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

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## ARTICLE 1: PURPOSE AND DEFINITIONS

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

**1.2 Definitions.** Definitions that apply to this Agreement are found under King County Code ("Code") 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 the Agreement. If a Code definition change is made that affects this Agreement, the County agrees to bargain the effects of the change as required by law.

**A. 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.

**B. Hourly Employee** - An employee who is not exempt from the Fair Labor Standards Act and is eligible for overtime.

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

**D. Salaried Employee** - An employee who is exempt from the Fair Labor Standards Act and is not eligible for overtime.

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

**F. Transfer** - Movement of an employee from one position to another within the same classification or different classification with the same pay range of the former classification.

## ARTICLE 2: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION, SHOP STEWARDS

### 2.1 Union Recognition

King County (County) recognizes Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters (Union), as the sole and exclusive bargaining representative of all full-time and regular part-time employees whose job classifications are listed in the attached Addendum A. The County agrees to extend recognition of the Union as bargaining representative

for any new or added eligible manager and assistant manager positions that may be created in the future in the Wastewater Treatment Division (Division), in accordance with its PERC recognition.

**2.2 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 constitute just cause for 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.

**2.3 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.

**2.4 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 inform the Division Director/designee upon arrival at the work site being visited.

**B.** The Union will provide the Division 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 and FAX machines and similar equipment for the purposes of contract administration in accordance with applicable County policies. 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 3: RIGHTS OF MANAGEMENT**

The management of the County and the direction of the work force are 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, 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 at time of appointment; determine methods, processes and means for providing services; and take whatever actions are necessary as determined by the County in emergencies declared by the Department Director, County Executive, Governor of the State of Washington, or President of the United States.

**ARTICLE 4: CONTRACTING OUT**

**A.** 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.

**B.** 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.

**C.** 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 a violation of the Agreement. In such instances, the Union shall be officially notified in advance.

## ARTICLE 5: BENEFIT TIME

### 5.1 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 5.5. 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. BT 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 Collective Bargaining Agreement provides for a yearly cash conversion of up to one hundred and twenty (120) hours of BT.

### 5.2 Definitions

**A.** All BT and ESL time is based on a two thousand eighty (2,080) hours per 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 or injury.

**B.** ESL is the bank of time accrued for use during all paid nonscheduled illness or injury exceeding two (2) consecutive scheduled workdays for employees and their dependents, as well as for scheduled paid time off for medical reasons.

**C.** Employees may donate BT and ESL to another benefit eligible employee in accordance with Article 5.8.

### 5.3 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 benefit time usage.

### 5.4 Absence

**A.** Employees are expected to schedule BT as far in advance as possible to facilitate business planning. Employees are expected to notify their supervisor 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.** Salaried employees use accrued BT and ESL 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.

**C.** 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.

**5.5 Benefit Time Accrual and Extended Sick Leave 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.** Annual and bi-weekly totals in the above table are approximations and may vary slightly based on the hourly rate.

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

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

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

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

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

**C.** Current benefit eligible County employees who are new in the unit and who have more than 40 hours of sick leave may convert up to forty (40) hours from their sick leave balance into BT. Any remaining sick leave balance will convert into ESL. For such employees who have less than 40 hours of accrued sick leave, all sick leave accruals will be converted to BT time. Vacation leave balances will convert to BT.

**D.** Unless modified by a VEBA agreement employees who 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.

**5.7 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%), unless modified by a VEBA agreement. 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.

**5.8 Leave Donation**

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

## ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY

**6.1 Leaves of Absence With Pay**

**A. Bereavement Leave.** In the event of death of a member of the employee's family, a benefit eligible employee will be granted three (3) days off with pay. In addition to the bereavement leave granted herein, a maximum of three (3) days ESL 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.** A benefit eligible employee called for jury duty 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. 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 paid by the court will be retained by 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 receive military leave for weekend reservist duty.

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

**E. Military Family Leave.** 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. 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. 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.

**F. Domestic Violence Leave.** Employees who are victims of or family members of 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 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.

**6.2 Family and Medical Leave**

**A.** Up to eighteen (18) weeks of unpaid leave shall be granted to eligible employees for the employee's own serious health condition, or for family care, as provided by County Code.

**B.** The employee must exhaust all 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 80 hours of ESL.

**D.** The County shall continue its contribution to health insurance during the 18 week period of unpaid leave.

**6.3 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.

**6.4 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 and 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 balance earned, and BT accrual rates based upon seniority established at the time of departure on leave of absence shall be restored when the employee returns to work.

**C.** No seniority or benefits will accrue while on a leave of absence without pay. In the case of a leave for the purpose of conducting Union business, employees granted leave will continue

to earn seniority.

**6.5 State Law**

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 7: MEDICAL, DENTAL & LIFE INSURANCE

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

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

**7.3** The Union and 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.

## ARTICLE 8: WAGE RATES

**8.1** The classifications and rates of pay for all employees in the bargaining unit are listed in Addendum A.

**8.2 Total Compensation Agreement**

Upon full ratification of the Memorandum of Agreement titled: Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; And Cost-of-Living Wage Adjustments For King County Coalition of Labor Unions Bargaining Unit Members 2015-2016 ("Agreement") by King County, the full terms and conditions of the Agreement are agreed to and incorporated into this Collective Bargaining Agreement, attached hereto as Appendix A.

**8.3** Regular employees hired at Step 1 of the applicable pay range shall advance to Step 2 on the November 1 following successful completion of their probationary period provided they receive a satisfactory performance appraisal during the annual merit review process. Employees who are at

Step 2 or above shall progress two (2) steps annually on November 1 provided they receive a satisfactory performance appraisal during the annual merit review process until reaching the top step of their salary range. Employees who are at Step 10 and receive an outstanding rating on their performance appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of five percent (5%), above Step 10. The merit increase for eligible employees will be no less than five percent (5%) above Step 10. This must be re-earned each year.

**8.4 Special Duty.**

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

**8.5 Payroll System.** The parties agree the County has the right to implement a common biweekly payroll system, and standardize pay practices and Fair Labor Standards Act's work weeks. 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 9: HOURS OF WORK

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

**Fair Labor Standards Act** - 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. Bargaining unit employees shall be covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and

Professional Employees policy and modifications thereto, and are expected to work the hours necessary to satisfactorily perform their jobs.

## ARTICLE 10: DISPUTE RESOLUTION PROCEDURES

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

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

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

**Step 2** - If the grievance is not resolved, it may be referred in writing within ten (10) workdays following the date of the Division Director's decision to the Director of Labor Relations /designee. If the grievance is not pursued to arbitration within the twenty (20) workdays of the Director of Labor Relations/designee's response, it shall be presumed resolved.

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

**10.4 Arbitration**

**A.** Should arbitration be necessary either after an attempt to mediate the dispute or directly after Step 2, 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 arbitrators furnished by the Federal Mediation and Conciliation Service or the Public

Employment Relations Commission, 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.

**B.** 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.

**C.** 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.

**D.** The arbitrator's fee and expenses shall be borne equally by both parties. The fee for any court reporter for a verbatim record of any proceeding 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.

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

**10.5** Time limits may be extended by mutual agreement.

**10.6** Temporary employees are employed at will and cannot use the procedures under the Article to grieve or otherwise appeal discipline or a job separation of any kind.

## ARTICLE 11: SENIORITY AND JOB SECURITY

With respect to layoff and recall of regular employees, the County will layoff by inverse seniority and recall in order of seniority with the job classification affected, provided that the regular employee in question has the specific qualifications and demonstrated abilities to perform the work at issue. The County and the Union recognize that the nature of work performed by members of this

bargaining unit is typically very specific to the position and not easily transferable even within classifications, so it is unlikely that bumping or recall procedures would apply.

## ARTICLE 12: MISCELLANEOUS AND SPECIAL CONDITIONS

**12.1 Special Pay**

**A. 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.

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

Membership in an organization does not qualify an employee for compensation.

| | |
|---|---|
| WA State registered Professional Engineer: | $100 |
| State of WA DOE Wastewater Group IV Certification: | $50 |
| Project Management Professional: | $50 |
| CMI Construction Manager: | $50 |
| Certified Cost Consultant/Certified Cost Engineer | $50 |

**12.2 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 rate established by Council.

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

**12.4 Performance Evaluation/Development Review**

**A.** 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.

**B.** 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.

**C.** 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.

**12.5 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 County Code.

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

**12.7 Equal Employment Opportunity** - The County or the Union shall not unlawfully discriminate in employment on the basis of race, color, religious affiliation, national origin, age, marital status, sex, sexual orientation, gender identity or expression, or on the presence of a disability, except as otherwise provided by law. Allegations of violations of this Section cannot be pursued to arbitration under Article 10.

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

**12.9** Regular employees cannot be disciplined or discharged except by just cause. Counseling and letters of expectation are not considered discipline. Temporary employees are employed at will and can be disciplined or discharged without cause.

**12.10 Probationary Period**

The first six (6) months of employment for a regular position shall be a probationary period for all regular employees. During this period a probationary employee may be terminated or have his/her probationary period extended without recourse to the Dispute Resolution Procedure in Article 10. If the probation period is to be extended, written notice of the extension must be given to the employee and the Union prior to the end of the probationary period.

**12.11 Trial Service Period**

All regular employees promoted or transferred to a different classification within the bargaining unit 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 unless the employee's failure to successfully complete the trial service period is due to being terminated for misconduct. Such restoration is not mandatory, but is optional at the discretion of the appointing authority.

## ARTICLE 13: 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.

**B.** 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 14: WAIVER AND COMPLETE AGREEMENT

**Waiver.**

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

**B.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**C.** Should the parties agree to amend or supplement the terms of this Agreement,

such amendments or supplements shall be in writing. No binding agreements, including but not limited to memorandums of understanding, side letters, etc., involving the day-to-day administration of the collective bargaining agreement or the bargaining relationships will be entered into with the bargaining representative without the authorization of the Labor Relations Director or his/her designee.

## ARTICLE 15: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST

**15.1 Contribution.** The County shall pay $2.00 (two dollars) to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with the Parties' pension agreements.

**15.2 Wage Reduction.** All bargaining unit employees shall have their wage rate reduced by the amount of the County's contribution on the employee's behalf pursuant to Section 15.1, above.

**ARTICLE 16: DURATION**

The provisions of this Agreement shall become effective when ratified by the parties, and covers the period from January 1, 2015, through December 31, 2016. Negotiations for a successor contract may be initiated by either party by June 30, 2016 upon written notice.

**APPROVED** this 21 day of SEPTEMBER, 2015.

By: _____

King County Executive

International Brotherhood of Teamsters Local 117:

_____

John Sceary
Secretary-Treasurer

cba Code: 159

Union Code: F9

# ADDENDUM A
## Teamsters Local 117
## Wastewater Treatment Division, Managers and Assistant Managers
## Department of Natural Resources and Parks

| Job Class Code | PeopleSoft Job Class Code | Classification Title | Range |
|---|---|---|---|
| 7111600 | 712901 | Capital Improvements Program Section Manager | 75 |
| 7111501 | 715701 | Environmental Programs Section Manager | 75 |
| 2142100 | 220101 | Financial Services Manager - WTD | 75 |
| 7151100 | 719101 | Project Planning and Delivery Section Manager | 79 |
| 7151200 | 719201 | Project Resources Unit Manager | 75 |
| 7111400 | 712701 | Wastewater Plant Operations Manager | 79 |
| 7111450 | 712712 | Wastewater Treatment Plant Manager - Assistant | 75 |

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

# APPENDIX A

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

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

**Introduction:**

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

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

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

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

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

# APPENDIX A

**Agreement:**

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

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

**1.** Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;

**2.** All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

**3.** All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

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

**1.** Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;

**2.** Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;

**3.** Re-openers consistent with #3 for 2015 above.

**Lump Sum Coalition Participation Premium Payment**

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

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

**Changes to King County Family and Medical Leave**

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

It is further agreed that:

**1.** The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;

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

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

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

**5.** The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:

P. Cole-Tindall — 8-22-14

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

Date

# APPENDIX A

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

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

**Labor Organization: International Brotherhood of Teamsters Local 117**

**Ratified by the Members covered by the Contracts listed below:**

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

For International Brotherhood of Teamsters Local 117:

Tracey A. Thompson

Tracey A. Thompson
Secretary-Treasurer

08/21/14
Date

# APPENDIX A
# ADDENDUM A

## MEMORANDUM OF AGREEMENT

## BY AND BETWEEN

## KING COUNTY

## AND

## COALITION OF LABOR UNIONS

## REPRESENTING

## KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

**Subject: Coalition bargaining for employees in specified administrative support classifications**

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

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

Now THEREFORE, the parties have agreed as follows:

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

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

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

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

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

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

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

# APPENDIX A
# ADDENDUM A

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

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

## APPENDIX A
## ADDENDUM A

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

**For International Brotherhood of Teamsters Local 117:**

Tracey A. Thompson, Secretary-Treasurer — 4/25/11 Date

**For Office & Professional Employees International Union, Local 8:**

Amanda Saylor — 4/25/11 Date

Amanda Saylor, Union Representative

**For Professional and Technical Employees, Local 17:**

Behnaz Nelson, Union Representative — 4/26/11 Date

Janet Parks, Union Representative — 4/25/11 Date

**For Public Safety Employees Union:**

Dustin Frederick, Business Manager — 4/25/11 Date

**For Technical Employees Association:**

Ade Franklin, President — 4.27.11 Date

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

Diana Prenguber — 4-25-11 Date

Diana Prenguber, Staff Representative

**For King County:**

James J. Johnson, Labor Negotiator III — 4/28/11 Date

# APPENDIX A
# ADDENDUM A
# EXHIBIT A

## GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.

2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.

3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.

4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.

5. **Scope of Classifications.** Administrative Support classifications, including the following:

   Fiscal Specialist 1-4
   Administrative Specialist 1-4
   Customers Service Specialist 1-4
   Technical Information Processing Specialist 1-4
   Administrative Office Assistant
   Medical Application Specialist (Health)
   Administrative Specialist Supervisor (Health)
   Administrative Staff Assistant
   ~~Application Worker~~ Social Services Specialist 2

   and any other classification that the parties may agree to include during the course of negotiations.

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.

7. **Negotiation Process.**

**A. Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.

**B. Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.

**C. Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.

**D. Location.** Bargaining sessions will be held at downtown County facilities.

8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

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

   a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
   b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
   c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

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

**Dated this 30th day of September, 2008.**

KING COUNTY

Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117

Spencer Nathan Thal, General Counsel

IFPTE, LOCAL 17

Behnaz Nelson, Union Representative

TECHNICAL EMPLOYEES ASSOCIATION

Roger Browne, President

IFPTE, LOCAL 17

Janet Parks, Union Representative

WSCCCE, Council 2

Diana Prenguber, Staff Representative

OPEIU, LOCAL 8

Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519

Dustin Frederick, Business Manager