) calendar days from the conclusion of Step D or E to request arbitration. The Employer and Union will have sixty (60) calendar days from the arbitration request date to schedule an arbitration date.

2. An arbitrator shall be selected by mutual agreement of the Employer and the Union. In the event mutual agreement is not reached, an arbitrator shall be selected from a list provided by a mutually acceptable source. In the event the parties are unable to mutually agree on a source for the list of arbitrators, the parties shall request a list from the Federal Mediation and Conciliation Service.

3. The arbitrator's power shall be limited to interpreting the Agreement between the Employer and the Union as it applies to the dispute before the arbitrator.

4. The Employer and the Union shall each bear the cost of its own presentation

including attorney's fees, regardless of the outcome. The parties shall bear equally the fees and cost of the arbitrator.

10.7 Initiation of Grievance at Higher Step

By mutual agreement, a grievance may be initiated at a higher grievance step if the Employer representative does not have the authority to grant the relief sought or the parties responsible for hearing the grievance agree to bypass their step.

ARTICLE 11: CORRECTIVE ACTION AND DISCIPLINE

11.1 Corrective Action Procedures - Teach, Lead and Coach

A. Teach Lead and Coach (TLC) is meant to address violations of rules of minor significance or unsatisfactory work performance that can normally be corrected through counseling or training. TLC is non-disciplinary, but if the employee's performance or behavior does not improve, TLC documentation can be used toward discipline.

B. In order to accomplish the goals set forth in the preamble, shop stewards, supervisors and managers developed a TLC Handbook which shall be an appendix to this Agreement. The LMC shall review this Handbook at least once during the life of this Agreement.

C. While the desired corrective action approach is, TLC, the procedure does not preclude moving directly to discipline depending on the severity of the situation.

11.2 Just Cause

No regular employee who has completed probation shall be disciplined except for just cause. A temporary or probationary employee is employed at will and may be terminated without recourse to the Article 10 – Conflict Resolution and Grievance Procedure

11.3 Progressive Discipline

Discipline is meant to address violations of rules of major significance, continuing minor violations or continuing unsatisfactory work performance. The Employer and the Union agree with the principle of progressive discipline, which may include oral reprimands, written reprimands, suspension, demotion, salary reduction, discharge, or alternative forms of discipline mutually agreed upon.

11.4 Appropriate Level of Disciplinary Action

A. The type and level of disciplinary action will be determined by the nature and severity of the behavior and/or performance deficiency that led to the disciplinary action, as well as the employee's past disciplinary record.

B. In accordance with the FLSA, FLSA exempt personnel are not subject to unpaid disciplinary suspensions except in increments of full workweeks, unless the infraction leading to the suspension is for a violation of a safety rule of major significance.

11.5 Equal Application of Rules

The Employer will make every effort to enforce rules in a fair and consistent manner.

11.6 Oral and Written Reprimands

Memos to document oral reprimands, and written reprimands, shall include the following information:

- The reason(s) for the reprimand
- The facts supporting the reprimand
- The form of reprimand being imposed
- The effective date(s) of the reprimand
- A clear statement as to follow-up needed (if any)
- Language advising the employee of the availability of Employee Assistance Programs (EAP) may be included in the notice

11.7 Pre-Disciplinary Procedures - Cases Affecting Pay Status

In all cases involving the potential for suspension without pay, discharge, demotion or salary reduction for disciplinary reasons, the Employer will provide the affected employee with written notice and an opportunity to respond in writing and/or in person.

The pre-disciplinary notice will include the following information:

- The reason for the proposed discipline
- The facts supporting the proposed discipline
- The form of discipline being considered
- The date, time and location of the pre-disciplinary hearing, or deadline for submission of written information that should be considered by the Employer in making a final

disciplinary decision

- Language advising the employee of the availability of EAP may be included in the notice

11.8 Disciplinary Decisions Affecting Pay Status

Employees shall be provided with written notification of final disciplinary decisions within fourteen (14) calendar days following the pre-disciplinary hearing and/or deadline for submission of written responses/additional evidence.

The disciplinary letter shall include the following information:

- The reason(s) for the discipline
- The facts supporting the discipline
- The form of discipline being imposed
- A clear statement as to follow-up needed (if any)
- The effective date(s) of the discipline
- Statement as to the employee's right to appeal the discipline
- Language advising the employee of the availability of Employee Assistance Programs (EAP) may be included in the notice

11.9 Administrative Leave

The Employer has the right to place an employee on paid administrative leave, subject to the following conditions:

A. Purpose of Administrative Leave. The purpose of administrative leave is to remove an employee from the workplace during the pendency of an investigation and/or until discipline is imposed. Administrative leave is paid leave, and non-disciplinary in nature.

B. Reasons for Administrative Leave. Administrative leave will be used when the employer believes a compelling reason necessitates the employee's removal from the workplace (e.g., endanger the employee or others, disrupt the work environment, or interfere with an investigation, etc.).

C. Onset of Investigation. The Employer will make every effort to conduct and complete the investigation as quickly as possible after placing the employee on paid administrative leave.

D. Notice to Union. The Employer will notify a Union representative upon placing an employee on administrative leave. The employee may request Union representation at any time in the investigative process.

11.10 Confirmation of Receipt

Employees shall provide a written acknowledgement of receipt of correspondence relating to corrective action and disciplinary matters. The employee's signature shall not be construed as an admission of guilt.

11.11 Conflict Resolution and Grievance Procedures

All discipline of regular employees shall be subject to Article 10 Conflict Resolution and Grievance Procedures. A temporary employee may be disciplined and discharged without recourse to Article 10 – Conflict Resolution and Grievance Procedures.

11.12 Notice of Investigation

A. When the Employer determines it is necessary to investigate an employee(s) for potential misconduct, the employee(s) shall normally be informed of the need for such investigation within three (3) business days of the decision to proceed. The employee will be generally advised of the nature of the issue(s) and the estimated duration of the investigation. The Employer shall provide similar notice to the Union.

B. Notification may be deferred in unusual circumstances where it is possible that the investigation would be compromised as a result of providing the earlier notice.

11.13 Right to Union Representation

The parties recognize that employees have the right to have a Union representative present in any meeting where the employee has a reasonable belief that the discussion may lead to discipline.

The parties further agree that employees who are being interviewed as potential witnesses but are not the subject of investigation, will be permitted to have a Union representative present for the meeting.

ARTICLE 12: UNION REPRESENTATION AND ACTIVITIES

12.1 Union Representative

Union representatives may visit the work location of employees covered by this Agreement at

any reasonable time. They shall report to the appropriate manager/designee upon arrival at the work site being visited.

12.2 Shop Steward

The Union agrees to clearly identify all shop stewards and inform the County immediately of any changes in shop steward status. The Employer agrees to recognize employees appointed and identified by the Union as shop stewards. When contract administration business is conducted during working hours, the employee is responsible for clearing the time taken away from work with his/her supervisor. In January of each year, stewards will provide supervisors with the schedule of stewards/LMC meetings, which normally occur on the third Tuesday of each month between 0700 and 0900 for the stewards and between 0915 and 1100 for the LMC members. Stewards shall give written notice to supervisors about special union meetings at least one (1) week in advance or as soon as possible. Attendance at such meetings will not unduly be denied, but operating conditions may preclude the attendance of shop stewards.

12.3 Bulletin Boards

The Union shall be allowed use of bulletin board space to post Union notices that have been signed by an officer, Union representative, or steward of the Union.

ARTICLE 13: CLASSIFICATIONS AND RATES OF PAY

13.1 Rates of Pay

The classifications and rates of pay for all bargaining unit employees are listed in Appendix A of this Agreement. Overtime pay is excluded for the calculations of the hourly rate of pay.

13.2 Temporary Assignment to a Higher-Paying Classification

A. An employee temporarily assigned by his/her supervisor/designee to a higher-paying classification shall receive a salary adjustment to the step of the higher classification/assignment that provides an increase over the employee's regular rate equivalent to at least a one-step increase in the higher classification, for actual hours worked. Upgraded employees will assume the FLSA status of the upgraded position.

For assignments of thirty (30) consecutive calendar days or more, a personnel change notification (PCN) will be written and all compensated hours will be at the higher rate.

An employee assigned by his/her supervisor for on-the-job training in a higher paying classification under the direction of others, shall not be eligible for the higher rate of pay.

A regular employee who accepts an appointment to a temporary position in a different classification, or who is assigned to a temporary appointment, shall retain all rights to return to a regular position within his/her classification including seniority, step increases, and benefits as provided in the Labor Agreement unless specifically waived in writing, with a copy sent to the Union. If the employee is promoted to the higher classification contiguous with the temporary appointment/assignment, he/she shall accrue seniority in that classification from the first day he/she accepted the appointment or was assigned to the higher classification.

B. Compensation for persons filling in (relief) for an Operating Shift Supervisor:

Group III certification. A Senior Operator with a Group III certification or a Senior Operator-In-Charge shall be upgraded to the top step (Step 10 of Range 60) for Senior Operator-In-Charge. [Note: The changes to the '03 - '06 language in this provision corresponds with placing the change in wage rate for SOIC, from Range 59, Step 10, to Range 60, Step 9. By making this change the SOIC wage rate remains the same, while creating a step above the SOIC rate to allow Senior Operator to be upgraded to a wage rate within the Local 925 bargaining unit. As per the wage addendum, SOIC does not advance beyond Step 9 of Range 60.] This differential recognizes that this person is assuming the full scope of decision-making responsibilities and accountability for the operation of the plant.

13.3 Premium Pay for Training Responsibilities

An employee assigned full time to the role of technical trainer or facilities services trainer shall be paid the equivalent of Senior Operator-In-Charge.

13.4 Shift Differential

13.4.1 Night Shift

(a) Non-Operations Straight Shifts - In addition to the regularly established hourly rates of pay shown in Appendix A, employees whose regularly assigned work ends between 8:01 p.m. and 10:00 a.m. shall receive a shift differential of one dollar ($1.00) per hour for all compensated hours. Employees temporarily assigned to such a shift are eligible for this one dollar

per hour shift differential for actual hours worked. This section shall not apply to salaried employees.

(b) Operations Rotating Shifts - Employees regularly assigned to operations rotating shift shall receive, in addition to the rotating shift premium provided for in 13.4.2, a premium of 7% their regular rate of pay for all hours worked on the nighttime shift portions of the rotating shift. Employees temporarily assigned to the nighttime shift portion of the rotating shift shall receive the 7% rotating shift premium for hours worked on the nighttime shift portions of the rotating shift. This section shall not apply to salaried employees.

13.4.2 Operations Rotating Shift. In addition to the regularly established hourly rates of pay shown in Appendix A, employees regularly assigned to operations rotating shift shall receive a premium of one dollar and fifty cents ($1.50) per hour for all compensated hours. Employees temporarily assigned to a full rotating shift cycle shall receive the rotating shift premium of one dollar and fifty cents per hour ($1.50). This section shall not apply to salaried employees.

13.5 Standby Pay

A. Employees assigned to standby duty with a pager during time off shall receive four dollars and fifty cents ($4.50) per hour for the actual hours assigned to standby duty, with a minimum of twelve (12) consecutive hours assigned. Effective January 1, 2014, and each January 1 thereafter, the amount paid under this provision shall be increased in accordance with the cost of living adjustment formula applying to general wage rates in Appendix A of this agreement.

B. To be eligible for standby pay employees need to respond when called or paged within fifteen minutes. If an employee assigned to standby cannot be reached and does not respond he/she shall not be eligible for standby pay. It shall be the standby employee's responsibility to notify Main Control in the event he/she becomes unavailable to respond during the standby assignment.

C. Employees shall receive a minimum of seven (7) calendar days notice in writing prior to assignment on standby duty between April and October and a minimum of four (4) calendar days notice between November and March, except when emergencies interfere with such practice.

D. Employees called to work while on standby shall be paid at time and one-half (1-1/2) for actual time worked including the time required to travel from home to work location and

return. Employees called in to work while on standby shall not receive standby pay during the period of time they receive time and one-half.

E. Salaried employees shall not be eligible for standby pay.

13.6 Call-in Pay

Employees not assigned to standby who are called in to work on an unscheduled basis or because of an emergency, within twelve (12) hours or less of their scheduled report time, shall be paid at time and one-half (1-1/2) for the actual hours worked, with a minimum of three (3) hours. If subsequent call-ins fall within three (3) hours, further pay will not start until the fourth (4th) unscheduled work hour. Travel time to and from the job shall be considered as working time in such circumstances. Employees who have been notified more than twelve (12) hours before report time that their work schedule has been changed shall not be eligible for call-in pay. Salaried employees shall not be eligible for call-in pay.

When a call-in is cancelled, the minimum call-in pay (three hours paid at time and one-half the employee's regular rate of pay) shall apply unless the cancellation occurs more than four hours prior to the report time for the call-in.

13.6.1 Technical Call Out

A Technical Call Out (TCO) occurs when an employee is called to return to duty and performs those duties via telephone, facsimile, computer, or similar electronic device that does not require returning to a designated work site. Supervisors are responsible for determining whether an employee is capable of responding electronically or if the employee needs to physically come into the worksite. The supervisor must complete an "Authorization for Overtime" form and note the time spent by the employee in responding (via telephone, computer, etc.) rounded up to the nearest 15-minute (quarter hour) segment at a rate of time-and-one-half (1-1/2) the employee's regular rate of pay. If the employee is spending a brief period of time responding ("brief" being defined as less than ten minutes), the employee would not be provided with compensation.

13.7 Compensation for Meetings Held on Regular Day(s) Off (RDO) or When Required to Return to Work to Attend a Meeting

Employees who are scheduled to attend meetings on their regular day(s) off or who are

required to return to work on a work day to attend a meeting shall be compensated as follows:

A. If a meeting is scheduled to be held on the employee's regular day(s) off but is canceled without notification and the employee reports to work to attend the meeting, the employee will receive two (2) hours of overtime pay.

B. If the employee attends a meeting that lasts less than two (2) hours, he/she will receive the minimum of two (2) hours of overtime pay.

C. If the length of a meeting extends beyond two (2) hours, the employee will be compensated for the total actual time spent at the meeting, at the overtime pay rate.

D. This section shall not apply to salaried employees.

13.8 Step Increases

Step increases will be awarded annually to regular and temporary full-time employees after completing twelve (12) months of continuous employment for satisfactory performance. Part-time employees shall be awarded step increases on an equivalent hourly basis for all compensated hours.

13.9 Joint Salary Study

The parties agree to participate in a joint salary survey six (6) months prior to the expiration of the collective bargaining agreement. There shall be an equal number of members on the salary survey, sub bargaining committee, representing each of the parties to the agreement.

ARTICLE 14: HOURS OF WORK AND OVERTIME

14.1 Hours of Work

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

B. West Point and South Plant Operations rotating shifts (type 1) are four (4) continuous days of two (2) eleven and seven tenths (11.7) hour day shifts and two (2) eleven and seven tenths (11.7) hour night shifts, followed by four (4) scheduled days off before starting a new rotation cycle. Management agrees to bargain the non-monetary effects of any changes to these schedules.

C. Brightwater operations rotating shift (type 2) are four (4) consecutive shifts of three (3) twelve (12) hour day shifts and one (1) twelve (12) hour night shift followed by four (4)

scheduled days off before starting a new rotation cycle, except the operator who would normally begin their workweek on Saturday will have that Saturday and Sunday off as regularly scheduled days off. The type 2 schedule is also supported by a standby operator on nights and weekends. On nights and weekends the N or D1 operator, respective will coordinate all callouts of operation and/or maintenance staff with the Brightwater Operations and/or Maintenance Supervisors.

D. Other innovative work schedules mutually agreed upon by the Employer and the Union may be utilized. Such agreement shall be confirmed in writing.

14.2 Meal and Rest Periods

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

B. Employees on a Type 2 schedule Night Shift will receive a 30 minute paid meal period and will be required to remain on the premises during their meal period.

C. Fifteen (15) minute paid rest periods will be provided approximately midway through each one-half (1/2) shift. Employees assigned to a rotating shift greater than ten (10) hours per day will be provided with three (3) fifteen (15) minute paid rest periods during each shift.

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

14.3 Overtime and Compensatory Time

Paid benefit time and compensatory time does not count as time worked for purposes of overtime calculation. However, employees who work more than 40 hours in a workweek (FLSA workweek), will be eligible for overtime pay for all time worked beyond forty (40) in a workweek. Additionally, employees who are authorized to work outside their regular workday or regular workweek (starting before their regular start time, working beyond the end of their regular shift or on a regular day off) will be paid either overtime for such additional hours at one and one-half (1-1/2) times the employee's regular hourly rate of pay or compensatory time at the rate of one and one-half (1-1/2) times the amount of overtime hours actually worked. Salaried employees shall not be eligible for overtime or compensatory time.

Examples:

- Employees who are authorized to work before or after their regularly scheduled hours of work are eligible for OT/CT, regardless if they had BT/CT during the workday.
- Employees who are authorized to work on their regular day off will be eligible for OT/CT, regardless if they had BT/CT during the workweek.
- Employees who work more than forty (40) hours in their workweek will be eligible for OT/CT.

For the purpose of calculating overtime, an employee's workday shall be defined as beginning with the first (1st) hour of their regularly assigned shift and continuing for a total of twenty-four (24) consecutive hours. The workweek shall correspond to the biweekly pay period.

The business teams, with approval of the plant manager, shall draft procedures for assigning overtime to an employee in a week in which that employee uses BT.

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

A. Compensatory Time. Accrued compensatory time shall be available for the employee's use as paid time off the job, however, no more than 40 hours may be used as discretionary time off in a calendar year without the section manager's approval. Compensatory time used does not count as time worked. Accrued compensatory time in excess of forty-eight (48) hours (eighty (80) hours) where requested by the employee) shall be paid off at the conclusion of each calendar year quarter at the employee's regular hourly rate of pay. A current balance of compensatory time hours available will be shown on the biweekly pay stub. Employees may not use compensatory time until it is earned and is shown on the biweekly pay stub.

B. Overtime/Compensatory Time Option. The supervisor and the employee shall determine which form of compensation will be provided. The employee's preference for either overtime pay or accruing compensatory time or a combination thereof will be honored. However, business needs may prevent the employee from earning compensatory time in lieu of overtime pay. Whenever possible, this selection shall be made prior to the employee beginning the overtime assignment.

14.4 Compensation for Call-in, Call-back, and Hold-Over Overtime Assignments

As a result of working overtime on a call-in, call-back, or hold-over basis the preceding workday/shift, employees will be compensated for time not worked due to rest. Decisions regarding when an employee will work beyond his/her regular workday/shift, or whether he/she is called back to work shall be made between the supervisor and the employee. This decision will be based on business needs and safety considerations. This section shall not apply to salaried employees.

Employees shall be eligible to receive one-half (1/2) hour of compensated rest time for each one (1) full hour of unscheduled overtime worked between the hours of 8:00 P.M. and 4:00 A.M.; or if the total number of hours worked (including their regular shift and overtime hours) equals or exceeds fourteen (14) continuous hours, when the employee is scheduled to work on the following day.

Employees may use compensated rest time to cover hours not worked the following day during their regularly scheduled shift. The employee must be scheduled to work the same or following calendar day to be eligible to earn or use compensated rest time. Compensated rest time is only available to cover regularly scheduled hours the same or following day; it may not be used for any other reason. Employees will not be able to bank, accrue, or be paid down compensated rest hours. Employees may be able to work their following entire work shift.

Employees may come in to work late the following workday and work the same number of hours they would normally work (if work is available).

14.5 Distribution of Overtime

Each Business Team shall develop policies and procedures regarding the method(s) of offering and assigning overtime. Such policies shall be in writing and should address the following:

- Fair and equitable distribution to the degree practicable.
- Provide for adequate rest periods to ensure employee safety.
- Address business needs and qualifications needed.
- Address emergency circumstances.

A copy of the Business Team Overtime policy/procedure shall be forwarded to the WTD HR office and to the Local 925 office. However, in any instance where the Business Team has not

developed written policies and procedures for the assignment of overtime, or where the overtime work spans multiple Business Teams, or where the overtime work pertains to a capital project, the Plant Manager shall have the discretion as to the manner and method by which such overtime shall be assigned.

14.6 Work Schedule Changes

Fourteen (14) calendar days notice will be given an employee prior to implementing an involuntary change in the employee's regular schedule, except in cases of emergency. An employee's schedule may not be changed in isolated instances (for example, bringing an employee off day shift to backfill for shift crew that night, or changing an employee's schedule one week from Monday through Thursday to Tuesday through Friday in order to perform duties on Friday) solely for the purpose of avoiding the payment of overtime, except as provided in Section 14.7. However, nothing in this section shall prevent the change of an employee's regular schedule to another regular schedule (subject to the 14-day notice requirement where applicable), including when the rationale for doing so is to reduce or prevent instance of overtime.

As provided in Section 14.1, WTD management agrees to bargain over the non-monetary effects to those schedules specifically described in Section 14.1

14.7 Schedule Adjustment for Training

A. Mandatory Training. Mandatory training shall be compensated as hours worked. Such training must be scheduled during the employee's regular schedule, if possible, to avoid overtime. Employees shall not be required to schedule adjust for mandatory training except when required to avoid working over 14 hours in a 24-hour period. (Note: OIT training shall be considered mandatory training for purposes of this section.)

B. Training in Support of Career Advancement. Employees who elect to pursue advancement through job progression or the competitive bid process are encouraged to work with their supervisor on a meaningful Individual Training and Development Plan (ITDP). While compensation for training time may be approved, employees seeking advancement are expected to attain any needed skills and knowledge through independent self study and attendance at training off hours. Training time shall be compensated in compliance with the Fair Labor Standards Act (FLSA)

and state wage and hour legal requirements. Training time, not compensated under a legal requirement, may be compensated when attended during regular work hours, if approved through the request for training process. Approval for such paid training time will be granted or not granted in consideration of budget, workload and relevance of the training to the employee's advancement goal. Schedule adjustments may be approved to align paid training time with an employee's assigned work hours. Overtime will not be granted for training unless approved by the Section Manager or required under the FLSA.

C. Other Training. Compensation for time in training and costs of training, such as tuition, for career enhancement shall be granted in accordance with the WTD training policy.

14.8 Schedule Adjustment

With Supervisor approval, employees that work non-rotating shifts can temporarily request a schedule adjustment with fourteen (14) day notice to their supervisor.

Example:

An employee that normally works a 4-10s schedule M-Th can request to schedule adjust to either a 5-8s schedule M-F or a 4-10 schedule and shift their work week to Tu-F.

ARTICLE 15: BENEFIT TIME

15.1 General Description

The Benefit Time (BT) Program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. BT is the bank of time accrued for use during scheduled paid time off and unscheduled paid time off (excluding military leave, bereavement leave and jury duty). The program is designed to meet two primary goals. The first is to increase operating efficiency, and the second is to treat employees with dignity and respect.

Eligibility:

Full-time regular, part-time regular, provisional, probationary and term-limited temporary (TLT) employees shall accrue benefit time as specified in 15.4.

15.2 Principles

A. The Benefit Time Program is intended to provide a productive workplace where

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

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

C. Standards for BT usage will be developed and monitored by the Employer. These standards will recognize the diverse needs of the workplace and individual business team needs. The Employer will consult with the Union regarding these standards prior to implementation.

D. Problems regarding benefit time usage will be resolved in a positive manner consistent with good coaching and conflict resolution principles.

E. The Labor/Management Committee is responsible for overseeing any refinements or improvements to the BT Program.

15.3 Guidelines

A. BT is to be used for holidays, vacations, prescheduled medical appointments, unexpected short-term absences, illnesses and injuries and donations, and absences to care for family members pursuant to federal/state law, and the County's Family Medical Leave Policy and this Agreement. The employee is responsible for managing the use of their paid time off.

B. In order to use BT, the hours used must have been accrued by the pay period preceding the absence.

C. Employees are required to submit requests and receive approval for scheduled time off as far in advance as possible to facilitate business team planning, but at least prior to the end of the previous shift/workday.

D. Employees are required to notify the Employer each day of any unscheduled absence.

E. All BT shall be coordinated with, and supplementary to, workers' compensation.

F. Except for salaried employees, employees who become ill or injured while at work shall be paid the applicable accrued benefit time for that portion of the shift that they are unable to complete.

G. As established in the BT Standards, employees unable to work because of any other personal emergency shall be allowed to use BT for any unworked but scheduled hours.

H. For purposes of leave administration with respect to protected leave notwithstanding, with County approval, Employees may be allowed to use up to 520 hours of BT in a single instance.

15.4 Benefit Time Accrual

The BT Program is built on the sum of vacation leave, sick leave, and holiday pay and is based on a bi-weekly accrual rate available to the employee as it is accumulated on a 2,080 hour year.

Benefit Time accrual shall be based upon County-wide seniority in accordance with the following schedule:

Accrual Rates			
Years of Employment	**Annual**	**Bi-weekly**	**Hourly**
Less than 5 years	288	11.07692	0.13846
5 years but less than 8 years	312	12.00000	0.15000
8 years but less than 10 years	320	12.30769	0.15385
10 years but less than 16 years	352	13.53846	0.16923
16 years but less than 17 years	360	13.84615	0.17308
17 years but less than 18 years	368	14.15384	0.17692
18 years but less than 19 years	376	14.46154	0.18077
19 years but less than 20 years	384	14.76922	0.18462
20 years but less than 21 years	392	15.07692	0.18846
21 years but less than 22 years	400	15.38461	0.19231
22 years but less than 23 years	408	15.69230	0.19615
23 years but less than 24 years	416	16.00000	0.20000
24 years but less than 25 years	424	16.30769	0.20385
25 or more years of service	432	16.61538	0.20769

There shall be no limit on the amount of BT accrued.

15.5 Donation of Benefit Time (BT) and/or Compensatory Time (CT)

Employees will be allowed to donate their accrued BT and/or compensatory time to other employees who are unable to work due to personal circumstances, e.g., illness, injury or personal emergency. There is no limit to the amount of accrued BT and/or CT that can be donated. Hours must be donated in one-hour increments.

This donation of BT and/or CT will only be permitted in those situations where the employee to whom the hours are being donated, has or will shortly be exhausting his/her BT and/or CT. This shall be confirmed with Payroll prior to the commencement of donations by other employees.

No donation will be permitted in situations where the employee is on industrial injury status and is receiving workers' compensation benefits.

Requests for donation will be considered on a case-by-case basis and will be coordinated by the Union shop stewards. The amount of benefit time and/or compensatory time donated shall be based upon the anticipated length of time the employee will be absent from work, as supported by available documentation from the employee's physician.

Employees wishing to donate hours to another represented employee must complete a donation form and submit it to his/her section manager. The manager will approve the form based upon the above criteria and forward it to the Payroll Section.

Donated hours not used within 90 days of donation shall revert to the donor.

Upon receipt of the donation request, Payroll will process the request, and the hours will be transferred to the employees benefit time account in the next regular payroll cycle.

15.6 Cashout

A. UPON RETIREMENT OR DEATH

Upon retirement from the County or death, an employee or their beneficiary, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

All BT in excess of four hundred and eighty (480) hours shall be cashed out at 35% upon retirement

Retirement means an employee is eligible, applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon terminating employment.

B. UPON SEPARATION

An employee, upon separation with the County, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

If an employee resigns without giving two weeks notice, the employee will forfeit thirty-three percent (33%) of his or her accrued BT for that calendar year. They will be paid one-hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

If an employee leaves the Employer after working less than six (6) months, the employee will forfeit sixty percent (60%) of his or her accrued BT. He or she will then be paid 40% of their accrued BT at his or her regular rate of pay.

If the employee is terminated for just cause, the employee will forfeit thirty-three percent

(33%) of their accrued BT for that calendar year. They will be paid one hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

15.7 Holidays

Employees are expected to manage their use of BT to cover paid time off for holidays. If a new employee does not have accrued BT to cover a holiday because it is too close to his or her hire date, the employee's next paycheck will be short by the hours that his or her BT bank does not cover.

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

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Day before or after Christmas Day (as scheduling requires for non-shift workers; shift workers will observe the day before Christmas as the holiday)

Holidays will be on the actual day of the holiday for shift crews and on the day King County observes the holiday for employees whose workdays are between Monday and Friday, inclusive. Shift employees required to work on Christmas Eve will be paid one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked.

15.8 Holiday Shift Changes

Work schedule changes during holiday workweeks shall be made by the supervisor or requested by the employee at least fourteen (14) days prior to the holiday, or when a holiday work schedule is set by a business team.

The decision to modify an employee's work schedule during a holiday workweek shall be made by the employee's supervisor and business team(s) based on mutual benefit to the employee and the business need. Individual employees may not modify their work schedule without prior approval of their supervisor and/or business team(s).

15.8.1 Holidays for Laboratory Employees

Laboratory employees working a weekend rotating shift will observe the actual holiday. Laboratory employees working a Monday through Friday shift will follow the observed holiday schedule. Employees shall not observe a holiday more than once. For example, an employee working Monday through Friday who then works the weekend shift shall be considered to be working the weekend and therefore shall observe a Saturday holiday on the actual day (Saturday).

15.9 Benefit Time Scheduling

Benefit Time requests submitted between January 15 and February 7 of each year shall be considered for approval in order of WTD-Wide seniority for the following 52 weeks beginning February 8.

BT requests made between January 15 and February 7 shall be approved or disapproved by February 21. Benefit Time requests submitted on or after February 8 each year shall be given preference in the order received. All Benefit Time requests shall be approved or disapproved within a 14 calendar day period.

15.10 Management commits to SEIU participation in a BT Standards Committee which will update and modify relevant sections (BT-related) of the current Workforce Standards.

ARTICLE 16: JOB PROGRESSION

16.1 Purpose And Intent

The Employer and the Union agree to maintain a job progression system that provides employees the opportunity to be reclassified from one level to the next higher level of the following classification families.

- Operator-in-Training to Wastewater Treatment Operator to Wastewater Treatment Senior Operator
- Industrial Maintenance Mechanic to Industrial Maintenance Master Mechanic

- Inventory Purchasing Specialist I to Inventory Purchasing Specialist II
- Gardener to Senior Gardener
- Utility Worker 1 to Utility Worker 2

Advancement will be based upon the employee (advancement candidate) meeting specific criteria, which demonstrates that the employee possesses the knowledge, skills and abilities to perform the full scope of duties required at the higher level. The Process Lab Specialist, Process Engineers, and Process Analyst classification families will maintain their existing job progression criteria.

The goals of the Job Progression Program are to provide covered employees in certain job classification families with the opportunity for career growth, to meet the Wastewater Treatment Division's future workforce needs and to support King County's policy of providing employees with internal career growth opportunities.

Employees participating in the program are expected to demonstrate initiative in seeking the training, work experiences and assignments needed to develop the skills needed to advance. Employees are encouraged to use supervisory feedback, the quarterly performance meetings, the annual performance evaluation process and the annual Individual Training and Development Plans as tools to support their efforts to advance through job progression. Employees will be expected to take advantage of employer provided training as well as pursue self study and training on their own to achieve advancement.

16.2 Job Progression Wage Structure

Progression candidates may apply for advancement to an annually convened review board after successful completion of their probationary period or having completed one regular annual performance appraisal period with an above standard rating (3.6667 to 4.333). Upon recommendation for advancement from the review board, the advancement candidate will advance to the step in the higher classification that provides a one step increase (approximately 5%) over their former pay step on the first of the pay period following the board's recommendation.

16.3 Progression Criteria

An employee who has successfully passed probation in a classification that provides for

progression to the next higher classification can progress from any pay step upon recommendation of a review board established for the purpose of evaluating employee readiness to perform at the higher level. The review board will meet annually and determine the following:

1. Whether the candidate possesses the certifications and licenses required at the higher classification level;

2. Whether the candidate has completed all required training;

3. Whether the candidate has achieved an above standard rating (3.6667 to 4.333) on their last performance evaluation or probationary evaluation; and has successfully completed any/all formal performance improvement plans;

4. Whether the candidate has sufficient experience at the established level in critical areas and under critical circumstances to demonstrate competent performance at the higher level classification;

5. Whether the candidate has passed, at the established level, any required knowledge, skills, general competency and/or specific technical proficiency tests;

6. Whether the candidate has been free of discipline for a minimum of one year and all disciplinary issues are resolved to the satisfaction of the Review Board.

16.4 Job Progression Timeline

Applications for Job progression should be made by November 30th. The Division commits to publishing the timeline for job progression. The timeline will be published no later than six weeks after closing the application process.

16.5 Job Progression Portfolio

A job progression candidate's portfolio should contain information supporting the candidates qualifications to progress. The portfolio may contain documents such as certificates or work orders that indicate the candidate's ability to perform at the higher classification. Information provided in the portfolio can come from any experience a candidate has had before or during being employed by King County. A portfolio may also contain documents that support a candidate's leadership or ability to work in adverse conditions.

16.6 Operator-In-Training

Job Progression is mandatory for the Operator-In-Training (OIT) classification. OIT's who fail to meet the requirements for advancement to Wastewater Treatment Operator, within two years of appointment, shall be eligible to fill an open bargaining unit position, for which they qualify, at the same or lower pay range or shall be terminated.

It is understood by the parties that this provision shall not serve as setting a precedent for other classifications in the bargaining unit.

The purpose of the Operator-In-Training (OIT) classification is to provide an entry-level classification in the Operator Classification Family for individuals lacking the experience and certification to qualify for entry into the Operator classification. The goal is to train the incumbents so as to allow them to develop the proficiencies to perform at the Operator classification and to concurrently compensate them at the level for which they are qualified.

Under normal circumstances, new OITs are hired into the day operations group. Once hired, the OIT and their supervisor will develop a training plan which will be used in scheduling training and which will be focused upon providing the employee with basic operating skills and a basic understanding of the plant. While in day operations, they will provide operations support under the supervision of Operators and Senior Operators, which will provide some training opportunities.

While it is possible to learn some aspects of operations while on days, it is necessary that an OIT be assigned to shift for training purposes, as this is the only way to become knowledgeable about the interrelations between different treatment processes and familiar with the idiosyncrasies of the plant over various weather/season conditions.

A major goal of the organization is to progress OITs to the Operator classification and increase their skills as an Operator once they do so, in as timely a manner as possible commensurate with their skills and within the limits of the business need. In order to do this, it is important that the OIT work with his/her Supervisor to identify training opportunities that further this goal with the recognition that compensation will progress in accordance with the employee's movement through each classification of the family.

In order to be effectively trained, it is important that the new OIT receive one-on-one training for a period of time; however, it is expected that s/he will be given greater responsibility to work an

area over time. Following is a proposed set of standards for determining when an OIT will be allowed to work in an area under general supervision.

1. When the OIT is assigned to shift, s/he will work with his/her Supervisor to develop a training plan, including which plant area s/he will be learning.

2. Until the OIT has successfully completed the supervisor's training plan for the area, and has been assessed as competent to perform in the area, s/he will not be assigned to an area alone. If it is normally a two (2) person area, the second person must be a fully qualified Operator/Senior Operator and a routine check-in must be maintained with the OIT having clear instructions regarding contacting either the other Operator/Senior Operator or their Supervisor if there are any situations outside his/her training. In this case, a qualified Operator/Senior Operator will be dispatched to the area to work with the OIT and to provide training as to how to deal with the new situation.

3. At no time will two (2) OITs be assigned to work in the same area unless it is under the direct supervision of an Operator/Senior Operator.

4. Once an OIT has been trained and assessed as competent in an area, s/he may be assigned to work that area under general supervision; however, it is expected that s/he continues to contact his/her Supervisor, who will dispatch a qualified Operator/Senior Operator when situations outside his/her experience occur to assist him/her to learn how to deal with them. Such interactions will be documented in the area log.

5. While assigned to the crew in a training mode, the OITs will not be used as an excuse to allow additional crew members to take time off. The OIT is not to be assigned to operate an area without direct or close indirect supervision until they have been trained and assessed as competent in the area.

6. In the event that the Supervisor has determined the crew size has dropped below the level required for safer operation of the plant, an OIT may be used to operate an area for which they have been trained and assessed as competent without requiring the call in of an Operator. In this circumstance, the Supervisor will assign, in writing, an upgrade subject to Article 13.2 of the Collective Bargaining Agreement.

7. Once an OIT has been trained and assessed as competent in an area and has worked the area on shift for a period of six (6) months (from the date of competency) to gain proficiency, s/he will normally be returned to day operations. In the event management has a legitimate business need to retain the area competent OIT beyond the timeframes specified herein, the issue shall be referred to the LMC for review and discussion, to ensure that the training needs of other OITs are not negatively impacted.

Definitions:

1. Direct Supervision - An employee shall be considered as working under direct supervision when working alongside or in the immediate vicinity of another employee who has been assigned responsibility for training the lower level employee.

2. Close Indirect Supervision - An employee shall be considered as working under close indirect supervision when a higher level employee is assigned primary responsibility for the area or tasks and is present in the general work area of the trainee.

3. General Supervision - An employee shall be considered as working under general supervision when working independently with a minimal level of supervision that is typical of a journey or higher level employee.

16.7 The Review Board

The Review Board will convene annually to review all applications for Job Progression advancement. The Board will consist of members of the management team, human resources, supervisors of the candidates, subject matter experts from the management and bargaining unit ranks as selected by management and two organizational union representatives from SEIU 925. The Review Board will have established protocols for evaluating whether each candidate for advancement possess the knowledge, skills and abilities needed to perform the full scope of duties of the higher classification for which they are seeking to advance.

16.8 Oversight and Union Involvement

The Employer and the Union agree to support the job progression program by assisting employees in acquiring achieving the knowledge, skills and abilities to perform, by encouraging employee initiative and by constructively identifying barriers and working together through a

continuous improvement approach. The Labor Management Committee will serve in an oversight capacity, regularly reviewing program progress through supervisor and employee reports, employee training and development data, consultant recommendations and program work plans.

The Employer and Union agree to use the Labor Management Committee forum to resolve issues and engage in problem solving discussions regarding the administration, implementation and maintenance of the program, set program goals and collaborate on communications. Management will have the final decision for which candidates progress.

16.9 OIT Pilot Program

The parties agree to pilot the new OIT program that is jointly developed in LMC as described in Attachment 1.

ARTICLE 17: BENEFITS

17.1 Benefit Plan Administration

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

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

A. There is an established County-wide Labor/Management Insurance Committee (JLMIC) comprised of an equal number of representatives from the Employer and the King County Labor Coalition whose function is to review, study, and make recommendations relative to existing medical, dental, and life insurance programs.

B. The Union and the Employer agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the JLMIC.

17.2 Eligibility

Regular, probationary, and term limited temporary employees, their spouses, domestic partners, eligible dependent children, and eligible dependent children of an employee's spouse or

domestic partner are eligible for medical, dental, vision, disability, and life insurance benefits upon the first of the month following the date of hire.

17.3 Retirement

Bargaining unit employees are currently covered by either the Public Employees Retirement System or by the City of Seattle Retirement System. All terms, conditions, and benefits shall be pursuant to the laws, ordinances, and rules and regulations governing these retirement systems.

17.4 Workers' Compensation

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

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

C. Employees who become injured while at work shall be paid at their regular rate of pay for the remaining portion of the shift that they are unable to complete.

D. Employees who miss work due to on-the-job injuries will continue to accrue Benefit Time on straight-time hours of work lost, for a maximum of sixty (60) workdays missed during each calendar year.

E. While on workers' compensation, the employee must do the following:

1. Notify the Employer's Workers' Compensation Office if unavailable for more than twenty-four (24) hours during a regular workweek, from Monday through Friday.

2. Inform the Employer's Workers' Compensation Office, in writing, of other employment or compensation received while being paid workers' compensation.

3. Respond or be available for medical treatment, medical examination,

vocational rehabilitation, consultation, or services. If records indicate two (2) "no shows" for scheduled medical or vocational services, the Employer may request suspension of benefits.

4. Accept alternative work when authorized by the employee's physician as being able to do so.

5. Maintain eligibility for workers' compensation under state regulations.

6. Attend all meetings and independent medical examinations scheduled by the workers' compensation staff or the employee's division concerning the employee's status or claim when properly notified at least twenty-four (24) hours in advance of such meeting or examination unless other medical treatment is scheduled on the same date which conflicts with the Employer's scheduling.

F. Employees will be provided a copy of the rules in this section when they file a claim for workers' compensation.

17.5 'Home Free' Guarantee

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

17.6 Executive Leave

FLSA exempt employees with satisfactory performance evaluations for the preceding calendar year who are covered by this Agreement shall receive three days of Executive Leave per calendar year. Executive Leave up to seven additional days per year, as provided in Executive Policy 8-1-2, may be granted at the discretion of the Employer.

17.7 Training

WTD is committed to supporting the career development of its employees. To that end, WTD has developed a policy which provides opportunities for employees to receive compensation and/or reimbursement for job-related and career-related training. The Employer reserves the exclusive right

to develop and administer the WTD training policy in accordance with business needs and available training resources (consistent with the terms of this Agreement). However, prior to making any changes in the WTD training policies, the Employer will consult with the Union at the parties' Labor Management Committee meetings to discuss with, and receive input from, the Union on such changes.

17.8 Meal Reimbursement

1. Regularly Scheduled Workday. Employees shall be eligible to receive a meal premium pursuant to the established "dinner rate" under the following conditions:

a. the employee is required to work two or more hours beyond the number of hours the employee is regularly scheduled to work in a day; and

b. the employee works at least ten consecutive hours; and

c. the employee is not notified of the requirement to work the extra hours prior to the calendar day the extra hours are worked.

2. Regular Day Off. Anytime an employee is called in (unscheduled) on a regular day off and works more than ten consecutive hours, the employee shall be entitled to a meal reimbursement (except when that employee is called in to work a rotating shift).

ARTICLE 18: LEAVES OF ABSENCE WITH AND WITHOUT PAY

18.1 Leaves of Absence With Pay

A. Bereavement Leave. Employees eligible for leave benefits shall be entitled to up to three working days of bereavement leave for each occurrence of death of members of their immediate family (as defined below) or another close relationship that may be justified in writing to, and approved by, the plant manager (using WTD forms). Bereavement leave shall be taken in full day increments. The maximum total number of bereavement days an employee may take in a single calendar year is six. Employees who have exhausted their bereavement leave (that is, exhausted either the 3-day single occurrence amount or the 6-day yearly amount) shall be entitled to use up to three days of accumulated leave for each instance of death as prescribed herein. In cases of family death where no accumulated leave is authorized or exists, an employee may be granted leave without pay. Holidays or regular days off falling within the prescribed period of absence shall not be charged

against the bereavement leave allowance. "Immediate Family" means the spouse, child, parent, son-in-law, daughter-in-law, grandparent, grandchild, sibling, domestic partner, and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner.

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

C. Military Duty/Training Leave. An employee who is a member of the Washington National Guard or any organized reserve of the Armed Forces of the United States, and is ordered to be on active training duty, shall be allowed military leave in accordance with federal law. The employee must present orders for active or inactive training duty to his/her supervisor prior to taking leave. The employee may receive military leave for weekend reservist duty.

18.2 Leaves of Absence Without Pay

Employees may request a leave of absence without pay by presenting a Leave of Absence Without Pay (LWOP) Request Form to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the Employer, except that the Employer shall grant leaves of absence without pay for the following reasons and lengths of time.

Type of Leave	Time
Family leave Maternity, paternity, adoption	Leave without pay after exhaustion of FMLA/KCFML protected leave may be approved, depending upon the operational needs of the agency, for a period not to exceed one year.

Type of Leave	Time
Medical leave	Additional unpaid Medical leave may be granted, after FMLA/KCFML is exhausted, as a reasonable accommodation if such leave will enable the employee to return from work and perform the essential functions of their position either with or without reasonable accommodation. Such leave must be certified by a physician. This unpaid Leave of Absence, following the exhaustion of FMLA/KCFML, will not exceed one year.
Military leave Active duty	Five (5) years unless otherwise required by law
Union business (as an officer or employee of the Union)	As required

18.3 Return from Leave of Absence

Employees wanting to return from a medical leave of absence, or who need to extend the leave of absence beyond the original return date, must provide an acceptable medical release from their attending health care provider. Absent a release from the employee's health care provider; the employee may be required to be examined by a physician of the Employer's choice at the Employer's cost to determine the employee's right to either a continuing leave or return to work status. Disputes concerning an employee's own medical leave are subject to provisions of King County Policy PER 22-4-2 (AEP) Disability Accommodation in Employment.

Employees will be re-employed in their former classification at the end of the leave, provided the employee is able to perform the essential functions of their position either with or without reasonable accommodation. Seniority and Benefit Time accrual rates based upon seniority established at the time of departure on leave of absence shall be restored when the employee returns to work. No seniority or benefits will accrue while on a leave of absence without pay in excess of thirty (30) calendar days except as provided in this Agreement. In the case of Union business, employees granted leave will continue to earn seniority.

18.4 King County Family Medical Leave

Bargaining unit members shall be granted benefits consistent with all provisions of King County's Family and Medical Leave Act (KCFML) Ordinance, No. 13377. This includes but is not limited to eligibility requirements, terms, conditions and restrictions. The parties agree to re-open negotiations over KCFML if terms are negotiated and agreed to in coalition bargaining which differ

from what the ordinance provides.

ARTICLE 19: SAFETY STANDARDS

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

The Employer shall supply and maintain safety-related items and equipment in accordance with established practice and special conditions.

ARTICLE 20: SPECIAL CONDITIONS

20.1 Prior Ongoing Permanent Savings

In order to memorialize the gainsharing distribution for ongoing permanent savings to the wastewater program achieved under a prior collective bargaining agreement, a permanent adjustment for past productivity gains will continue to be added to the base hourly pay rate for all employees in the bargaining unit prior to October 18, 2008. This amount shall be adjusted for COLA as described in Appendix A.

20.2 License and Tuition Reimbursement

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

20.3 Professional Licenses and Certifications

Employees in the classifications and possessing the licenses listed below shall receive a $50-per-month premium for each such license/certification as follows:

a. Boiler license for all Operators regularly assigned to the rotating shift at West Point;

b. Commercial Drivers License

c. Collections certificate for all operations and maintenance staff regularly assigned to an off-site team);

d. Mobile crane operator or

e. Group IV Operator license

f. Backflow Assembly Tester certificate

The number of employees eligible for a premium under this section will be limited by management according to business needs. Management will identify the maximum number of employees eligible by classification and/or Business Team in a list provided to the union on an annual basis.

20.4 Shoe Allowance

An employee who is required to wear safety shoes as a regular part of his/her duties will be provided safety shoes through a voucher process with a yearly limit of $200.

20.5 Job Descriptions

A joint task force of the Employer and Union shall review, change, and/or develop new job descriptions as necessary for the classifications listed in Appendix A of this Agreement.

20.6 Vehicle Usage Reimbursement

Employees who use their own vehicles on the Employer's business shall be reimbursed at the Internal Revenue Service rate currently in effect.

20.7 Personnel Files

The employee or his/her representative (if the employee so authorizes in writing) may examine the employee's personnel files, including the division personnel file and the permanent personnel file by contacting WTD Human Resources staff. Only appropriate information shall be maintained in an employee's personnel file.

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

20.8 Performance Evaluation/Development Review

The Employer shall maintain a system of employee performance evaluations/development reviews designed to give a fair evaluation of the work performed by the employee and to guide the professional development of the employee to meet business and individual needs.

The Employer and the Union shall jointly develop the performance evaluation/development

system to be used. The Employer will provide training on the appropriate use of the performance evaluation/development review process.

Employee's performance shall be evaluated once per year. A copy of the final evaluation will be provided to the employee, and a copy will be placed in the employee's permanent personnel file. The employee will be given an opportunity within thirty (30) days of the evaluation to attach comments to the evaluation in the personnel file.

An employee may appeal the evaluation to the Section Manager if he/she disagrees with the ratings.

20.9 Legal Counsel

Whenever an employee is named as a defendant in a civil action arising out of the performance of the employee's duties and is acting within the scope of employment, the Employer shall, at the written request of the employee, furnish counsel (or solely at the Employer's discretion, reimburse the employee the cost of their private counsel) to represent the employee to a final determination of the action, without cost to the employee.

20.10 Drug and Alcohol Testing Policy

The parties have agreed to implement the "Policy for King County Prohibited Drug Use and Alcohol Misuse Education and Testing Program" (PER 15-1-2 Non-Safety Sensitive Employees and PER 15-2-2 Safety Sensitive Employees hereinafter, "Drug and Alcohol Testing Policies") for employee's occupying non-safety sensitive and safety sensitive positions with the following modifications or additions:

A. All bargaining unit employees assigned to safety sensitive positions shall be included in a single random testing pool of County employees (i.e., A bargaining unit member receiving compensation for carrying a commercial license (CDL).

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

C. When available, a second supervisor will observe a reasonable suspicion test and complete related forms in accordance with the Drug and Alcohol Policies. For additional

information, review the King County Drug Use and Alcohol Misuse Education and Testing Program Policies Handbook.

20.11 Job Shadow

Employees may be permitted to "Job Shadow" on a voluntary basis. Job Shadowing shall be conducted during off duty time and without compensation. The off-duty employee shall be permitted to observe only and may not perform work of any kind. Job shadowing must be approved in advance by the Supervisor of the affected area. Such approval shall be in writing with copies forwarded to WTD-HR, and the Union.

Injuries sustained during a job shadow activity are not subject to worker's compensation.

Job shadow participants will be required to observe all safety rules and wear appropriate personal protective clothing/equipment.

In the event that emergency circumstances arise while an off duty employee is engaged in a job shadow activity and the assistance of the off-duty employee is required, the employee will be paid at his/her regular or overtime rate, whichever is applicable.

20.12 Vashon Island

Residence on Vashon Island may be required, as a condition of employment, for positions located at the Vashon Island Wastewater Treatment Plant. Employees who transfer to the Vashon Island Treatment Facility will be given a reasonable amount of time to establish residency on Vashon Island, if it is required.

ARTICLE 21: SAVINGS CLAUSE

A. Should any section of this Agreement or any addenda thereto be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby. In the event the Employer and the Union are unable to mutually agree upon language to replace that held invalid by law or tribunal, the parties agree to resolve their disagreement through the mediation and arbitration steps of the Article 10 - Conflict Resolution Procedure.

B. It is intended that this Agreement and the Employer's established personnel policies, rules, and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in

conflict with this Agreement, their provisions shall be applicable to employees in the bargaining unit. Wherever a conflict may arise between said personnel policies, rules, and regulations, and this Agreement, the provisions of the Agreement shall control.

ARTICLE 22: CONTRACTING OUT

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

In the case of a circumstance that is beyond the control of the Employer at the time action is required, that could not reasonably have been foreseen, and for projects which the Employer is not reasonably able to provide the necessary tools, employees, or equipment to perform the work in a timely and cost effective manner, the Employer shall be allowed to enter into temporary contract arrangements for these purposes only. The Employer shall notify a work site leader and/or the Local 925 business representative in advance and discuss the impact of and possible alternatives to these arrangements, if any, on the bargaining unit.

ARTICLE 23: TERM OF AGREEMENT

This Agreement shall become effective, upon full ratification by the parties (except where otherwise provided for in this Agreement) and shall remain in effect through June 30, 2017.

APPROVED this 27 day of JUNE, 2014.

By: _____

King County Executive

For Service Employees International Union, Local 925:

_____
Tyler Bass, Field Director

_____
Bryce Van Werven, Chapter President

_____
Denise Chanez, Bargaining Team Representative

_____
Suzanne Potts, Bargaining Team Representative

_____
Robert Goucher, Bargaining Team Representative

_____
Gerald Hannon Jr., Bargaining Team Representative

_____
Robert Emery, Bargaining Team Representative

APPENDIX A

COST OF LIVING ADJUSTMENTS AND WAGES

A. Classifications and Rates of Pay

The classifications covered under this Agreement shall be compensated on the County's Squared Salary Table on the ranges set forth below:

cba Code: 011 **Union Code: A2**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
9440300	942402	Crew Chief	53	2-4-6-8-10
9101100	912103	Custodian	37	2-4-6-8-10
9101000	912001	Custodian - Assistant	26	2-4-6-8-10
9200100	921101	Gardener	43	2-4-6-8-10
9200200	921201	Gardener - Senior	48	8-10
7540700	954000	Helper (Seasonal)	30*	2-4-6-8-10
8423100	844101	Industrial Engine Mechanic	55	2-4-6-8-10
8301100	831101	Industrial Instrument Technician	57	8-10
8301200	831201	Industrial Instrument/Electrical Technician - Lead	61	10
8424100	844201	Industrial Lubrication Systems Specialist	51	2-4-6-8-10
8421100	842401	Industrial Machinist	55	2-4-6-8-10
8421200	842501	Industrial Machinist/Mechanic - Lead	59	10
8203100	822201	Industrial Maintenance Electrician	57	8-10
8420200	842201	Industrial Maintenance Mechanic	51	4-6-8-10
8420300	842301	Industrial Maintenance Mechanic - Master	55	8-10
8420100	842101	Industrial Maintenance Worker	42	6-8-10
8106100	812104	Industrial Painter	51	2-4-6-8-10
2211100	221503	Inventory Purchasing Specialist I	42	1-2-4-6-8-10
2211200	221606	Inventory Purchasing Specialist II	46	2-4-6-8-10
2211300	221705	Inventory Purchasing Specialist III	49	10
7532100	754301	Process Laboratory Specialist I	48	2-4-6-8-10
7532200	754401	Process Laboratory Specialist II	52	2-4-6-8-10
7532300	754501	Process Laboratory Specialist III	56	2-4-6-8-10
2334100	234102	Safety and Health Administrator I	43	2-4-6-8-10

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
2334200	234201	Safety and Health Administrator II	48	2-4-6-8-10
2334300	234301	Safety and Health Administrator III	54	2-4-6-8-10
2334400	234405	Safety and Health Administrator IV	63	2-4-6-8-10
7120100	713102	Wastewater Process Analyst I	54	2-4-6-8-10
7120200	713202	Wastewater Process Analyst II	59	2-4-6-8-10
7120300	713301	Wastewater Process Analyst III	64	2-4-6-8-10
7130100	711204	Wastewater Process Engineer I	57	2-4-6-8-10
7130200	711303	Wastewater Process Engineer II	66	2-4-6-8-10
7130300	711404	Wastewater Process Engineer III	70	2-4-6-8-10
4210100	421309	Wastewater Support Specialist	43	1-2-4-6-8-10
7540200	756202	Wastewater Treatment Operator	51	1-2-4-6-8-10
7540300	753602	Wastewater Treatment Operator - Senior	55	8-10
7540400	756402	Wastewater Treatment Operator - Senior in Charge	60	9
7540100	756101	Wastewater Treatment Operator-in-Training	38	6-8-10
7540600	756601	Wastewater Treatment Utility Worker I	37	2-4-6-8-10
7540900	756902	Wastewater Treatment Utility Worker II	43[1]	2-4-6-8-10

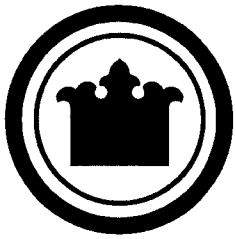
* Helper employees in the Supported Employment Program will be paid ninety-five percent (95%) of the appropriate step of Range 30.

[1] Prospective step placement on new range upon implementation of this agreement. Step placement on new range: closest step on new range not resulting in a decrease. Employees at Step 10 at the time of implementation of this agreement for more than 1 year will be step placed at Step 10 of the new range.

Teach/Lead/Coach (TLC) Handbook

King County
Wastewater Treatment Division and
Service Employees International Union, Local 925

Revised (8/5/04)



King County

Clean Water - A Sound Investment

I. GUIDING PRINCIPLES

- Recognizing positive and corrective work performance and behaviors.
- Partnership between supervisor/shop steward, working together for the benefit of the individual.
- Taking personal responsibility.
- Non-judgmental
- Solution-oriented
- Resolving issues at lowest level possible.
- Consistent approach.
- Defined responsibilities.
- No surprises.
- Collaborative working relationship
- Positive Strive for a "win/win" situation
- Minimize need for manager-level decision making
  Pass along information to managers
  Leave decision making to supervisors
  Manager may set boundaries
- Open communication - everybody involved
- Minimize personality-based decisions
- Utilize training
- Mediator role depends on issue
- Forget the past and deal with the present issue

II. WHAT IS TLC?

- TLC is positive and/or corrective feedback.
- TLC is a supervisor giving feedback about the employee's performance or behavior.
- TLC is also known as: inform, advise, discuss, comment, counsel, guide, instruct, educate, direct, recommend, remind, manage, explain, clarify, etc.
- TLC is informal or formal feedback (immediate feedback with employee or a scheduled meeting).
- TLC is oral or written feedback, or both.
- TLC is documented in the supervisor's log or supervisor's personal working file (not in official personnel file or plant personnel file).
- TLC is non-disciplinary, but if employee's performance or behavior does not improve, TLC documentation can be used toward discipline.

III. WHEN SHOULD TLC OCCUR?

- TLC should occur when an employee's performance is positive.

Example: Today, I received a compliment from Bob about your work on the Hydraulics class. He appreciated how you were able to gather and organize the information by the deadline, and present it in a logical, understandable manner.

- TLC should occur when an employee's performance or behavior requires correction. Example: Today, I received a concern from Bob regarding your work on the Hydraulics class. He said you had a deadline of 2 weeks to develop the curriculum. You assured him that it was going to be ready on time. The day it was due, you asked Bob for a 2-day extension. Tell me what happened?

IV. ROLES

Desired Approach

- Acknowledge positive performance by individuals and teams
- Collaborative working relationship
- Positive Strive for a "win/win" situation
- Minimize need for manager-level decision making
  Pass along information to managers
  Leave decision making to supervisors
  Manager may set boundaries
- Open communication - everybody involved
- Minimize personality-based decisions
- Utilize training
- Mediator role depends on issue
- Non-judgmental
- Solution-oriented
- Forget the past and deal with the present issue

Role of the Manager

- Acknowledge positive performance by individuals and teams
- Decision maker if efforts to problem solve are unsuccessful between supervisor, shop steward and employee; situational
- Mediator; mediate not arbitrate; situational
- Supporter of process;
  Resource provider
  Leader of the process
  Take ownership
  Committed to the success of the process
- Enhance lowest level resolution of problem;
- Enhance the lowest level of process
- Keep the process moving; keep problem resolution process going and on track

- Facilitator
- Setting boundaries
- Options are options and not decisions. Keep mind open to possibilities
- Situational Roles
  -Facilitator - keep on track
  -Decision maker
  -Mediator not arbitrator
  -Supporter/leader committed to success
- Has the option to push the process back down to the lower level of supervisor / shop steward / co-worker(s) once issues have been heard

Role of the Supervisor

- Acknowledge positive performance by individuals and teams
- Facilitator
- Share information collaboratively
- Identify issues/problems and alternatives to solve problem
- Investigate identified problems
- Proactively involve shop steward at appropriate level of concern
- Work out problem together. Work with shop stewards and employees
- Coach individual
  a. Set expectations
  b. Explain problem
  c. Help identify resources
  d. Referrals (to EAP, etc.); involve shop steward
- Keep the process moving
- Seek agreement by all involved; if no agreement, refer to the manager
  Document agreements
  Document follow-up
- Proactively inform stakeholders (i.e., stewards, employee, etc) if expectations not being met.

Role of the Lead &/or Senior-in-Charge

- Assist supervisor with acknowledging positive performance
- Identify issues/problems and alternatives to solve problem
- Share information collaboratively
- Work with supervisors and employees to solve problems
- Focus on problem or issue. Avoid personal or historical problems.
- Coach the individual.
- Assist in resolving issues by involving the employee and also involving the supervisor and/or shop steward.

Role of the Shop Steward

- Assist supervisor with problem identification and alternatives to solve problem
- Share information collaboratively
- Keep the process moving
- Work with supervisors and employees to solve problems
- Mediate between supervisor and employee
- Focus on problem or issue. Avoid personal or historical problems
- Witness and document agreements (May assist with coaching/mentoring)

Role of Team Members Involved

- Acknowledge positive performance by individuals or team
- Identify issues/concerns and alternatives to solve problem
- Share information collaboratively
- Identify alternatives/solutions and recommend to supervisor and shop steward
- Keep the process moving

Role of the Union Business Representative

- Provide information and resources

WHERE IS THE TLC/DISCIPLINE LINE?

A. NON-DISCIPLINE	DISCIPLINE
Teach/Lead/Coach	Oral reprimand
	Written reprimand
	Suspension
	Demotion
	Termination
• TLC is meant to address violations of rules of minor significance or unsatisfactory work performance that can be normally corrected through counseling or training. • TLC is non-disciplinary, but if employee's performance or behavior does not improve, TLC documentation can be used toward discipline. • Tools: written reminders, performance improvement plan (PIP), etc.	• Discipline is meant to address violations of rules of major significance or continuing minor violations or continuing failure to meet expectations. • Tools: performance improvement plan (PIP), etc.

PERFORMANCE IMPROVEMENT PLAN

ISSUE:

SUPERVISOR'S EXPECTATIONS:

ACTION STEPS TO RESOLVE ISSUE:

DATE BY WHICH ACTION STEPS ARE TO BE COMPLETED:

_____

SUPERVISOR'S RESPONSIBILITIES TO ENSURE PLAN WORKS:

_____

_____

_____

_____

EMPLOYEE'S RESPONSIBILITIES TO ENSURE PLAN WORKS:

_____

_____

_____

_____

NEXT MEETING(S) TO ASSESS PROGRESS:

_____

We have mutually agreed upon this Performance Improvement Plan:

_____ _____

Supervisor's signature Date

Employee's signature Date

cc: Supervisor
Employee
Union
WTD HR

APPENDIX C

Wastewater Treatment Division

And

SEIU 925

Labor Management Committee

Charter

March15, 2011

APPENDIX C

- **Contract language**

See Article 1 of the collective bargaining agreement

- **Purpose**

The Labor Management Committee was created as a forum to provide ongoing changes and continuous improvements in the workplace. Issues are to be discussed in an interest based, collaborative manner.

The Employer and the Union have established an ongoing process to identify each party's issues which may result in revisions to the current labor agreement and can address other matters mutually agreed upon between the parties. This will not include unresolved grievances.

To accommodate this process, the role of the Labor/Management Committee (LMC) is to deal jointly with areas of mutual interest to all parties, to move all parties toward a shared vision of a productive work place, and to oversee the tasks and/or committees called for in the labor agreement.

Representation

- **Union –**
  The union chapter president and the SEIU organizer representative; any 2 of the SEIU representatives from East and West plants.
- **Employer –**
  Assistant Division Director, Division HR Manager, Employee Labor Relations Representative,1 Wastewater Treatment Division Section manager; 1 member Office of Labor Relations and a representative from maintenance and operations.
- **Alternates –**
  Are acceptable if they are briefed in advance by their team.

- **Quorum requirements –**
- **Union:** Chapter president or SEIU organizer representative and 2 members
- **Management:** 1 person from Human Resources, 1 person from Operations, and if a contract matter 1 person from Office of Labor Relations.
  - In the event that a quorum is not achieved the LMC meeting will proceed with members sharing information and conducting administrative activities. All due effort shall be made by each member of the LMC to attend each meeting.

- **Frequency and length of meetings**
  - Establish a yearly meeting schedule which will be meeting the third Tuesday of every month from 9:15 – 11:15 and rotating between West Point and the Renton Plants.

- **Guests or subject matter experts**
  May attend but LMC members need to be informed when the agenda is set in advance of the meeting.

- **Agendas**

APPENDIX C

❑ Scope

Responsibilities of the LMC

- ❑ To identify issues of mutual interest.
- ❑ Maintain and improve labor/management relations.
- ❑ Identify and solve problems.
- ❑ Provide a forum to exchange information.
- ❑ Maintain a work program and schedule.
- ❑ Post minutes on intranet.
- ❑ Perform other duties as mutually agreed.
- ❑ Identify members of subcommittees to address issues as assigned by the LMC

Authority for Contract Amendments

- ❑ Decisions resulting in amendments to the Agreement involving wages, hours, and working conditions will require participation by representatives of Local 925 and Office of LR.
- ❑ On the issues involving wages, hours and working conditions, the Local 925 representatives on the LMC will go to its membership for a vote.
- ❑ On matters which are more routine where the contract is silent, the LMC will make the decisions.

The role of the Labor Negotiator for the Office of Labor Relations

- ❑ The LR representative will measure impacts of proposed changes being considered by the LMC on other contracts within King County.
- ❑ The LR representative speaks on behalf of the King County Executive regarding labor relations issues and will share with the LMC whether issues it proposes to take up will need review from other levels of management and/or Council adoption.

❑ Establishing agendas

- ❑ Proposed items for the agenda will be submitted to any LMC member.
- ❑ The agenda will identify whether the item is for decision, discussion, or education/information. Issues may not be discussed at the first meeting except to determine when and where the matter should be discussed.
- ❑ Parties to the LMC will manage issues which are brought to their representatives. A standing agenda item will allow for the possible introduction of last minute and/or new agenda items; however, LMC members agree not to abuse this.
- ❑ The person submitting an issue will be urged to read the meeting notes and stay updated regarding the progress of their issue. A response will be given concerning the issue within 90 days of being scheduled as an agenda item.
- ❑ A draft agenda will be sent out a week in advance.
- ❑ The agenda will be reviewed at the beginning of the meeting in case there are additions.

APPENDIX C

- **Facilitation**
  - **Responsibilities**
    - Serves in an impartial manner as to outcome of issues.
    - Promotes the interest-based process.
    - Prepares and distributes DRAFT meeting agendas.
    - Keeps committee on track to the issues and discussion points.
    - Promotes appropriate and full participation by all members.
    - Sends out requests for agenda items

  - **Who** – King County Alternative Dispute Resolution Program

  - **Minute-taking**
    - Management will provide a minute taker
    - The minutes shall not reflect the names of committee members when presenting discussion on an item.
    - Create meeting summary which will include (a) Standing Agenda Items; (b) To Do's; (c) Decisions Made; (d) Items Deferred to Bargaining.
    - Circulate summary to all committee members.
    - Gather comments.
    - Post approved minutes on the LMC intranet site.

  - **Minute approval**
    - The LMC note taker will send out a draft of the minutes within one week after a meeting.
    - LMC representatives will have one week to review the draft minutes after receiving them, and make proposed changes, if any. At the next LMC meeting the minutes will be reviewed, amended and approved.

  - **Minute distribution**
    - Approved meeting minutes will be sent out for distribution by the note taker and posted in the WTD HR folder on the Intranet within one week.

- **Communication with Others**
  - **Receiving input from constituency groups**
    - Subcommittees and ad hoc task forces may be formed and will be given written charter and guidelines, including copies of LMC ground rules and procedures, and briefing on these rules and procedures as needed.
    - Subcommittees and ad hoc task forces must include at least one LMC member as one method of creating linkages with the LMC.
    - Subcommittees and ad hoc task forces shall use consensus decision-making.

- **Ground rules**
  - **Shared behavioral expectations**

APPENDIX C

- ❑ The committee members shall abide by internal ground rules.
- ❑ Show respect to fellow committee members inside and outside the meeting.
- ❑ Either party may call a caucus.
- ❑ Minimize side conversations.
- ❑ Be ready to start on time.
- ❑ Show up. Plan to attend the entire meeting or inform others in advance of your schedule conflicts. Notify a team member if you are unable to attend.
- ❑ Be honest; inform another member of a concern privately when necessary for tact.
- ❑ Support the group's decisions outside the meeting.
- ❑ Avoid reopening previous decisions; however, decisions may be reopened by written request with an explanation and a consensus decision to do so.
- ❑ Agenda identifies anticipated decisions; if a member needs to be present, they may request prior to the meeting that the item be deferred.
- ❑ Verify that there is consensus.
- ❑ It is a responsibility of all committee members to make the collaborative, interest-based process work and be held accountable for doing so.
- ❑ Lighten up; have fun!
- ❑ LMC members agree not to circumvent the LMC collaborative, interest-based decision making process.

❑ **Decision-making**

❑ **Consensus**

- ❑ Decisions will be made by consensus. Consensus is achieved when everyone in the group reaches a decision with which they can live and which they are willing to support.
- ❑ If a decision is not reached after discussion at 3 meetings the mediator will evaluate the situation.
- ❑ If the issue cannot be resolved it will be added to the agenda for the next collective bargaining negotiations, or raised through other appropriate channels.

❑ **Definition and testing mechanism for decision making**

- ❑ Recognizes impacts to existing programs. *(No unforeseen negative impacts or at least an attempt to identify impacts)*
- ❑ Legal
- ❑ Benefits outweigh the negative impacts.
- ❑ To the extent possible, the proposal is cost-effective.
- ❑ Improvement over existing practices.
- ❑ Supports business and employee needs.
- ❑ Feasible.
- ❑ Improves the labor-management relationship.
- ❑ Ratifiable. *(But, not required to go out for a vote)*
- ❑ Understandable *(Requires communication with the membership)*
- ❑ It's the right thing to do.

❑ **Other**

APPENDIX C

Signature Page

King County Labor Representative

Ida Kovacic

SEIU Organizer Representative

May 17, 2011

Date

ATTACHMENT 1

WTD SEIU 925 LMC regarding an Operator in Training Pilot Program

The Wastewater Treatment Division and the Service Employees International Union (SEIU), Local 925 recognizes the need for recruiting diverse candidates for the Wastewater Operator classification. It is recognized that the Wastewater Treatment Division has critical staffing needs for experienced and technically proficient Wastewater Treatment Operators.

In an effort to prepare for succession planning and to share the knowledge held by long term employees, an Operator in Training Pilot Program has been established. The anticipated benefits for this pilot program will expand workforce diversity, candidate pool and opportunities for current staff while maintaining a limit of Full Time Employees (FTE's).

Additional benefits to WTD would include savings in recruiting and selection process for future operator positions and reductions in time to fill positions.

King County Wastewater Treatment Division will implement the current contract language as follows as it relates to the pilot training program, for new temporary employees and existing employees wishing to avail themselves of the training opportunities.

1. Management will establish positions for short-term temporary (STT) Utility Workers which will be represented by SEIU, Local 925.

    a. These short term temporary employees will be limited to 6-months of full-time employment (1040 hours), as such they will not be eligible to receive benefits, they will not be members of the King County Career Service, and will be considered as hired in "at will" status.

2. Management will recruit candidates, focusing on diversity, non-traditional candidates and veterans to meet Equity and Social Justice (ESJ) goals.

    a. Recruitment and selection will include demonstration of aptitude and interest in Wastewater treatment operations career, including the ability to work shift schedule, and at any WTD location. A shift or location change will be subject to two week's advanced notification. All attempts will be made to identify location assignments with as much advanced notice as possible.

    b. Current career service employees represented by SEIU 925 who express an interest and aptitude for the operator in training classification will be given an opportunity to apply for a special duty assignment. Internal candidates placed in the pilot program would be subject to the same requirements to work any shift at any WTD location for the duration of the assignment. Three special duty assignments will be available to fill with internal candidates.

3. The Pilot project STT Utility worker I will be hired at range 37, step 2 (entry)

    a. The STT Utility Worker may be released at any time during the pilot program. The STT employees may not grieve or appeal discharge or discipline under the collective bargaining agreement.

    b. Career service employees assigned to special duty in the OIT Training Pilot Program will be compensated consistent with Article 8.6 of the collective bargaining agreement. A special duty assignment in the OIT Training Pilot Program may be revoked at any time at the discretion of the Section Manager, and employees may not grieve or appeal the decision to return them to their regular position.

4. These Pilot project STT Utility Workers will be given assignments, basic training, on the job training and access to study materials in order to assist them to qualify for WA Department of Ecology (DOE) certification as operator-in-training (OIT), which the Pilot Program Utility Worker will be required to secure within 6 months of hire.

5. If the Pilot Program Utility Worker is unable to obtain certification within 6 months, the Pilot Program Utility worker will be released with no rights to the appeal or grievance process. A regular employee participating in the program will be returned to his/her regular classification.

6. If the Pilot Program employee does obtain the DOE OIT certification, the employee will be directly hired to a term-limited temporary Operator In Training (OIT) position and assigned to a shift crew at any location (East, West, BW, Offsite etc),

    a. The TLT OIT employee may be moved to any shift or location for the duration of the TLT assignment. A shift or location change will be subject to two week's advanced notification. All attempts will be made to identify location assignments with as much advanced notice as possible.

    b. The TLT OIT may be released at any time during the pilot program. TLT employees may not grieve or appeal discharge or discipline under the collective bargaining agreement.

    c. A regular employee in a Pilot OIT training assignment may be moved to any shift or location for the duration of the TLT assignment. A special duty assignment in the OIT Training Pilot Program may be revoked at any time at the discretion of the Section Manager, and employees may not grieve or appeal the decision to return them to their regular position.

    d. A TLT OIT will not be used to backfill any Career Service position.

7. Wage placement upon transition to TLT OIT will be range 38, step 6 which is the entry level salary.

8. The TLT for the OIT will be established for two years during which time the OIT is expected to obtain WA DOE Operator Group I certification.

    a. If the TLT OIT employee cannot obtain group 1 certification within 2 years, the OIT will be released, or the regular employee will be returned to his/her regular classification and work assignment.

9. Subsequent to the attainment of the Group I license, the TLT OIT will be encouraged and eligible to apply for any Operator vacancy within the division. Protocol for consideration will be:
    Contract language regarding seniority for transfer placement
    Internal competitive, including TLT OITs
    Reassignment and/or review and placement
    Application and placement in other positions and classifications will be pursuant to contract language

10. A TLT OIT who has not had the opportunity to be placed in a career service operator position, may at management's discretion have the term of the TLT assignment extended in six month increments up to one additional year (three years total).

    a. TLT OIT will receive annual performance feedback and be eligible for discretionary step increase on his/her anniversary date.

    b. A regular employee acting in an OIT position may not be extended beyond two years.

11. A TLT OIT who does not obtain career service employment at the end of the OIT term will be released.

    a. A TLT OIT may be released at any time during the pilot program. TLT employees may not grieve or appeal discharge or discipline under the collective bargaining agreement.

ATTACHMENT 2

Wastewater Treatment Division Operations and Maintenance Standards
Benefit Time

1. **Benefit Time – General**

   A. While it is recognized that employees may occasionally need to be off work due to unforeseen circumstances, unscheduled time-off is detrimental to the efficient operations of the Wastewater Treatment Division. Use of unscheduled time off may be approved but will be monitored for the number and type of usage, and will be subject to discipline if the thresholds described in this standard are exceeded.

   B. Supervisors will monitor and track their employees' use of Benefit Time (BT) and time off and maintain appropriate records. Use the attached BT Log to record and track incidents.

   C. All occurrences of unscheduled absence will be recorded as incidents and subject to the conditions established in this standard.

   D. Supervisors, with input from their business teams, will establish and maintain minimum daily staffing levels subject to approval from the Section Manager.

2. **Scheduled Benefit Time**

   A. Article 15.3, section C of the contract between King County and Local 925 states, "Employees are required to submit requests and receive approval for scheduled time off as far in advance as possible to facilitate business team planning, but at least prior to the end of the previous shift/workday."

   - Any time off scheduled in accordance with this article will be considered scheduled and not subject to "incident tracking". Benefit time used in this fashion will not negatively impact eligibility for the Attendance Award Program.

   - **If a person schedules time off, they are expected to take that time off unless arrangements are made with their supervisor to return to work sooner than scheduled.**

3. **Unscheduled Benefit Time**

   A. In order to gain approval for **unscheduled time off,** employees are required to call in to Main Control at least 30-minutes before the start of their shift/workday and give notification that they will not be in, or they will be late, and provide a general reason why (personal illness or injury, sick child, vacation, etc.). Main Control will log all call-ins, recording the employees name, time of the call-in, and the reason given for the call-in. (The reason must be recorded to comply with FMLA/KCFML)
   - Business Teams may establish call-in requirements longer than 30-minutes based on like Business Team needs, subject to approval from the Section Manager.
   - If an employee calls in and expects to be gone for more than one (1) day, the employee may contact his/her supervisor and request/schedule additional days off. The first day shall be unscheduled time-off. The supervisor may grant those subsequent days as scheduled time off. The entire period of approved absence shall be defined as one "incident".
   - In the event of legitimate unforeseen personal emergencies, supervisors will have the discretion, with Section Manager's approval, to waive the application of an incident, or penalty for unscheduled benefit time. Waiver requests forwarded by a supervisor to a section manager will be reviewed for consistent and fair application of the standard by the supervisor.

- Supervisors may approve time off with less notification than the minimum time required to qualify as scheduled time off. (i.e. asking in the morning to take the afternoon off). Approval of these requests is at the discretion of the Supervisor in consideration of workload and Business Team needs. The intent is to recognize that such approved time off is considered *scheduled.*
- Comptime usage must be scheduled. There is no use of Comptime allowed for unscheduled leave.

B. **Call-in Standards** - The following describes the procedures and consequences for reporting unscheduled absence from work.

- **On-time Call-ins**

  - Call-ins made at least 30 minutes prior to the start of the shift (or as established by the Business Team) will be approved by the supervisor and Unscheduled Benefit Time (UB) will be charged to account for the missed time.
  - The seventh incident of unscheduled, on-time call-in in a twelve-month period will result in progressive discipline.
  - The supervisor will use Teach Lead Coach (TLC) up to the seventh incident to reinforce the importance of scheduling leave.

- **Late Call-ins**

  - Call-ins made less than 30 minutes (or as established by the Business Team) prior to the start of the shift will be considered late call-ins.
  - Employees will be allowed to use unscheduled Benefit Time (UB) for the first two incidences of late call-in in a twelve-month period. The third and subsequent incidences of late call-in will be unapproved and unpaid for the time missed. (UA)
  - The supervisor will use TLC upon the first incident of late call-in to reinforce the importance of calling in on time.
  - The fourth incident of late call-in in a twelve-month period will result in progressive discipline.

- **Failure to Call-in**

  - Call-ins not made at all, or made after the start of the shift will be considered failure to call in at all and will be unexcused time off. All unexcused time off will be documented as an unexcused absence and therefore, unpaid time.
  - Supervisors may inform an employee who has failed to call-in on time not to report for work if their duties have already been back-filled. In this instance, all time away from work will be an unexcused absence, and therefore unpaid time.
  - The supervisor will use TLC upon the first incident of failure to call-in to reinforce the importance of calling in on time.
  - The second incident of failure to call-in in a twelve-month period will result in progressive discipline.

- **Late call–in and Failure to call-in incidents are cumulative.** On-time call-in incidents will not be counted towards number of incidents of late call-in. However, when tracking an employee's incident history, late call in and failure to call in will be applied toward the limit

of six incidents before starting progressive discipline for on-time call-ins. In general, each call-in is considered an incident. If an employee calls in and indicates that they will be off for multiple consecutive days, it is considered a single incident.

- **Tracking Late Call-Ins for Exempt Personnel.** While FLSA exempt employees are not tracked on an hour-for-hour basis, they are required to be at work during a scheduled time frame or must have prior supervisory approval. Failure to be at work when scheduled is a performance issue; however, FLSA rules prevent reductions in pay except under very limited circumstances.

The following chart describes the impacts of each incident of unscheduled Benefit Time.

Type	Incident # 1	#2	#3	#4	#5	#6	#7+
On-time Call-in, *Calls at least 30 mins. prior to start of shift, or as established by Business Team.*	Unscheduled BT charged. Discussion and Standards Reminders.				Unscheduled BT charged. TLC Session.		Unscheduled BT charged. Progressive Discipline.
Late Call-in *Calls later than 30 minutes (or as established by Team) prior to start of shift*	Unapproved, but may use unscheduled BT. TLC Session.		Unapproved, no pay (UA). TLC Session.	Unapproved, no pay (UA). Progressive Discipline.			
Failure to Call-in *Fails to call before scheduled start time to report tardiness or absence.*	Unapproved, no pay (UA). TLC Session.	Unapproved, no pay (UA). Progressive Discipline.					

4. **Exhaustion of Benefit Time**

A. Disciplinary action will result if an employee depletes their BT and goes into unapproved UA. Or LX. However, Supervisors have the discretion to approve leave without pay (LW) in circumstances where the employee has not had the opportunity to accumulate BT due to being newly hired and/or coming off FMLA/KCFML. This must be done with the approval of the Section Manager

- Exhausting your Benefit Time or Comp Time during an approved absence from work will be identified by the payroll system as Leave Exhausted (LX) and may be subject to progressive discipline

- Supervisors will advise their employees to maintain an adequate BT balance to cover any unforeseen assignment or circumstance that could cause them to go into UA. (i.e. being assigned to cover a shift position on a short hour week.).

5. **Time Sheet Codes**

A. The following is a glossary of leave codes

Leave Type	Earning Type	Time Reporting Code
Scheduled Benefit Time	BT	
Unscheduled Benefit Time	UB	
Approved Leave without Pay	LW	
Unapproved, Unpaid Leave	UA	
Generated Unpaid Leave when BT exhausted	LX	
Compensatory Time Used	CT	

ATTACHMENT 2

Wastewater Treatment Division Operations and Maintenance Standards
Benefit Time

BT STANDARDS CALL-IN LOG

Type	Incident # 1	#2	#3	#4	#5	#6	#7+
On-time Call-in, *Calls at least 30 mins. prior to start of shift, or as established by Business Team.*	Unscheduled BT charged Discussion and Standards Reminders				Unscheduled BT charged TLC Session		Unscheduled BT charged Progressive Discipline
Late Call-in *Calls later than 30 minutes (or as established by Team) prior to start of shift*	Unscheduled BT charged TLC Session		Unapproved, no pay (UA) TLC Session	Unapproved, no pay (UA) Progressive Discipline			
Failure to Call-in *Fails to call-in prior to scheduled start time to report tardiness or absence.*	Unapproved, no pay (UA) TLC Session	Unapproved, no pay (UA) Progressive Discipline					

Supervisor's Log for employee:

Inc. #	Date	Time Called	On-time Call-in	Late/Failure to Call (counts toward # of on-time incidents)	Reason/Comments/Disposition
1			☐ on-time, use BT	☐ late call, use BT, TLC ☐ failure to call, use UA, TLC	
2			☐ on-time, use BT	☐ late call, use BT, TLC ☐ failure to call, use UA, Prog. Disc	
3			☐ on-time, use BT	☐ late call, use UA, TLC ☐ failure to call, use UA, Prog. Disc	
4			☐ on-time, use BT	☐ late call, use UA, Prog. Disc ☐ failure to call, use UA, Prog. Disc	
5			☐ on-time, use BT, TLC	☐ late call, use UA, Prog. Disc ☐ failure to call, use UA, Prog. Disc	
6			☐ on-time, use BT, TLC	☐ late call, use UA, Prog. Disc ☐ failure to call, use UA, Prog. Disc	
7			☐ on-time, use BT, Prog. Discipline	☐ late call, use UA, Prog. Disc ☐ failure to call, use UA Prog. Disc	