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

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DEFINITIONS

Definitions that apply to this Agreement are found under KCC 3.12.010. Where there is a difference between the Code definition and a definition below, the Code will prevail. In addition to Code definitions, below are additional definitions that pertain solely to this Agreement. If a County Code definition change is made that affects this Agreement, the County agrees to bargain the effects of the change as required by law.

Benefit Eligible Employee - Regular, provisional, probationary and term-limited temporary employees are eligible for insured benefits (e.g. medical, dental, life), paid and unpaid leaves as provided under the terms of this Agreement.

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.

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

Salaried Employee - An employee who occupies a position that is exempt from FLSA overtime pay requirements (also referred to as FLSA exempt employee).

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

Good Standing - An employee who leaves the County other than being terminated for cause if a regular employee or for misconduct if a temporary employee.

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

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

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

Regular Employee - A career service employee.

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

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

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

Vacancy - An unfilled FTE position.

PREAMBLE

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

This document establishes a framework within which the County 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. Both parties agree that this Agreement promotes and provides the flexibility and openness needed to further the goals of improving the work environment, promoting safety and wellness, and productivity initiatives.

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

The 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: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION, SHOP STEWARDS

1.1 Union Recognition

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

1.2 Union Membership

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

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

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

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

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

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

1.3 Union Dues Deduction

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

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

1.4 Shop Stewards, Union Activities and Representation

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

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

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

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

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

ARTICLE 2: NON-DISCRIMINATION

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

2.2 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.

ARTICLE 3: 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 County shall not institute any lockout of its employees during the life of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS AND RESPONSIBILITIES

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

4.2 Management Rights - Enumerated

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

4.3 Payroll System

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

ARTICLE 5: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD

5.1 General

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

5.2 Probationary Period

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

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

5.3 Trial Service Period

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

ARTICLE 6: PERSONNEL ACTIONS

6.1 Job Posting

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

6.2 Special Duty

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

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

6.3 Competitive Promotions

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

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

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

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

6.4 Layoffs of Regular Employees

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

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

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

6.5 Outplacement

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

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

6.6 Recall

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

B. To be eligible for recall, a laid-off employee must keep the County informed of his/her current address and phone number. The County 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.

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

ARTICLE 7: SENIORITY

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

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

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

ARTICLE 8: DISCIPLINARY ACTION

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

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

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

ARTICLE 9: PERFORMANCE APPRAISALS AND PERFORMANCE IMPROVEMENT PLAN

9.1 Performance Appraisals The County 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.

A. 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.

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

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

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

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

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

to make the required improvements

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

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

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

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

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

ARTICLE 10: DISPUTE RESOLUTION PROCEDURES

10.1 Grievance/Arbitration/Mediation

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

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

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

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

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

A. Definitions.

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

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

B. Procedure.

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

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

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

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

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

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

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

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

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

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

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

10.2 Alternate Dispute Resolution Procedures

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

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

B.

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

the Labor Negotiator).

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

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

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

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

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

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

ARTICLE 11: CLASSIFICATIONS AND RATES OF PAY

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

11.1.A Wage re-opener. The parties agree to reopen the contract to negotiate the wage range and step placement if during the term of the Agreement the County implements across the Executive Branch wage range adjustments for non-represented employees in similar classifications and pay ranges.

11.2 The Cost of Living provisions are under Appendix A.

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

Regular employees who are at Step 10 and receive the highest rating on their performance appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of two point

five percent (2.5%), or five percent (5%), above Step 10. This must be re-earned each year.

11.4 Special Duty. A regular employee who is temporarily assigned in writing by his/her supervisor to perform the work of a higher-paying classification for a period of one (1) work day or more for employees paid on an hourly basis or one (1) workweek or more if paid on a salary basis, shall receive a pay increase of approximately five percent (5%), but not more than the maximum of the salary range of the higher classification. Special duty pay may exceed the top of the salary range where the employee is receiving above-Step-10 incentive pay. In those instances, the special duty pay may exceed the maximum of the new pay range by no more than five percent (5%) and shall continue only as long as the incentive pay would have remained in effect.

11.5 Hourly 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 the overtime rate 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. A call-in may be cancelled; however, if the call-in is cancelled less than four (4) hours prior to the scheduled start of the call-in, the employee shall be paid the minimum amount of call-in pay (three [3] hours). 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.

11.6 Hourly 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 or are required to return to work on a day off shall be compensated for the greater of two (2) hours or the actual meeting time at the overtime rate.

ARTICLE 12: HOURS OF WORK AND OVERTIME

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

12.2 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. Rotating shifts 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.

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

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

12.4 Meal and Rest Periods

A. Thirty (30) minute 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. Fifteen (15) minute paid rest periods will be provided approximately midway through each one-half (1/2) shift. Employees assigned to work the eleven and seven tenths (11.7) hour rotating shift will be provided with three (3) fifteen (15) minute paid rest periods during each shift.

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

12.5 Overtime

A. Employees required to work more than their regular workday or workweek 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, if compensatory time is approved by their supervisor, at the rate of one and one-half (1-1/2) times the amount of overtime hours actually worked.

B. Paid benefit time, extended sick leave and compensatory time shall not be counted as time worked for purposes of overtime calculation. The County will provide the Union with at

least thirty (30) days notice of any change in the workweek or payroll week for employees covered by this Agreement.

C. 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 consist of seven (7) consecutive twenty-four (24) hour periods as defined by the County.

D. 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.

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

12.6 Compensatory Time

A. Accrued compensatory time shall be available for the employee's use as paid time off the job. Accrued compensatory time in excess of eighty (80) hours (forty-eight [48] 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 pay stub. Employees may not use compensatory time until it is earned and is shown on the 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 compensatory time or a combination thereof will be considered. However, business needs may prevent the employee from earning compensatory time in lieu of overtime pay. This selection shall be made prior to the employee submitting their time sheet for the pay period in which the overtime was worked. Employees' requests to use compensatory time earned may be denied if such leave would unduly disrupt the County's business operations.

12.7 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.

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

ARTICLE 13: BENEFIT TIME

13.1 General Description

The benefit program has two elements to it: one is Benefit Time (BT) and the other is Extended Sick Leave (ESL). Both programs are for benefit eligible employees and built on the accrual rate table set forth in Section 13.5. This 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. Benefit Time is administered with the understanding that: a) BT is intended to constitute wages earned for services rendered, and b) because business needs may constrain employees' ability to utilize leave, the Agreement provides for a yearly cash conversion of up to one hundred twenty (120) hours of Benefit Time. BT shall not apply to employees in classifications listed under Addendum D.

13.2 Definitions

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

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

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

13.3 Principles

A. The BT 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 BT

usage. The appropriate use of BT rests with the business teams.

13.4 Absence

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

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

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

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

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

13.5 BT ESL Accrual

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

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

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

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

13.6 BT and ESL Accumulation

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

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

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

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

13.7 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 BT at one-hundred percent (100%) and for all accrued ESL at thirty-five percent (35%). Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon terminating County employment.

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

13.9 Holidays

A. All work performed on the following holidays by hourly employees 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 Jr.'s Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

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

13.10 Reopener

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

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

ARTICLE 14: BENEFITS

14.1 Benefit Plan Administration

The administration of the employee benefit plans is the responsibility of the County. The County 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 County may make administrative changes that are necessary or desirable and will notify the Union of administrative changes as they occur.

The County 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 Labor/Management Insurance Committee comprised of representatives from the County and the Labor Union Coalition whose function is to review, study, and make recommendations relative to existing medical, dental, and life insurance programs.

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

14.2 Eligibility

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

14.3 Retirement

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

14.4 Pension Trust

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

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

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

14.5 Workers' Compensation

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

14.6 'Home Free' Guarantee

The County 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, train, 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 County. Employees can exercise their 'home free' guarantee a maximum of eight (8) times per calendar year.

14.7 Prior Ongoing Permanent Savings

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

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

ARTICLE 15: LEAVES OF ABSENCE WITH AND WITHOUT PAY

15.1 Leaves of Absence With Pay

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

- Employee's spouse or domestic partner
- Children of the employee, employee's spouse or domestic partner
- Parents of the employee, employee's spouse or domestic partner
- Siblings
- Grandchildren
- Grandparents
- Son-in-law, daughter-in-law

B. Jury Duty/Subpoena. A benefit eligible 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 County, compensation received from a jury function shall be submitted to the County. 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 twenty-one (21) work days of military leave during each training year. The employee must present orders for active or inactive training duty to his/her supervisor prior to taking leave. The employee may use military leave for weekend reservist duty.

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

15.2 Family and Medical Leave

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

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

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

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

15.3 Military Family Leave

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

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

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

15.4 Domestic Violence Leave

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

15.5 Leaves of Absence Without Pay

Benefit eligible employees may request a leave of absence without pay by presenting a written request 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 County.

15.6 Return from Leave of Absence

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

B. Regular employees will be re-employed in their former classification at the end of the leave, provided the employee is able to perform the work. Seniority, ESL or Sick Leave balance earned, and BT or Vacation Leave 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 the case of Union business leave, employees granted leave will continue to earn seniority.

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

ARTICLE 16: SPECIAL CONDITIONS

16.1 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.

16.2 Professional Registration and Certification Pay.

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

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

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

- Certified Public Accountant
- Project Management Institute Certification
- Certified Internal Auditor
- Certified Maintenance and Reliability Professional

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

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

16.3 Vehicle Usage Reimbursement

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

16.4 Take-Home Vehicles

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

16.5 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.

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

16.6 Legal Counsel

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

16.7 Drug and Alcohol Testing Policy

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

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

C. 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.

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

16.8 Recognition Programs

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

16.9 Safety Standards

A. The County and its employees value a safe working environment and recognize their mutual obligation to maintain safety standards. The County 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 County 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.

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

ARTICLE 17: SAVINGS CLAUSE

17.1 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

17.2 It is intended that this Agreement and the County'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 18: CONTRACTING OUT

18.1 The County shall not contract out 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.

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

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

ARTICLE 19: TERM AND APPLICABILITY OF AGREEMENT

The provisions of this Agreement shall become effective when ratified by the parties, unless a different effective date is specified, and covers the period from November 1, 2010 through October 31, 2014.

APPROVED this 8 day of OCTOBER, 2012.

By: _____

King County Executive

_____

Tracey A. Thompson
Secretary-Treasurer
International Brotherhood of Teamsters Local Union No. 117

ADDENDUM A, ADDENDUM B, ADDENDUM C, ADDENDUM D
Wage Addendum
International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRP
Professional & Technical / Administrative Support

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

ADDENDUM A, ADDENDUM B, ADDENDUM C, ADDENDUM D
Wage Addendum
International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRP
Professional & Technical / Administrative Support

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

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

ADDENDUM A, ADDENDUM B, ADDENDUM C, ADDENDUM D
Wage Addendum
International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRP
Professional & Technical / Administrative Support

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

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

APPENDIX A

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 117
ADDRESSING THE 2011 BUDGET CRISIS

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of $60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks

cba Code	Union	Contract
156	Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and International Brotherhood of Teamsters Local 117 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. <u>2012 COLA</u>
Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

APPENDIX A

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. <u>2014 COLA</u>

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

APPENDIX A

9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson
Secretary-Treasurer

8-29-12
Date

For King County:

P. Cole-Tindall

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

8-30-12
Date