AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES' ASSOCIATION
Department of Natural Resources & Parks - Supervisors and Staff

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AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES' ASSOCIATION
Department of Natural Resources & Parks - Supervisors and Staff

PREAMBLE

This Agreement is the result of good faith negotiations between King County ("County") and the Technical Employees' Association, ("the Association" or "TEA"). This relationship is a partnership based on mutual interests, respect and trust. These Articles constitute an Agreement between the County and TEA, comprised of all employees in the Supervisor and Staff bargaining units.

This document establishes a framework within which the County and the Association can achieve our joint mission to efficiently and effectively plan, design, construct and operate the public's wastewater treatment system while providing a high quality work environment. Both parties agree that this Agreement allows for the flexibility needed to further the goals of: improving the work environment, ensuring economic feasibility of the Wastewater Treatment Division, providing a compensation package that is competitive with the best in the wastewater treatment industry, generating gains in efficiency and effectiveness, and attracting and retaining outstanding employees.

The County and the Association recognize that the workplace is changing in an effort to improve the delivery of services. The County and the Association also agree that improvement in the workplace is an evolutionary process that requires the long-term commitment of both parties. The elements of workplace improvement such as the Continuous Improvement, LEAN, Equity and Social Justice, business planning, organizational changes and performance measurement should be viewed as a system.

In support of practices that reflect our commitment to shared values, the County and the Association should:

- Trust each other,

- Listen and respond to public/customer concerns,
- Respect people,
- Promote a diverse workforce,
- Take responsible risks,
- Behave the way we say we do,
- Give and get reliable business information,
- Work to improve our technical excellence and teamwork,
- Foster a labor/management partnership based on shared interests,
- Collaborate in building an ongoing labor/management relationship based on open communications, mutual trust, and respect, and
- Enjoy challenges, work, and humor.

The TEA-Management Committee was created as an informal forum to support ongoing changes and continuous improvements in the workplace. Issues are to be discussed in a collaborative manner.

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

ARTICLE 1: PURPOSE

1.1 Purpose. The purpose of this Agreement is to set forth in writing the negotiated wages, hours and working conditions for those employees who are covered by this Agreement.

1.2 Maintenance of Working Conditions. The County recognizes its obligation to negotiate wages, hours and working conditions with TEA.

1.3 Application of Personnel Guidelines. As set forth in this section, the 2005 King County Personnel Guidelines shall apply to members of this bargaining unit where this Agreement is silent or ambiguous. The 2005 Personnel Guidelines (except those identified in Appendix B to have no application) shall replace any pre-existing practice between the parties, provided that nothing in those Guidelines will be interpreted or applied to circumvent the parties' collective bargaining obligations. However, should any genuine established practice arise subsequent to July 1, 2005, and such practice

conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a matter on which the Agreement is either silent or ambiguous), then the practice shall govern. Should the Guidelines be invoked to interpret the contract, the arbitrator reserves the right to determine what weight should be given along side those other interpretive factors that an arbitrator might conclude appropriate.

Except as expressly noted, definitions in the Personnel Guidelines shall apply to the interpretation of the Personnel Guidelines only.

ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP

2.1 Recognition. The County recognizes the Association as the exclusive bargaining representative of all employees in two separate bargaining units in the staff unit comprised of all employees in the Project Planning and Delivery, Resource Recovery, Brightwater and the Environmental and Community Services Sections of the Wastewater Treatment Division of the Department of Natural Resources and Parks (DNRP), excluding, managers, confidential employees, student interns, employees in the Industrial Waste unit of the Environmental and Community Services Section (represented by Washington State Council of County and City Employees, Council 2, Local 1652R), and all other employees. The two separate bargaining units recognized above include: 1) One bargaining unit consisting of all employees excluding supervisors and 2) Another bargaining unit consisting of all supervisors.

2.2 Association Membership. All employees covered by this Agreement shall, as a condition of continued employment, within thirty days after TEA's signing this Agreement, either (1) pay TEA the regular initiation fee and regular monthly dues uniformly required of members, or (2) pay an amount established by TEA as Agency Fees not to exceed regular dues and fees uniformly required of members. All regular, term-limited temporary and temporary employees covered under this Agreement who are hired on or after TEA's signing of the Agreement shall, as a condition of continued employment, within thirty days following the starting date of their employment, either (1) pay TEA the regular initiation fee and regular monthly dues uniformly required of members, or (2) pay an amount established by TEA as Agency Fees not to exceed regular dues and fees uniformly required of members.

Failure by an employee to satisfy the above paragraph of this section shall constitute just

cause for dismissal provided TEA notifies the County and the affected employee of its intent to seek dismissal of the affected employee within thirty (30) days of making a request for dismissal. At the expiration of thirty days notice, TEA may request dismissal in writing. Discharge must occur within thirty (30) days of such request.

2.3 Religious Exemption. If an employee can substantiate, in accordance with existing law, bona fide religious beliefs or tenets which prohibit the employee from paying dues or otherwise contributing to a labor organization, such employee shall notify the County and TEA of his or her objection to membership in TEA, and shall pay an amount equivalent to regular union dues and initiation fees to a non-religious charitable organization mutually agreed upon by the employee affected and TEA. If the employee and TEA do not reach agreement on such matter, the Public Employees Relations Commission shall designate the charitable organization.

2.4 Dues Deduction Procedure. The County shall deduct regular monthly dues and initiation fees from the employee's paycheck when authorized in writing by the employee. The deductions will be transferred to TEA monthly. TEA shall refund any amounts paid to it in error upon presentation of proper evidence thereof. TEA will indemnify, defend, and hold the County harmless against any claims made and any suit instituted against the County on account of the application of any provision of this article as it relates to the collection of TEA dues and assessments. The County shall notify TEA of changes in employment status on a monthly basis.

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.

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT

4.1 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. Therefore, the County and TEA, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

4.2 Modification. 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 King County Labor Relations Director or his/her designee.

ARTICLE 5: EMPLOYEE RIGHTS

5.1 Personnel Files.

A. The employee and/or an Association representative may examine the employee's personnel files if the employee so authorizes in writing. Material placed into the employee's files relating to job performance or personal character shall be provided to the employee prior to placement in the file. The employee may challenge the propriety of including it in the files. If, after discussion, the County retains the material in the file, the employee shall have the right to insert contrary documentation into the file.

B. Unauthorized persons shall not have access to employee files or other personal data relating to the employee. The Department Director/designee will determine staff authorized for access to personnel files maintained in the Department of Natural Resources and Parks. This does not limit the Union's statutory right to request information pursuant to its statutory right to request collective bargaining information. All persons with the exception of WTD, King County Labor Relations personnel, Department of Executive Services, and Prosecuting Attorney staff shall record access to employee files.

C. The only personnel files will be the Department personnel file and the Section personnel file. Additionally, supervisors may keep a "working file" which may be used for the purpose of developing an annual evaluation. Such materials will be purged from this working file when the evaluation is finalized. Notes taken for such purposes may be added to the personnel file.

D. Written warnings and/or reprimands shall remain in the employee's personnel file for a maximum of three (3) years except where there is a reoccurrence of a similar nature. Suspensions or demotions may be removed from the employee's personnel file after five (5) years upon request of the employee and approval of the Division Director.

5.2 Right to Representation. An employee, at his/her request, has a right to Union representation at any meeting which s/he reasonably believes may lead to disciplinary action against the employee. If the employee requests TEA representation in such a matter, the employee will be provided with reasonable time to arrange for TEA representation. The parties acknowledge that in certain instances a reasonable time may be as little as the same day.

5.3 Seniority List. The County will supply the Association with a seniority list twice a year upon written request. Requests are to be directed to the Wastewater Treatment Division's Human Resources Manager. The list will include each TEA employee's name, job classification number, classification title, section, and seniority data.

Seniority for all purposes of this Contract shall be calculated as a person's continuous length of service in a Wastewater bargaining unit represented by TEA from April 13, 2001. Employees with the same WTD TEA seniority shall be subject to a tiebreaker, which shall be the employee's King County/Metro adjusted service date. The "adjusted service date" means the most recent date of hire into a regular position, as backdated for any prior eligible service that ended no more than two years before reemployment and is adjusted (postdated) for unpaid leaves of absence, including unpaid family leave, that exceed thirty (30) calendar days. In this context, eligible service means employment in a regular position; however, if an employee moves from a term-limited temporary position into a regular position with no break in service, employment in the term-limited temporary position will be included when establishing the adjusted service date. Breaks in the continuous length of service shall be calculated in the same manner as the adjusted service date. Seniority will be posted in years, months

and days.

5.4 Supervision and Evaluations. Employees will be supervised and evaluated by the supervisor of the work group responsible for establishing the performance expectations, deliverables, and assignments for the majority of the employee's workload.

ARTICLE 6: BENEFIT TIME

6.1 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 built on the accrual rate table set forth in Section 6.5. 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 Collective Bargaining Agreement provides for a yearly cash conversion of up to forty hours (40) hours of Benefit Time. Full-time regular, part-time regular, provisional, probationary and term-limited temporary employees shall receive the leave benefits provided in this Article.

6.2 Definitions

All BT and ESL time is based on a two thousand eighty (2,080) hour year. Benefit Time (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 their dependents.

Extended Sick Leave (ESL) is the bank of time accrued for use during all paid nonscheduled illness exceeding two (2) consecutive scheduled workdays for employees and their dependents, as well as for pre-scheduled sick leave. Sick leave is considered scheduled if the employee has requested leave using an Absence Request Form or email to the supervisor or his/her designee before the end of the workday prior to the leave.

Employees may donate BT and ESL to another employee in accordance with Section 7.2.

6.3 Principles

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

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

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

6.4 Absence

Employees are expected to schedule BT as far in advance as possible to facilitate workload planning. Employees are expected to notify the Employer 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.

Hourly employees who become ill or who are injured while at work shall apply the applicable accrued Benefit Time or Extended Sick Leave 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 when determining the activation of payment of Extended Sick Leave time. Hourly employees may use accrued benefit time in increments of one-half (1/2) hour if approved by the supervisor.

FLSA exempt employees use accrued BT and ESL in increments of not less than one regular work day. FLSA exempt 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.

Employees unable to work because of any other personal emergency shall be eligible to use BT for any unworked but scheduled hours upon approval by the supervisor.

Benefit Time (BT) and Extended Sick Leave (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.

6.5 Benefit Time Accrual and Extended Sick Leave Accrual

Benefit Time accrual shall be as follows:

	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

Annual and bi-weekly totals in the above table are approximations and may vary slightly based on the hourly rate. Extended Sick Leave accrual shall accumulate for all employees on the basis of fifty-six (56) hours per year (0.0269 hours per hour). All leave accruals will be prorated for regular part-time employees on the percentage of full-time worked.

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.

6.6 Benefit Time and Extended Sick Leave Accumulation and Conversion

The maximum accumulated carryover of Benefit Time from the pay period ending before

April 1st of one calendar year to the next shall be six hundred (600) hours (prorated for part-time employees on the percentage of full-time worked). Employees with at least four hundred and eighty (480) hours at that time shall have the option to convert up to forty (40) hours to cash, down to a balance of four hundred and eighty (480) hours. Accumulated hours beyond 600 (or prorated for part-time) will be forfeited in the payroll period that contains April 1.

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

After implementation of this agreement in 2012 employees may convert up to forty (40) hours from their extended sick leave balance into benefit time or from benefit time to extended sick leave. On April 1st 2013 employees may convert up to thirty (30) hours from their extended sick leave balance into benefit time or from benefit time to extended sick leave. Again on April 1st 2014, employees may again convert up to twenty (20) hours from their extended sick leave balance into benefit time or from benefit time to extended sick leave. Conversions will be done on an hour-for-hour basis.

6.7 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 benefit time (BT) at one-hundred percent (100%) and for all accrued Extended Sick Leave (ESL) at thirty-five percent (35%).

6.8 Upon Separation

Employees shall be paid for accrued Benefit Time to their date of separation if they have successfully completed their first six (6) months of County service in a paid leave eligible position up to 480 hours maximum and any remainder shall be forfeit and not be paid. Payment shall be made at the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. If employees leave prior to successful completion of the first six (6) months of County service, they shall forfeit and not be paid for accrued Benefit Time.

Separation from employment except by reason of retirement, death, layoff, or non-disciplinary medical reasons will cancel all Extended Sick Leave accrued to the paid leave eligible employee as of the date of separation. Should a regular career service employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years,

his/her accrued Extended Sick Leave will be restored.

6.9 Holidays

All work performed on the following holidays by hourly employees shall be approved in advance by the supervisor and 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

Holidays will be on the day King County observes the holiday. Employees will use accrued Benefit Time, compensatory time, or Executive Leave in the amount of the regularly scheduled workday in order to receive compensation for the holiday. Holiday time must be used no later than the following pay period.

An employee who does not have sufficient accrued leave will not be paid for the holiday, unless as above, an hourly employee works on the holiday with the approval of his supervisor. Employees on alternate work schedules without sufficient BT to be paid for the holiday may, with the approval of their supervisor, adjust their work schedules in order to have the holiday fall on a regular day off.

ARTICLE 7: LEAVE DONATIONS AND GENERAL LEAVES

7.1 Full-time regular, part-time regular, provisional, probationary and term-limited temporary employees shall receive the leave benefits provided in this Article.

7.2 Donation of Leaves. Donation of benefit time hours and donation of extended sick leave

hours shall be as provided herein. However, should King County formally change its policies regarding donation of leave, the parties agree that either party may open this contract within 60 days for the purpose of negotiation over these subjects.

A. Benefit Time hours:

1. Approval Required. An employee eligible for paid leave may donate a portion of his/her accrued benefit time to another employee eligible for leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s)/designee, except that requests for benefit time donation made for the purposes of supplementing the extended sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

2. Limitations. The number of hours donated will not exceed the donor's accrued benefit time as of the date of the request. No donation of benefit time will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum benefit time.

3. Use of Donated Leave. Donated hours accrue to the donee's leave bank and do not expire or return to the donor once accrued. Donated benefit time leave hours will be excluded from cashout provisions contained in Article 6. For purposes of this Article, the first hours used by an employee will be accrued benefit time hours.

B. Extended Sick Leave hours:

1. Written Notice Required. An employee eligible for paid leave may donate a portion of his/her accrued extended sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

2. Minimum Leave Balance Required (Donor). No donation will be permitted unless the donating employee's extended sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

3. Use of Donated Leave. Donated hours accrue to the donee's extended sick leave bank and do not expire or return to the donor once accrued. Donated extended sick leave hours will be excluded from the extended sick leave cashout provisions contained in Article 6. For

purposes of this Article, the first hours used by an employee will be accrued extended sick leave hours.

4. No Solicitation. All donations of leave made under this Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating leave hours.

5. Conversion Rate. All leave hours donated will be converted to a dollar value based on the donor's regular hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's regular hourly rate to determine the actual number of hours received.

7.3 Leave - Organ Donors. The manager/designee shall allow all employees eligible for paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five (5) days paid leave, which shall not be charged to benefit time or extended sick leave, provided that:

A. The employee gives the manager/designee reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

B. The employee provides written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

Time off from work for the purpose set out above in excess of five (5) working days will be subject to the terms of this Agreement.

7.4 Leave of Absence without Pay. If a leave of absence is taken in conjunction with a workers' compensation claim, no authorization for the leave is required. All other leaves of absence without pay are administered as follows:

A. An employee eligible for leave benefits may take a leave of absence without pay for less than 30 days if authorized in writing by the employee's appointing authority. Leaves of

absence without pay taken for medical or family reasons are also governed by Section 7.10 of this Article.

B. An employee eligible for leave benefits may take a leave of absence without pay for more than 30 calendar days if authorized in writing by the employee's appointing authority and the Director. Leaves of absence without pay taken for medical or family reasons are also governed by Section 7.10 of this Article.

C. Leaves of absence without pay will be for periods not to exceed one year. However, the Human Resources Division Director may, in special circumstances, grant an extension beyond one year.

D. An employee who is on a leave of absence without pay will not accrue benefit time or extended sick leave. An employee who is on a leave of absence without pay in excess of 30 days will not accrue seniority while on leave. In addition, leaves of absence in excess of 30 days, except for family or medical leave (Section 7.10), or military leave (Section 7.5) will result in the loss of paid health and other insured benefits.

E. If a leave of absence without pay was granted to an employee for the purpose of recovering health, the appointing authority will require the employee to submit a physician's statement concerning the employee's ability to resume duties before allowing the employee to return to work.

F. An employee who is on a leave of absence without pay may return from the leave before its expiration date if the employee provides the appointing authority with a written request to that effect at least fifteen (15) days before resuming duties.

G. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from County service.

H. A leave of absence without pay may be revoked by the appointing authority if the appointing authority learns that the leave of absence was requested and granted under false pretenses, or that the need for such leave of absence has ceased to exist.

I. When a leave of absence without pay is used in conjunction with paid leave time, the paid leave time must be used first.

J. Employees who wish to complete educational programs may request a leave of absence without pay for this purpose.

7.5 Military Leave of Absence. An employee who is a member of the Washington National Guard or any organized reserve of the Armed Forces of the United States who is ordered to be on active training duty shall be allowed military leave in accordance with state and federal law. In accordance with state law, such employees who are ordered to be on active training duty shall be allowed up to twenty-one (21) work days of paid military leave per year (October 1st - September 30th). The employee must present orders for active duty or training duty to his or her Section Manager prior to taking leave. The employee may receive military leave for weekend reservist duty.

7.6 Military Pay & Benefits Continuation. If an employee is called to involuntary active duty, she/he may be eligible for health benefit continuation and pay supplementation in accordance with County policy at the time the individual is called to active duty.

7.7 Jury Duty. If an employee eligible for leave is called for jury duty, then the employee will be entitled to regular pay for all workdays that the employee misses due to jury duty. The employee should deposit his or her jury duty fees, excluding mileage, with the Finance and Business Operations Division of the Department of Executive Services. Employees must contact their supervisor when dismissed from jury duty during regularly scheduled working hours and may be required to report back to work.

7.8 School Volunteer Leave. An employee may use up to three (3) days of extended sick leave per year for volunteering at the employee's children's school. The employee must obtain approval in advance from the employee's appointing authority.

7.9 Bereavement Leave. All employees eligible for leave benefits are entitled to three (3) paid days per occurrence of bereavement leave due to the death of an immediate family member. For purposes of this section, "immediate family" is defined as follows:

Children; children of spouse or domestic partner; parents; parents of spouse or domestic partner; siblings; siblings of spouse or domestic partner; grandchildren; grandchildren of spouse or domestic partner; grandparents; grandparents of spouse or domestic partner; spouse or domestic partner.

Holidays designated pursuant to the County Code, or regular days off falling within the prescribed period of absence will not be charged against bereavement pay entitlement.

Employees who have exhausted their bereavement leave shall be entitled to use extended sick leave in the amount of three days for each instance of death when death occurs to a member of the employee's immediate family.

In the cases of family death where no extended sick leave benefit is authorized or exists, an employee may be granted use of benefit time or leave without pay.

7.10 King County Family and Medical Leave (KCFML).

A. KCFML may be taken for an employee's own serious health condition; to care for a family member (defined as the employee's spouse or domestic partner, the employee's son or daughter, a son or daughter of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner) who has a serious health condition; or for the birth and care of a newborn or newly adopted child or placement of a foster child.

B. To be eligible for KCFML to care for a family member other than the employee's child, an employee must have been employed by the County for twelve (12) months at any time or more and worked a minimum of 910 hours (35 hour employee) or 1040 hours (40 hour employee) in the preceding twelve (12) months (paid leaves such as benefit time and extended sick leave are not considered hours worked).

C. An employee may take a total of up to eighteen (18) work weeks unpaid leave for his or her own serious health condition and for family medical reasons, combined, within a rolling twelve-month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.

1. For purposes of this benefit, a rolling twelve-month period is measured backward from the date an employee uses any of his or her eighteen (18) week KCFML entitlement. For instance, each time an employee takes family and medical leave the remaining entitlement would be any balance of the eighteen (18) weeks which have not been used during the immediately preceding twelve (12) months. For example, if an employee has taken eight (8) weeks of leave during

the past twelve (12) months, an additional ten (10) weeks could be taken. If an employee used four (4) weeks beginning February 1, 2002, six (6) weeks beginning June 1, 2002, and eight (8) weeks beginning December 1, 2002, the employee would not be entitled to any additional leave until February 1, 2003. However, beginning on February 1, 2003, the employee would be entitled to four (4) weeks of leave, on June 1, the employee would be entitled to an additional six (6) weeks, etc.

2. If the leave is taken for birth or adoption of a child, or placement of a foster child, and both parents are employed by King County, the aggregate total taken by both employees shall be eighteen (18) weeks.

D. Intermittent leave is subject to the following conditions:

1. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority.

2. An employee may take leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or a family member of the employee; and

3. If an employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

E. Prior to using family or medical leave, any accrued compensatory time must be exhausted. The employee may choose to either use it as time off or receive a lump sum cashout. The employee must exhaust all accrued Extended Sick Leave prior to using unpaid leave for the employee's own health condition. 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 Extended Sick Leave.

F. The County shall continue its contribution toward health care benefits (medical,

dental, vision) during any unpaid leave taken as KCFML. An employee may elect to self pay for other insured benefits.

G. An employee who returns from KCFML within the time provided in this section is entitled, subject to bona fide layoff provisions, to:

1. The same position he or she held when the leave commenced; or
2. A position with equivalent status, benefits, pay and other terms and conditions of employment; and
3. The same seniority accrued before the date on which the leave commenced.

H. Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from County service.

I. Use of accrued leave in conjunction with a family or medical leave shall be as provided in the County's Personnel Guidelines.

J. For purposes of this section, donated leave shall be considered unpaid leave and shall run after the use of accrued leave, and concurrently with the eighteen (18) work week family and medical leave entitlement. To the extent possible, donated leave must be used prior to going to a non-pay status. Further, use of donated leave after the eighteen (18) week entitlement has been exhausted will not extend the job protection rights described herein.

7.11 To the extent that the Washington State Family Care Act provides a greater benefit than the provisions of this Agreement, the Washington State law will apply.

7.12 Executive Leave. Employees covered by this Agreement who 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 will be eligible for up to ten (10) days of Executive Leave per year pursuant to County policy and are expected to work the hours necessary to satisfactorily perform their jobs; provided, however, all such employees will receive a minimum amount of Executive Leave per year, as follows:

A. Employees in an exempt position on January 1st of each year will receive three (3) days of Executive Leave per year, to accrue on January 1st.

B. Employees hired, transferred or promoted from a non-exempt position into an

exempt position during the course of the calendar year shall be entitled to a minimum amount of Executive Leave, granted upon placement in the exempt position, according to the following schedule:

1. Before April 30th: Three (3) days;
2. Between May 1 and August 31: Two (2) days;
3. September 1st or after: One (1) day.

C. Non-exempt employees assigned to special duty in an exempt position for a period of six (6) months or longer will be entitled to one (1) day of executive leave for each four (4) months of assignment duration during a calendar year; provided, that the employee must serve a full thirty (30) days in the assignment for the month to be counted. Executive leave in such case will be granted at the beginning of the assignment based upon the expected duration, and increased as necessary if the original assignment is extended.

7.13 Administrative Leave With Pay. If the department director determines that circumstances exist that make the immediate removal of an employee from the workplace to be in the best interests of the county, an employee may be placed on administrative leave with pay for up to 30 calendar days. Such leave is not disciplinary, and is not subject to appeal. If the need for administrative leave exceeds 30 calendar days, the department director must receive approval from the Human Resources division director for an extension. All extension requests and approvals must be in writing prior to the end of the approved period. The Human Resources division director may grant an extension for an additional 30 calendar days (60 days total). The County Administrative Officer must approve any further extensions of administrative leave with pay. Administrative leave with pay will not normally exceed 90 calendar days.

7.14 Federal FMLA (Federal Family and Medical Leave Act):

A. An employee who has been employed by the county for twelve months or more and has worked a minimum of 1,250 hours in the preceding twelve months (paid leaves such as benefit time and extended sick leave are not considered hours worked), may be eligible for leave under the FMLA.

B. The following are qualifying reasons for federal FMLA leave:

1. The birth or adoption of the employee's child, or placement of the employee's foster child;

2. The employee's serious health condition;

3. The employee's spouse's, parent's, son's or daughter's serious health condition.

C. All requests for FMLA require certification to be submitted with the request.

D. An employee is entitled to up to twelve weeks of FMLA leave in a rolling twelve-month period.

1. If the leave is taken for birth or adoption of a child, or placement of a foster child, and both parents are employed by King County, the aggregate total leave taken by both employees shall be twelve weeks.

2. For purposes of this subsection, a rolling twelve-month period is measured backward from the date an employee uses any FMLA leave. For instance, each time an employee takes family or medical leave, the remaining leave entitlement would be any balance of the twelve weeks which have not been used during the immediately preceding twelve months.

3. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's appointing authority;

4. An employee may take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or a family member of the employee. When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the department's operation; and

5. If an employee requests intermittent leave or leave on a reduced leave schedule, the appointing authority may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

E. Leave taken for any of the qualifying reasons must be recorded as FMLA leave,

whether or not requested by the employee.

F. FMLA qualified leave shall run concurrent with use of Extended Sick Leave, Benefit Time, unpaid KCFML leave, light duty assignment due to a disabling injury or illness, and/or workers' compensation time loss benefits.

G. An employee who has exhausted his or her Extended Sick Leave may use accrued Benefit Time during an FMLA qualified leave if approved.

H. An employee who returns from FMLA leave within the time provided in this section is entitled, subject to bona fide layoff provisions, to:

1. The same position he or she held when the leave commenced; or

2. A position with equivalent benefits, pay and other terms and conditions of employment; and

3. The same seniority accrued before the date on which the leave commenced.

I. In order for the leave to be qualified and counted toward the employee's FMLA entitlement, the request/provisional designation may be initiated by the employee, the employee's supervisor, Human Resources, division director, or department director.

J. Employee responsibilities include:

1. Submit FMLA leave request form 30 days in advance of the leave, if possible, or as soon as the need for the leave is known, or no later than 2 business days following the employee's return to work;

2. Submit a certification form within 15 business days to his or her supervisor or human resources. This certification must be from a healthcare provider or court order as appropriate. Recertification may be requested every 30 days during the FMLA absence.

K. The county shall continue its contribution toward health care benefits (medical, dental, vision) during any unpaid leave taken as FMLA. An employee may elect to self pay for other insured benefits.

7.15 Additional Leave: If state or federal law provides additional leave benefits that an employee is entitled to by the terms of such laws, the employee shall be entitled to take those leaves as well.

ARTICLE 8: HOURS OF WORK AND OVERTIME

8.1 Regular Schedule. Regular work shifts for full-time employees are eight (8) hours per day (exclusive of the meal period) for five (5) days per week, with Saturday and Sunday generally the days off. FLSA exempt employees are required to work the hours needed to perform their duties and will receive their normal rate of pay for the workweek regardless of whether they are on a standard or alternative work schedule.

Alternative Work Schedules. A full-time employee may request, a four (4) day, forty (40) hour work week, a nine (9) day, eighty (80) hour bi-weekly work schedule, or other alternative schedule in order to support the County Commute Trip Reduction program. Employees will submit written requests for alternative work schedule approval to the Section Manager/designee. Requests will be evaluated and approved or denied relative to the business needs of the organization, and must be reviewed at least annually. In administering any such alternative work schedule, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis unless the Section Manager determines that an alternative schedule is essential to the business needs of the organization. The establishment of and approval for alternative work schedule is vested solely within the purview of the County and may be changed from time to time. Such changes will normally require at least two (2) weeks notice to the employee.

B. Section 6.9 sets forth terms regarding holidays and alternate work schedules.

C. If multiple employees in a work group desire an alternative work schedule with the same days off, the County may, upon written notice to TEA, subject requests for alternative schedules to a bidding process, with priority given to employees in order of decreasing seniority.

D. Employees who currently work on an alternative work schedule shall be permitted to retain that work schedule, subject to the management approval requirements in Section A.

8.2 Overtime.

A. Except as otherwise provided in this Article, FLSA Non-exempt employees shall be paid at an overtime rate of time and one-half (1-1/2) their regular rate of pay for all hours compensated in excess of forty (40) hours per week.

B. Overtime work shall require the prior approval of the employee's Section Manager/designee.

C. Benefit Time and worked hours on a holiday (which are paid at 1.5 times the regular rate) shall not be combined to equal greater than the employee's normally scheduled workday for the purposes of determining compensated hours in the workweek for overtime purposes.

8.3 Compensatory Time. A non-exempt employee may request, and with approval of the Section Manager, may receive time off in lieu of overtime pay. Such time shall be earned on a time and one-half (1-1/2) basis as provided under this Article. In accordance with the law the employee must initiate all requests for compensatory time off in lieu of overtime pay, and compensatory time accumulations will be governed by King County policy. Any unused compensatory time will be cashed out on the last payroll of the year.

8.4 Benefits for Employees Held Over. Employees asked to work beyond their normally scheduled shift may use a County telephone to notify home when travel plans have changed. Employees working two (2) consecutive hours of unscheduled overtime immediately following the employee's regularly scheduled workday will be eligible to receive a meal expense reimbursement up to six dollars. This provision only applies when employees are not informed of the need for overtime in advance of the start of their shift. Employees must submit meal receipts to their supervisor to receive reimbursement.

8.5 Call Back. A non-exempt employee covered by this Agreement who is not on standby and is called to duty after completion of his or her regular shift or workweek, not contiguous with the employee's next regular shift shall be granted a minimum of four (4) hours pay at the time and one-half (1-1/2) rate of pay. Paid status will begin upon arrival at the work location, and will terminate at the completion of required work. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his or her regular shift, pay for the regular shift shall be at the employee's straight time rate.

8.6 Definition of Call Back. A Call Back shall be defined as a circumstance where an employee has left the work premises at the completion of his or her regular work shift and is required to report to duty prior to the start of his or her next regularly scheduled work shift. An employee who

is called back to report to work before the commencement of his or her regular work shift shall be compensated in accordance with the Call Back provisions of this Collective Bargaining Agreement. An individual on standby pay is not eligible for call back pay.

8.7 Telecommuting. TEA and the County mutually recognize the importance of regularly reporting to the assigned work site for the purposes of accomplishing work, however, consistent with past practice, an employee may occasionally request, and a supervisor may occasionally approve, an alternative telecommuting work schedule for a limited period of time for the purpose of accommodating and balancing the individual needs of an employee and the business needs of the organization. Additionally, employees are covered by the King County Telecommuting Policy (PER 18-4 (AEP)), and any amendments thereto.

8.8 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 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.

ARTICLE 9: LAYOFF, RECALL AND TRANSFER

9.1 Layoff. In the event of a reduction in force due to lack of work or lack of funds, layoffs will be conducted at the division level (WTD). The WTD Director (or designee) will provide written notification to the individual(s) whose position(s) is/are being eliminated. Prior to instituting layoff notification(s), all temporary, term-limited-temporary (TLT) and probationary employees within the skill area affected by the primary layoff (e.g. structural, mechanical, electrical, etc.) shall be released; provided, however, that WTD may retain a limited number of TLT employees during layoffs when there exists a legitimate business need to do so (e.g., the TLT is working on a project which is expected to be completed within four months of the date the layoff takes effect, the TLT possesses or the project requires unique skills and/or experience within the broader skill area, the project involves extensive communication and relationship with community members, etc.).

9.2 Bumping. A regular career service employee who has completed a probationary period so notified may accept layoff or elect to bump an employee with less seniority covered by this Agreement, as provided within this Section; provided, however, that a TLT employee who has been retained through layoff pursuant to Article 9.1 shall not be bumped. An employee will have five (5) work days from the time of written notification of layoff to provide written response to the County of his/her intent to exercise his/her bumping rights. An employee will forfeit his/her bumping rights if his/her written response is not submitted within five (5) days or the County has not accepted a late filing of the response. The County will, if it determines that there are warranting circumstances, accept a late filed response from an employee. Late response from those employees who could not be notified of a reduction in force due to leave, absence, or long-term vacation, etc., will be accepted.

Should the County accept the late filing, the resultant adversely affected employee(s) may not grieve such decision. Also, such acceptance of a late filing will not result in the re-administration of the bumping process.

An employee notified of layoff and each subsequently displaced employee may select any one of the following alternatives rather than accepting layoff:

A. Bump within the WTD Division to displace the least senior employee in his/her same classification for which s/he is qualified;

B. Bump the least senior employee within the WTD Division in a lower paying classification in his/her same classification series for which s/he is qualified;

C. Bump the least senior employee within the WTD Division in a lower paying classification outside of his/her current classification series that s/he has previously served a probationary period or had probation waived by the County and for which s/he is qualified;

D. Bump the least senior employee within the WTD Division in a lateral classification (one that has the same top rate of pay) for which s/he is qualified and has previously served a probationary period or had probation waived by the County.

9.3 Transfer. In lieu of laying off a regular career service employee, the director of the Department of Executive Services (DES) or designee may reassign such employee to a comparable, vacant position, when the director of DES determines such reassignment to be in the best interest of

the County.

9.4 Recall Rights. A regular career service employee who is laid off will have recall rights to his/her previous position for two (2) years from the date of layoff. An employee retains his/her recall rights if he/she accepts a lesser position with the County. An employee who is laid off shall forfeit his/her recall rights if he/she refuses a recall to a comparable position.

9.5 Notice of Recall. A regular career service employee will have ten (10) days from the date the notice of recall is sent by certified mail in which to notify the County of whether he/she will accept the position. The County will consider the employee's failure to notify the County within ten (10) days of refusal, however, if the County determines that there are warranting circumstances, it may accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the County informed of his/her current address.

9.6 Reinstatement. A regular career service employee recalled within two (2) years from the time of layoff will have any forfeited extended sick leave accruals and seniority restored and adjusted for the period of layoff, and benefit time accrual rate restored.

ARTICLE 10: DISCIPLINE

10.1 Just Cause Standard. No career service employee shall be disciplined or discharged except for just cause. Probationary and temporary employees are employed at will and may be disciplined and discharged at any time by the County. Probationary and temporary employees may not grieve or in any way appeal discipline or discharge under this Agreement.

Term-limited employees are not subject to the just cause requirement but will be granted due process as defined in this section. Before being disciplined or discharged, except where the action is taken for budgetary or operational reasons, TLTs shall be provided a due process review. Not less than two (2) working days before the review, the employee shall be advised of the intended action and shall be provided notice of the allegations and all documentation relating to the allegations. TLTs shall be entitled to union representation at the review, which shall be held with the decision-maker.

10.2 Probationary Period for New employees. New employees shall be subject to a six (6) month probationary period. Employees who have been assigned to a position as an acting or TLT shall be provided credit for such time toward this period at the discretion of the appointing authority.

A probationary period may be extended beyond six (6) months but no more than twelve (12) months upon agreement of the County, the employee, and TEA. A new employee shall receive a one-step pay increase upon successful completion of the probationary period, unless the employee is already at the top step (Step 10) of the wage range.

10.3 Trial Service Period upon Promotion, Reclassification, Transfer or Demotion. Career Service bargaining unit employees promoted, reclassified or transferred to a new position in the bargaining unit shall be subject to a six (6) month trial service period in the new position. Employees who have been performing the work of the new position in an acting capacity, or as the result of a reclassification, may be provided credit for such time toward this period at the discretion of the appointing authority. An employee successfully completing a trial service period may be eligible for a one step pay increase at the discretion of the hiring authority.

An employee who does not successfully complete the trial service period in a position to which the employee has been promoted, transferred or reclassified may be restored to the employee's former position, former salary, and all other benefits to which the employee would have been entitled if the promotion, transfer or reclassification had not occurred. Provided further, there are no reversion rights if discharged for cause. Reversion will occur if the former position is still vacant (has not been offered and accepted by an applicant), and the position still exists. If the former position is unavailable, the individual will be offered any vacant WTD TEA represented position for which they are qualified. If they accept a lower range position, they will have recall rights to the next available position of the range they had at the time of the initial transfer for a period of up to two years. If no vacancy exists, the employee shall be separated from employment and shall be eligible for recall to any of the positions specified in this section for a period of up to two years. If they refuse to accept a position of equal range and similar duties (to the position initially vacated) for which they are qualified, they will be discharged without recall rights. An employee not successfully completing a trial service period upon voluntary or involuntary demotion will be separated from employment with no reversion or recall rights.

10.4 Disciplinary Action. Disciplinary action may include but not be limited to a written reprimand, suspension without pay, involuntary demotion, withholding of a step increase, reduction

of a pay step, and discharge. The type and level of disciplinary action issued will be determined by the County based on the nature and severity of the behavior and/or performance deficiency that led to the disciplinary action. The suspension without pay of an employee who is exempt under the Fair Labor Standards Act may only be in full week increments unless the infraction is for the violation of a major safety rule. Counseling whether verbal or written, is not considered discipline and is not subject to the grievance procedure of this Agreement.

A. Verbal and Written Counseling. Instances of prior counseling shall not be used as a resolved disciplinary action for purposes of future disciplinary actions. However, instances of prior counseling may be used as prior notice to the employee and may be taken into account accordingly for subsequent disciplinary actions. Additionally, employees may provide a written response to any counseling maintained in the employee's personnel file, and said response shall be maintained in the employee's personnel file as well.

10.5 Cause for Disciplinary Action.

An employee may be disciplined for any of the following causes, or for any other justifiable cause:

- Dishonesty, including but not limited to dishonesty in securing appointment
- Gross misconduct
- Incompetence
- Inefficiency
- Unauthorized absence, including patterns of continual tardiness
- Neglect of duty
- Insubordination
- Consumption of or being under the influence of alcohol or other drugs while on duty
- Conviction of a crime
- Disorderly conduct while on duty
- Negligent, reckless or knowing damage to or waste of public property
- Violation of any of the provisions of applicable federal or state law relating to

political activities

- Negligent, reckless or knowing violation of any of the provisions of the personnel guidelines or this Agreement.
- Violation of any lawful order, directive, or policy of a superior, including but not limited to the Executive, department directors and division managers, or a violation of the Employee Code of Ethics.

ARTICLE 11: CONFLICT RESOLUTION

The County and TEA commit to addressing and resolving issues in a fair and responsible manner and to use conflict resolution methods when appropriate. The County and TEA's relationship depends on mutual respect and trust built upon the ability to recognize the individual employee's value to the County and the employee's investment in the County. Early and informal resolution of disagreements and workplace problems will enhance the productivity and quality of the workplace. It shall be a goal of the County and TEA employees to enter the dispute resolution process before a problem arises to the level of a disciplinary matter or grievance. The steps TEA recommends in conflict resolution are awareness, acceptance, and action, using pre-designated colleagues in the roles of natural facilitators to teach, lead and coach. Under no circumstances shall the initiation of the conflict resolution procedure serve to waive any of the timelines set forth in the Grievance Procedure provisions set forth in Article 12 below, unless by mutual agreement of TEA and the County.

ARTICLE 12: GRIEVANCE PROCEDURE

12.1 Nature of the Procedure. Any dispute between the County and TEA or between the County and any employee covered by this Agreement concerning the interpretation, application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

Every effort will be made to settle grievances at the lowest possible level of supervision with the understanding grievances will be filed at the step in which there is authority to adjudicate, provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance. The conflict resolution procedure described in Article 11 of this agreement is also an encouraged method for resolving problems.

Grievances shall be heard during normal County working hours unless stipulated otherwise by the parties. Employees involved in such grievance meetings during their normal County working hours shall be allowed to do so without suffering a loss in pay.

Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

12.2 Grievance Steps. A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by TEA and may, at its discretion be introduced at Step 2 of the grievance procedure and be processed within twenty-one (21) calendar days of the alleged violation or knowledge of the alleged violation.

A grievance shall be processed in accordance with the following procedure:

Step 1: A grievance shall be submitted in writing by TEA or the employee within twenty-one (21) calendar days of the alleged contract violation or within (21) calendar days of knowledge of the alleged violation to the grieving employee's immediate supervisor. The grievance shall include a description of the incident, identification of the provisions of the Agreement that apply (subject to refinement), the remedy sought, and the date the incident occurred. The immediate supervisor should arrange a meeting with TEA to resolve the grievance. The employee may elect to attend. The parties agree to make every effort to settle the grievance at this stage promptly. The immediate supervisor(s) shall answer the grievance in writing within fourteen (14) calendar days of receiving the written grievance.

Step 2: If the grievance is not resolved as provided in Step 1 above, it shall be forwarded in writing to the Section Manager within ten (10) calendar days of the Step 1 written response. The manager shall convene a meeting with TEA within ten (10) calendar days after receipt of the grievance. The meeting shall include the aggrieved employee (at their option). The manager must reply in writing to TEA within ten (10) calendar days after the grievance meeting. The Section Manager will consult with WTD HR and the King County Labor Relations Director/designee and provide copies of all written grievances and responses to the WTD HR and the King County Labor Relations Director/designee. If the grievance is not pursued to the next higher level within ten (10) calendar days of the issuance of the Step 2 decision (or the date the decision is due) it shall be

presumed resolved.

Step 3. If the grievance is not resolved as provided in Step 2 above, it shall be forwarded in writing to the Labor Relations Director or designee within ten (10) calendar days of the Step 2 written response (or the date the response was due). 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 requested letters, memoranda and other written materials previously considered at Step 1 and 2 shall be made available for the review and consideration of the Labor Relations Director or designee. He/she shall make his/her written decision available within twenty (20) calendar days of receipt of the grievance; copies will be provided to the employee, the Union representative, and the employee's Division Director or designee, WTD Human Resources. If the grievance is not pursued to the next higher level within thirty (30) calendar days of the issuance of the Step 3 decision (or the date the response was due) it shall be presumed resolved.

If the County and TEA have been unable to resolve the grievance, the TEA may request mediation or arbitration and will have thirty (30) calendar days to formalize this request in writing to the Labor Relations Director or Designee who will provide a copy to WTD HR.

Step 4: Mediation - If the parties mutually agree to mediation, the County and Association will have thirty (30) calendar days from the mediation request date to schedule a mediation date. The County and the Association shall mutually agree upon a mediator. The decision reached in mediation shall be binding on the parties and, unless specifically agreed otherwise, not form a precedent with WTD for similar issues. If resolution is not reached in mediation, issues may be referred to arbitration, if it concerns the proper application or interpretation of the agreement.

The County and the Association shall each bear the cost of its own presentation and shall bear equally the fees and cost of the mediator.

The Association will have thirty (30) calendar days from the conclusion of mediation to make a written request for arbitration to the King County Office of Labor Relations who will provide a copy to WTD HR.

Step 5: Arbitration - If the grievance is not settled at Step 1, 2, 3 4, either of the signatory parties to this Agreement may submit the grievance to binding arbitration.

After the Demand for Arbitration is filed, the County and TEA will meet to select, by mutual agreement, an arbitrator. If the parties are unable to arrive at an agreement, either party may petition for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC) after which an arbitrator shall be selected by the alternate striking of names, with the first strike to be determined by the flip of a coin.

12.3 Arbitrator's Authority. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows:

1. The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and their power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration.

2. The decision of the arbitrator shall be final, conclusive and binding upon the County, TEA, and the employee involved.

3. The cost of the arbitrator shall be borne equally by the County and TEA, and each party shall bear the cost of presenting its own case. Each party shall bear the cost of its own attorney's fees regardless of the outcome of the arbitration.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

ARTICLE 13: NON-DISCRIMINATION

The County or the Association shall not unlawfully discriminate against any employee with respect to compensation, terms, conditions or privileges of employment because of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory disability, or union activities. Employees may process a grievance dealing with unlawful discrimination to Step 3 of the grievance procedure as described in Article 12. Failing to reach a settlement, employees may take the issues under this Article to the appropriate agency for adjudication.

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION

14.1 No Work Stoppages. The County and the Association agree that the public interest requires efficient and uninterrupted performance of County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and, should same occur, the Association agrees to take appropriate steps to end such interference. Any concerted action by employees shall be deemed a work stoppage if any of the above activities occurs.

14.2 Association's Responsibilities. Upon notification in writing by the County to the Association that any of its members are engaged in such work stoppage, the Association shall direct each of its members to cease such stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Association shall publicly order such employees to cease engaging in such a work stoppage.

ARTICLE 15: PART-TIME AND TEMPORARY EMPLOYMENT

15.1 Part Time Employees. The Section Manager/designee may approve an employee's request for a part-time schedule. Such approval is conditional on the County's determination of its business needs, and may be rescinded at any time due to changing business needs. The County shall normally provide a part-time employee at least two (2) weeks notice of any necessary change to the employee's part-time status.

All regular part-time employees scheduled for one-half time or more shall receive full medical benefits and privileges and prorated leave benefits. For hourly employees (i.e., employees not exempt from the overtime provisions of the FLSA), any hours worked in excess of the part-time employee's approved schedule up to forty (40) hours per week shall be paid at the straight time rate. Compensation for hours paid in excess of forty (40) hours per week for non-exempt part-time employees shall be in accordance with Article 8.

15.2 Part-time FLSA Exempt Employees. Part-time regular employees are those employees who work at least half-time but less than full-time in a calendar year. The following

applies to part-time regular employees who are in job classifications that have been designated as FLSA Exempt:

- Part-time regular employees are treated for all purposes including compensation consistent with the FLSA designation of their job classification.
- Part-time regular FLSA exempt employees have their workload expectations and pay established relative to a full-time position.
- In accordance with the Executive Policy PER 8-1-2 (AEP), with approval of the HRD Director, an employee who would otherwise be exempt from the FLSA may be compensated on an FLSA non-exempt basis when the department director determines that this method is in the best interests of the department.
- Part-time regular FLSA exempt positions may be approved by hiring authorities on the following bases, in which both the pay level and workload expectations are established relative to a full-time equivalent (FTE) position:
  - 0.5 FTE (20 hours per workweek)
  - 0.6 FTE (24 hours per workweek)
  - 0.75 FTE (30 hours per workweek)
  - 0.8 FTE (32 hours per workweek)
  - 0.9 FTE (36 hours per workweek)

15.3 Temporary Employees. Term Limited Temporary employees who have served at least one (1) year with WTD shall be eligible to compete as internal candidates for full-time career service positions represented by TEA. Term Limited Temporary employees shall be eligible to request a part-time schedule in accordance with Article 15.1 above.

ARTICLE 16: TIME, SPACE AND PROPERTY

16.1 Workplace Access. TEA representatives may, after notifying the appropriate Section Manager in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his or her activities during such investigations to matters relating to this Agreement.

16.2 Facilities. County space and facilities may be used by the Association for the purposes

of administering the terms of this agreement so long as it does not interfere with the normal operations of the work site.

16.3 Release Time. The County agrees to recognize up to eight (8) employees appointed and identified by TEA as representatives. When contract administration business is conducted during working hours, these employees are responsible for coordinating in advance with their Section Manager or designee so as to not negatively impact Section workload. Contract administration includes Weingarten hearings, formal and informal grievances, mediation hearings and other meetings (excluding arbitrations), and similar contract related work with Section Managers and Division Management. TEA meetings that do not include Section Managers or Division Management will be conducted during non-working hours, meal periods or break periods. Release time for contract negotiation sessions between the County and TEA will be limited to up to a total of four (4) persons for the two (2) bargaining units.

16.4 Bulletin Boards. The County shall provide bulletin board space for the use of TEA in areas accessible to the members of the bargaining units. Only recognized officers and staff representatives of TEA will be entitled to post and remove TEA materials, and only materials originating from and identified as official TEA documents with a TEA signature, logo, or appropriate stamp may be posted on the TEA bulletin board space.

16.5 Equipment Use. The County recognizes that County business will include certain activities relating to contract administration. Employees who are designated by TEA as representatives may make limited use of County telephones, FAX machines, copiers and similar equipment for the purpose of contract administration. As an example, a few copies made occasionally would be limited use of the copier, not copies for the entire bargaining unit or sections thereof. Similarly, use of the FAX, computer, and telephone would be on an occasional as needed basis and not on a routine basis and not for communications broadcast to large numbers of employees. In addition, such employee representatives may use the County electronic email system for communications related to contract administration provided that the use is limited to use which is brief in duration and accumulation, and which does not interfere with or impair the conduct of other official County business.

ARTICLE 17: SAVINGS CLAUSE

Should any part hereof or any provision in this Agreement 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 within thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or provisions of this Agreement shall remain in full force and effect.

ARTICLE 18: WAGE RATES

18.1 Pay Ranges. Pay ranges for each classification are set forth in Appendix A.

18.2 Cost of Living Allowance.

Pursuant to the negotiated and ratified "Memorandum of Agreement between King County and King County Coalition of Labor Unions "Addressing the 2011 Budget Crisis", the parties have agreed to cost-of-living adjustments as follows:

2012 - Effective January 1, 2012 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 percent (0%) floor and no ceiling.

2013 - Effective January 1, 2013 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 percent (0%) floor and no ceiling.

2014 - Effective January 1, 2014 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 percent (0%) floor and no ceiling.

Economic and Fiscal Conditions Reopener. 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.

As an example, the method for calculating COLA is as follows:

Step 1: Determine the average of the 6 bi-monthly Seattle CPI values (Series: CWURA423SAO) from August 2010 to June 2011 by dividing by 6.

Step 2: Apply the same computation method used in Step 1 to the values from August 2009 to June 2010 and determine the average.

Step 3: Take the difference between Step 1 and Step 2 and divide by results of Step 2.

Step 4: Convert into a percentage.

Step 5: Multiply percentage by 90% to get final COLA figure. For 2012, this results in an increase of 1.63%.

18.3 Normal Withholding. All payments made pursuant to this Agreement shall be subject to regular and legally required withholding. This will include deductions for purposes of the Public Employment Retirement System (PERS). King County shall be responsible to the Department of Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible to King County for repayment of the employee's share of their PERS contribution. Each individual shall have the PERS employee obligation deducted from any retroactive payment check.

18.4 Implementation Schedule. The County will implement any pay increases set forth in this Agreement as soon as practicable and consistent with all applicable laws.

18.5 Professional Registration and Certification Pay.

18.5.1 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.

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

18.5.3 Certifications and Professional Designations.

A. Within the terms of this Agreement, certifications include the following:

- ACI American Concrete Institute Concrete Construction Special Inspector (CM Classification Only)
- AWS American Welding Society Certified Welding Inspector (CM Classification Only)
- IAEI International Association of Electrical Inspectors Master Electrical Inspector (CM Classification Only)
- Crane Institute of America Certified Overhead Crane Inspector Certificate (CM Classification Only)
- NACE National Association of Corrosion Engineers (CM Classification Only)
- Association of Energy Engineers (AEE) Certified Energy Managers (CEM)
- American Institute of Certified Planners
- CMI Construction Manager
- Certified Public Accountant
- Hazardous Waste Certification HAZWOPER (when required by the job)
- One of: International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC, AMC (Real Property Agent Classification Only)
- One of: National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC (Real Property Agent Classification Only)
- One of: Project Management Institute Certification (PMP, PMR)
- ICC Underground Storage Tank Installation/Retrofitting Certification
- Washington State Associate Brokers License (Real Property Agent Classification Only)
- Washington State Bar Association
- Washington State Certified Real Estate Appraiser (Real Property Agent Classification Only)

- One of: Journey Electrician or Master Electrician or Electrical Administrator (CM Classification Only)
- One of: AHERA Asbestos Building Inspector or EPA Lead Inspector (CM Classification Only)
- Wastewater Treatment Operator
- One of: SAVE International (AVS, VMP, CVS)
- One of: AACE International (CCC™/CCE™, CCT™, EVP™, and PSP™)
- Classical RCM or RCM 2 Facilitator
- Certified Maintenance and Reliability Professional (SMRP)
- Certified Professional in Erosion and Sediment Control
- Green Building Certification Institute (GBCI) LEED AP
- Certified Geographic Information Systems (GIS) Professional (GIS Analyst Classification Only)

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

C. All employees who have one or more valid certifications as described in Section 18.5.3(A) 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 certification to receive compensation, or annually if certification requires annual renewal. Membership in an organization does not qualify an employee for compensation.

18.6 Professional Memberships, Licenses and Examination Reimbursements. Employees are encouraged to join professional organizations for the purpose of further professional development. The employer recognizes the value of professional affiliation and agrees to reimburse up to $400 annually for approved individual professional memberships, licenses and/or examinations that are related to the employee's position. An employee should discuss their desired memberships with their supervisor and/or WTD Human Resources to clarify whether it is an approved organization. Organizations or associations that issue the certifications/designations noted in 18.5.3 are approved, but as stated below, other restrictions may apply.

A. Employees may seek approval for reimbursement using the newly established process (form submission to supervisor for routing and approval). An employee may belong to more than one organization, but total reimbursements will not exceed the annual maximum, as stated above.

In situations when multiple employees want to join the same organization, management may approve an agency level membership or limit the number of individual memberships where benefits can be shared among employees. Membership dues covering a period of greater than 12 months will be prorated, but shall not exceed the annual cap.

B. Employees may seek reimbursement for professional exams that are relevant to the employee's position and duties. Employees may only seek reimbursement for a particular exam once during that year. The maximum reimbursement is limited to the amount stated above for any combination of memberships and/or exams.

18.7 Pay on Completing Probation. Newly hired employees (i.e., not including promotions or trial service situations) shall receive a one step increase upon satisfactory completion of the probationary period.

18.8 Pay on Promotion. An employee who is promoted will be placed either in the first step of the new salary range or at the step which is the equivalent of two steps (approximately five percent) more than the employee's former salary step, whichever is greater, but not to exceed the top step of the new range except as provided for below.

If the former salary step includes an above step-ten amount as a result of an incentive increase, the employee's new salary is based upon the above step-ten amount, provided that if such increase results in a salary that is above the top step of the new range (not to exceed 5% above the top step) the salary will be reduced to the top step at the end of the merit period unless the employee re-qualifies for an above-step-10 merit award.

When a promotion results from other than a reclassification, the appointing authority may place the promoted employee at any higher step in the salary range when the department director determines this action is warranted based on the criteria set forth in this Agreement and/or Personnel Guidelines as applicable, provided funds are available in the agency.

18.9 Advancement Through Pay Range. Career Service employees who are not on probation shall advance through the applicable pay range at two step increments, up to step 10, provided the employee does not receive an annual performance evaluation with an overall rating below satisfactory. Advancement beyond the top of the pay range, or above-top-step merit pay, shall be in accordance with King County's Merit Pay Manual, except where such sources conflict with this Agreement or with any established past practice between the parties.

Advancement through the new pay range for term-limited temporary employees shall be in accordance with the King County HRD August 2003 TLT Procedures, except where such sources conflict with this Agreement or with any established past practice between the parties.

18.10 Contract Re-opener for Certain Administrative Classifications. If King County makes changes to the wages for positions in administrative classifications through a coalition bargaining process involving a group of unions and associations including TEA representing administrative classifications, the parties' collective bargaining agreement shall be reopened by the parties for the limited purpose of applying such changes to those administrative classifications covered by said Agreement. The ground rules of the administrative support coalition bargaining are attached as Appendix C. For purposes of this Section, "administrative classifications" shall be limited to: Administrative Specialist classification series, Administrative Office Assistant, and Administrative Staff Assistant.

18.11 Standby Pay. Non-exempt employees assigned to standby duty with a pager or phone will receive 10 % of their base wage rate for each hour that they are assigned to respond to a call outside their normally scheduled work hours. To qualify for the payment, employees must be in a condition ready and able to report to work while assigned to respond to the call. If the employee reports to work, the employee will be paid at the regular rate and will not receive standby pay during that time. Exempt employees shall not be eligible for standby pay.

18.12 Night Differential. Non-exempt employees assigned to work at night for periods longer than two weeks will be entitled to a shift premium of 5% of their regular rate of pay for each hour worked between 8 pm and 4 am. Exempt employees shall not be eligible for night shift differential.

18.13 Salary Study Subject to Mediation and Fact Finding. The parties to this agreement will participate in a joint salary study for the successor agreement commencing not later than six months prior to the expiration of this Agreement. If the parties fail to reach agreement on wage rates, 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 reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her non-binding decision.

ARTICLE 19: CONTRACTING OUT

The County shall first consider TEA employees to perform all work, regardless of the size of the contract, and shall not contract out work that is performed and consistent with work covered by members of the Association if the contracting of such work eliminates represented positions. In the case of circumstances that are beyond the control of the County that could not reasonably have been foreseen, and for projects that the County is not reasonably able to provide the necessary tools,

employees, or equipment to perform work in a timely and cost effective manner, the County shall be allowed to enter into temporary contract arrangements. Prior to a layoff for lack of work, the County and the Association will enter into a dialogue with the objective of avoiding the layoff. The County will recall work assigned to consultants in order to avoid the layoff if 1) the work can be done by TEA employees and 2) the recall can be done in a manner that does not compromise quality, schedule and the overall business needs of the body of work or the project being recalled.

ARTICLE 20: SAFETY STANDARDS

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. The County may create and enforce safety standards above those required by law, provided that nothing in this Article waives TEA's rights to collectively bargain. The County shall supply and maintain safety-related items and equipment as required by law or Department or Division policy or directive.

ARTICLE 21: SPECIAL CONDITIONS

21.1 Authorized Leave Due to Inclement Weather or Safety Concerns.

A. Administrative offices and operations of the County will remain open during inclement weather unless directed otherwise by the Executive or respective department director. Department directors should make every reasonable effort to contact the Executive or Deputy County Executive prior to closing a department, facility or office.

B. Where a department director officially closes operations in his/her department because of adverse weather conditions, or orders employees to leave the premises because of safety concerns, all non-essential employees who are scheduled to work will be paid for the normally scheduled workday. This applies to affected overtime exempt as well as hourly employees.

1. Employees who previously requested and have been approved for time off (e.g., benefit time or extended sick leave, compensatory time-off, leaves of absence) will have hours deducted from their accruals as approved.

2. Temporary (other than provisional, probationary, and term limited temporary) and part-time employees will be paid for hours actually worked.

3. Essential employees who are scheduled to work but do not because of adverse weather conditions may use accrued benefit time or comp time (hourly employees), or accrued benefit time or executive leave (FLSA exempt employees), or the time will be charged as leave-without-pay for the scheduled work day. A department director or designee shall make the determination as to which employees are essential and, consequently, which employees are required to report for work despite emergency conditions.

C. Where a department, office or facility remains open but weather conditions prevent an employee from reporting to work, the following will apply:

1. The employee will notify his or her supervisor as soon as possible.

2. The employee may request, and the Section Manager/designee may approve, the use of compensatory time, benefit time, or leave without pay to cover absences due to inclement weather. Extended sick leave may not be used to cover absences due to inclement weather.

21.2 Automobile Reimbursement. No employee shall be required as a condition of employment to provide a personal automobile for use on County business. Any use of a personal automobile for County business shall be mutually agreed to by the County and the employee and shall be reimbursed at the rate established by the Internal Revenue Service.

21.3 Transit Passes. All employees covered under this Agreement shall receive an annual transit pass entitling the holder to ride without payment of fare on public transportation operated under the County's authority. In addition, such employees shall be entitled to use the transit pass to ride without payment of fare on public transportation services operated by or under the authority of Sound Transit, Pierce Transit, Kitsap Transit, and Community Transit, subject to agreements with such agencies as may be entered into by the County Executive.

21.4 Defense and Indemnification. Whenever an employee is named as a defendant in a civil action arising out of the performance of the employee's duties and is acting within the scope of employment, the County shall, at the written request of the employee, furnish counsel (or, solely at the County's discretion, reimburse the employee the cost of their private counsel) to represent the employee to a final determination of the action, without cost to the employee, and indemnify the employee from any damages arising from such action or proceeding as consistent with the County

Code, chapter 4.13.

ARTICLE 22: RETIREMENT

All eligible employees shall be covered by the Public Employee Retirement System.

ARTICLE 23: PERSONNEL ACTIONS

23.1 Job Postings. The County and the Association agree to develop and maintain a promotional system that will allow employees to be promoted to job classifications within employees' own bargaining unit depending on their demonstrated skills, knowledge, and the availability of higher level work and funding. The benefits to the employees and the organization include the following:

- Increases efficiency and effectiveness by retaining trained and qualified employees
- Promotes a productive, high quality work environment
- Provides employees with career growth opportunities within the Wastewater Treatment Division
- Enhances employee morale

The County and the Association have the following shared interests for filling vacancies of positions represented by the Association:

- Hiring the most qualified candidate to fill the position
- A quick and fair process
- Promoting from within

Management will determine staffing requirements based on an analysis of the business needs. When new positions are created or vacant positions are to be filled, employees represented by the Association will be notified via email. Employees shall complete and submit all requested application materials by the required application deadline.

Vacancies may be advertised simultaneously to the employees represented by the Association and those outside the Association in the interest of efficiency. Application materials will be reviewed to identify those bargaining unit candidates who meet the minimum qualifications of the positions based on the "qualifications" and "special necessary requirements" listed on the job bulletin. The highly qualified candidates are those who meet the "highly desirable" and/or "desirable"

qualifications listed on the job bulletin. From this group, management will interview a minimum of three (3) highly qualified candidates before considering outside candidates. If there are fewer than three (3) highly qualified candidates represented by the Association, management may also consider the outside candidates. The most qualified candidate will be selected.

An employment list which has been created for one or more vacancies may be used multiple times within six months of its initial creation. Otherwise, a previous employment list may not be reused for future vacancies.

23.2 Work out of Classification

A. General. Employees are to be properly paid for their assigned body of work, except in the case of incidental assignment as described below. No employee may assume the duties of a higher paid position without formal assignment, except in a bona fide emergency. Employees are not entitled to classification changes or compensation for work that is not assigned.

B. Incidental Assignment. Nothing in this article shall limit management from assigning an employee incidental work outside of the employee's current classification; such incidental work assignment shall not constitute the basis for an out-of-class assignment.

C. Special Duty Assignment. Employees may be assigned work out of their regular classification on a temporary basis by Special Duty Assignment. Special Duty assignments may be filled for no more than one year without a process that includes solicitation of interest and selection based upon job-related criteria. Restrictions on the length of the assignment are governed by County policy and the Personnel Guidelines. If this assigned work is to a lower classification, the employee will receive his/her normal rate of pay. Compensation for such special duty assignment shall begin on the day identified in the written assignment.

D. Pay on Special Duty

a. Pay for a special duty assignment shall be to 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 at least the equivalent of two steps (approximately 5 percent) increase over the employee's current rate of pay, whichever is greater.

b. Special duty compensation 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 no more than five percent and shall continue only as long as the merit pay would have remained in effect.

c. When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee would have received if the employee had not been assigned to special duty.

d. Special duty pay shall not be considered part of an employee's base pay rate for purposes of placement within a pay range as a result of promotion or reclassification.

23.3 Accretion of duties and Reclassification. Incidental assignments can have the cumulative effect of creating out-of-classification work by accretion when assigned work out of the employee's current classification becomes the preponderance of the work performed by the employee. Under these circumstances, employees may request the Human Resources Director (or designee) to review their job duties to determine if the duties and responsibilities performed by the employee are more accurately described in another, more appropriate, job classification.

A. County Classification Review Procedure. Employees will submit their request for reclassification by completing a Position Description Questionnaire and forwarding it to the WTD Human Resources Service Delivery Manager (SDM), who will forward it to the supervisor for review and comment. After the supervisor has reviewed and commented it will be submitted to the section manager and the division director before being returned to the WTD SDM for finalization. Once the PDQ has been finalized, it will be delivered to King County Human Resources Division for a classification analyst to review the request according to their policies and procedures and notify the employee of their findings when the review is completed.

B. Effective Date. The effective date of reclassification under this article will be 30 days from the initial submission of a fully completed PDQ to WTD SDM, or the date of the completed Supervisor review, whichever is less (incomplete PDQ's will not be considered as received if the WTD HR analyst returns the PDQ to the employee for further completion).

C. Classification and Compensation. Classification and compensation shall be in accordance with this Agreement. If a reclassification results in assignment to a higher paid

classification, then the employee shall receive at least step one of the new pay range or two steps above the employee's current rate of pay, whichever is highest.

D. Appeal. The County and the Union agree that disputes relating to the classification of a position will be submitted to the Division Director/designee of Human Resources Department of Executive Services for reconsideration. If the Union disagrees with the Division Director's/designee's decision it may, within thirty (30) days, submit the issue to a neutral third party. The neutral party will be selected in accordance with the grievance procedure in this Agreement. The decision of the neutral party shall be binding upon all parties. The classification issue (other than jurisdictional and pay-related) shall be presented to the neutral party and will not be subject to the King County Personnel Board or binding arbitration.

ARTICLE 24: BENEFIT PLAN

24.1 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.

24.2 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.

24.3 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 referenced in Section 24.2 above.

ARTICLE 25: DURATION

This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the Metropolitan King County Council and the King County Executive and shall be in effect from January 1, 2012 until December 31, 2014.

APPROVED this 8 day of OCTOBER, 2012.

By: _____

King County Executive

For the Association:

_____

Ade Franklin, President
Technical Employees' Association

APPENDIX A
WAGE ADDENDUM

cba Code: 459 **Union Code: W5B**

Supervisors Unit			
Job Class Code	**PeopleSoft Job Code**	**Classification**	**Range***
2810300	281402	Administrator III	63
7115100	712802	Capital Projects Managing Supervisor	74
7117600	715602	Construction Management VI	74
7118600	716502	Designer VI	63
5401100	540202	Environmental Programs Managing Supervisor	73
7119500	710402	Project Control Engineer Supervisor	73
7116600	714102	Wastewater Engineer VI	74

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

cba Code: 459 **Union Code: W5A**

Staff Unit			
Job Class Code	**PeopleSoft Job Code**	**Classification**	**Range***
4200100	421112	Administrative Office Assistant	29
4201100	421214	Administrative Specialist I	33
4201200	421324	Administrative Specialist II	37
4201300	421415	Administrative Specialist III	41
4201400	421511	Administrative Specialist IV	46
2810000	281109	Administrative Staff Assistant	48
2810100	281209	Administrator I	50
2810200	281307	Administrator II	56
7320200	734508	Applications Developer-Journey	60
7320300	734608	Applications Developer-Senior	65

Staff Unit			
Job Class Code	**PeopleSoft Job Code**	**Classification**	**Range***
7320400	734708	Applications Developer-Master	70
2131100	214109	Business and Finance Officer I	53
2131200	214213	Business and Finance Officer II	58
2131300	214308	Business and Finance Officer III	62
7114300	712302	Capital Project Manager I	56
7114400	712402	Capital Project Manager II	61
7114500	712502	Capital Project Manager III	68
7114600	712602	Capital Project Manager IV	71
7117100	715102	Construction Management I	53
7117200	715202	Construction Management II	58
7117300	715302	Construction Management III	63
7117400	715402	Construction Management IV	67
7117500	715502	Construction Management V	70
7117600	715603	Construction Management VI	73
2215100	223802	Contract Specialist I	56
2215200	223902	Contract Specialist II	61
4300100	431208	Customer Service Specialist I	32
4300200	431312	Customer Service Specialist II	36
7118100	716002	Designer I	43
7118200	716102	Designer II	47
7118300	716202	Designer III	52
7118400	716303	Designer IV	55
7118500	716402	Designer V	59
7322100	735108	GIS Specialist-Entry	55
7322200	735209	GIS Specialist-Journey	60
7322400	735408	GIS Specialist-Master	70
7322300	735309	GIS Specialist-Senior	65
7119100	717002	Project Control Engineer I	54
7119200	717102	Project Control Engineer II	59

Staff Unit			
Job Class Code	**PeopleSoft Job Code**	**Classification**	**Range***
7119300	717202	Project Control Engineer III	63
7119400	710303	Project Control Engineer IV	67
2441100	243110	Project/Program Manager I	53
2441200	243212	Project/Program Manager II	58
2441300	243312	Project/Program Manager III	63
2441400	243404	Project/Program Manager IV	68
2634100	264802	Real Property Agent I	49
2634200	264902	Real Property Agent II	55
2634300	265002	Real Property Agent III	61
2634400	265102	Real Property Agent IV	67
2243100	225303	Records Management Specialist	46
7116100	713602	Wastewater Engineer I	54
7116200	713702	Wastewater Engineer II	59
7116300	713802	Wastewater Engineer III	63
7116400	713902	Wastewater Engineer IV	67
7116500	714002	Wastewater Engineer V	70
7116600	714103	Wastewater Engineer VI	73
1075200	108903	Water Pollution Control Maintenance Manager	75
2430100	242102	Water Quality Planner/Project Manager I	53
2430200	242205	Water Quality Planner/Project Manager II	58
2430300	242305	Water Quality Planner/Project Manager III	63
2430400	242404	Water Quality Planner/Project Manager IV	68

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

APPENDIX B

Pursuant to Section 1.3 of this Agreement, the parties agree that the following provisions of the King County Personnel Guidelines (2005) are preempted by the terms of this Agreement:

Preamble/Disclaimer

Section 1.3

Chapter 4

Chapter 5

Sections 6.5, 6.6, 6.9, and 6.13 - 6.15

Chapter 9

Sections 11.1, 11.2, and 11.4

Sections 12.3 - 12.5

Sections 14.1, 14.2, 14.3, 14.4-14.6, 14.9 - 14.13, and 14.15.

Section 15.3

Chapter 16

Chapter 17

Chapter 18

Section 19.4

Chapter 22

APPENDIX C
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?)~~

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

APPENDIX C

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.

APPENDIX C

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.

APPENDIX C

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