

# **A G R E E M E N T**

**By and Between**

**TEAMSTERS LOCAL UNION NO. 117**

**Affiliated With The  
International Brotherhood of Teamsters**

**Representing the Supervisory Unit**



**And**

**KING COUNTY WATER DISTRICT NO. 125**

**Term of Agreement  
January 1, 2022 – December 31, 2026**

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King County Water District No. 125

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## **NOTICE TO ALL MEMBERS**

**If you become unemployed, or are off due to an on the-job injury in the jurisdiction of Local Union 117, you will be put on a withdrawal status upon request, provided all dues and other financial obligations are paid to Local Union 117, including the dues for the month in which the withdrawal status is effective.**

**If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current and/or request a withdrawal by contacting the office at (206) 441-4860.**

**ARTICLE 1 – VOLUNTARY RECOGNITION**

1.01 Voluntary Recognition - The Employer recognizes Teamsters Local Union No. 117 as the exclusive bargaining representative for a unit that includes employees in the following classifications and which meet the definition of “supervisory” as defined by RCW 49.80.005(13): General Manager (a.k.a. District Manager); Superintendent (a.k.a. Field Superintendent); excluding all other employees, confidential employees, elected officials and Commissioners.

1.02 Union Membership - It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of the Agreement shall remain members in good standing and all those who are not members of the Union on the effective date of this Agreement shall, on or before the thirtieth (30th) day following the effective date of the Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on or before the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

1.02.01 Notwithstanding the provisions of Section 1.02, if an employee does not wish to be a member of the Union, the employee may pay an amount equivalent to the regular dues and initiation fees of the Union, less the amounts not related to collective bargaining and contract administration services rendered by the Union. However, the employee shall be ineligible to vote in and participate in Union meetings or activities.

1.03 Union Dues or Fees Payroll Deduction - The Employer shall deduct Union dues or fees otherwise set forth in Section 1.02.01, for all employees who individually and voluntarily authorize in writing such payroll deduction from each month’s paycheck. The Union shall designate the amount to be deducted consistent with labor law requirements. Such amount shall be remitted promptly to the duly designated officer of the Union. Upon issuance and transmission of such dues or fees to the Union, the Employer’s responsibility shall cease with respect to such deductions. The Union and each employee authorizing the deduction from wages for the payment of Union dues or representation fees hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee or the enforcement of any part of Article 1 of this Agreement.

1.04 Union Notification - Within ten (10) calendar days from the date of hire of a new employee, the Employer shall forward to the Union the name and address of the new employee. The Employer shall promptly notify the Union of all employees leaving the Employer’s employment. Copies of all correspondence to the Union under this paragraph will also be sent to the Board of Commissioners or its designee.

## **ARTICLE 2 – UNION RIGHTS**

2.01 Union Shop Steward - The Union may appoint a shop steward, who shall not be the Superintendent. Immediately after appointment of its shop steward, the Union will furnish the Board of Commissioners with the name of the employee so appointed. The shop steward shall function as the Union's representative on the job. The shop steward shall not be discriminated against for making a complaint or giving evidence with respect to an alleged violation of this Agreement. Under no circumstances shall the shop steward interfere with orders of the Employer or change working conditions. Time spent performing shop steward duties shall be on the employee's own time (before and after work or during breaks and meal periods) and will not be considered work time.

2.02 Business Representative Access - An authorized representative of the Union shall have access to the Employer's establishment during working hours for the purpose of investigating grievances, working conditions, ascertaining that the provisions of this Agreement are being adhered to, and for regular visitation. Under no circumstances shall such access interrupt the Employer's working schedule or operations.

2.03 Bulletin Board - The Employer shall provide a bulletin board at a central location. The Union bulletin board shall be confined to use by the Union for such matters as announcements of Union meetings, social functions, nomination and election of Union Officers, information bulletins containing only factual reports of the progress or results of Union-Employer negotiations, and other union-related matters. Nothing posted on the bulletin board shall be derogatory toward the Employer, its elected officials or other personnel. If the Employer determines that a posting is deemed to be derogatory, the Employer shall remove the posting and return it to the shop steward.

## **ARTICLE 3 – MANAGEMENT'S RIGHTS**

Subject to the terms and conditions of this Agreement, the Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. The Employer retains the right to do the following, including but not limited to, determine staffing levels and work locations:

- recruit, examine, hire, appoint, promote, train, layoff, discipline; direct the workforce and assign job duties;
- schedule and assign overtime work;
- establish or revise the methods, means and processes by which work is performed;
- establish, revise, post and enforce rules; and
- the right to take whatever actions are necessary in order to assure the proper functioning of the Employer's operations.

**ARTICLE 4 – DISCIPLINE AND DISCHARGE**

4.01 No employee shall be disciplined, suspended, or discharged without just cause.

4.02 An employee may request a Union Representative or another member of the bargaining unit be present during an interview regarding an incident or wrongdoing, that may lead to disciplinary action against that employee. If so requested by the employee, the Employer shall allow a Union Representative to attend such interview.

4.03 Written reprimands, suspensions, or discharges shall be delivered to the subject employee by registered or certified mail, return receipt requested, or personal delivery. When mailed, delivery shall be deemed effective five (5) work days following the placement of the notice of written reprimand, suspension or discharge in the U.S. Mail, with sufficient postage affixed thereto; provided, however, that the subject employee may rebut such presumption by producing evidence that the employee did not receive such notice for reasons outside of the employee's control. Copies of all written reprimands, suspensions, or discharges shall concurrently be forwarded to the Union and the Board of Commissioners or its designee.

4.04 The Employer shall not normally discipline or discharge an employee more than thirty (30) days after the Employer has knowledge of an incident; provided, however, that should the reason for discipline or discharge be based upon employee actions that may violate Title VII of the 1964 Civil Rights Act, the Washington Law Against Discrimination (RCW 49.60 et seq.), or any local law prohibiting discrimination in the workplace, the Employer may rely upon incidents that occurred more than thirty (30) days after the Employer has knowledge of the most recent incident.

4.05 No employee shall be disciplined during the time in which an investigation is proceeding. Nothing in this paragraph precludes the Employer from suspending an employee without pay pending the outcome of the investigation.

4.06 Before making a final decision to suspend or discharge an employee, the employee will be afforded an opportunity to respond to the allegations or claimed misconduct. The Union Representative shall be notified of the pending decision and be given a reasonable opportunity to attend such meeting. Nothing in the paragraph precludes one of the Commissioners from also attending the meeting.

4.07 Upon reasonable notice to the General Manager, each employee shall be allowed access to their own personnel files at a mutually convenient time for the employee and the Employer. All reviews of personnel files shall take place at the Employer's office, and the General Manager or designee shall be present in the room during such review. Under no circumstances shall an employee remove or otherwise tamper with documents contained in the employee's personnel file. However, the employee shall be allowed to respond in writing to any document contained therein. Any written response shall be included in the employee's personnel file.

**ARTICLE 5 – NON-DISCRIMINATION**

The Employer and Union shall cooperate to assure that no employee is discriminated against by reason of race, religion, color, national origin, veteran status, sex, age, sexual orientation, gender identity, marital status, disability or any other protected classification under federal, state, or local law. The Employer and Union shall also cooperate to assure that no employee is discriminated against for or because of Union activities under state labor law.

**ARTICLE 6 – CONTRACTING OF WORK**

The Employer retains the right to contract out work under this Agreement. However, the Employer shall not normally contract out work which the members of the Union have historically performed unless it is required by law, is a business necessity, is due to an emergency situation, or to augment the workforce on a short-term, temporary basis. Except for emergency and temporary situations, the Employer will provide prior notice to the Union of its intent to contract out and, upon request, bargain the effects of that decision.

**ARTICLE 7 – HOURS OF WORK AND OVERTIME**

7.01 Hours of Work - The normal workweek for regular full-time employees shall be comprised of five (5) consecutive days of eight (8) consecutive hours of work totaling forty (40) hours and two (2) consecutive days off. By mutual agreement between the Employer and the employee(s), a flexible workweek may be established (e.g. a four (4) day, ten (10) hour workweek). The Employer may establish part-time schedules at its sole discretion. Nothing herein should be construed as a guarantee of a minimum number of hours actually worked. By mutual agreement between the Employer and the employee(s), employee(s) may perform some duties/functions via telework.

7.02 Starting Time - Each employee shall be assigned a regular starting time. The start time normally shall be 8:00 a.m. No full-time employee's start time will be changed to avoid overtime. Changes to full-time employee's regular start times will be made with fourteen (14) calendar days' notice.

7.03 Rest Breaks - Employees shall receive a rest period of not less than fifteen (15) minutes, on the Employer's time, for each four (4) hour work period. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour period. No employee shall be required to work more than three (3) hours without a rest period.

7.04 Meal Periods - The Employer shall provide each employee an unpaid one-half (1/2) hour meal period between the third and fifth hour of each shift.

7.05 Overtime - All hours actually worked in excess of the eight (8) hours in a workday or forty (40) hours in a workweek shall constitute overtime and shall be paid at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. All Sunday

work shall be paid at two (2) times the employee's regular straight-time hourly rate of pay. Overtime shall require prior approval from the Employer or designee, except in emergency circumstances.

7.06        Callback - An employee who has left work and is called back to work after completion of a regular day's shift shall be paid a minimum of two (2) hours at one and one-half (1½) times the employee's regular straight-time hourly rate of pay. Any employee who is called back to work shall provide the Employer or designee with documentation of the call. An employee's callback time shall be calculated from the time the employee left home to the time the employee returns home. If an employee is called back to work early and at the start of the employee's shift, the employee will not be entitled to the two (2) hour minimum so long as such hours are contiguous with the employee's shift.

7.07        Standby - An employee who is required to be available during off duty hours and subject to call out shall receive a standby allowance. Only one (1) employee at a time shall be designated on standby and eligible to receive this allowance under this Agreement. The standby allowance is based on a seven (7) consecutive day week. The rates for the duration of this Agreement are as follows:

- Effective January 1, 2022        \$350/week or \$50.00/day

7.07.01        In the event an employee who is on standby is called back to work, the employee shall receive both the standby allowance as well as the call back premium, in accordance with Section 7.06.

7.07.02        An employee who is on standby shall at all times wear a pager or carry a cell phone (as provided by the Employer) or shall otherwise be at a location where the employee can be reached by the Employer. While on standby the employee shall acknowledge a call within ten (10) minutes and provide an estimated response time and arrival and remain within a vicinity that permits the employee to respond within sixty (60) minutes of the call to the location or to the shop, whichever is reached first. The employee shall refrain from consuming alcohol or other substances that may impair job performance while on standby. Employee shall notify management as soon as possible if employee needs to be removed from standby due to an inability to perform job functions if called. A violation of these requirements shall be just cause for discipline.

7.07.03        Employees on standby are expected to respond to a call back to work. Failure of an employee on standby to respond to a call-back to work shall result in the forfeiture of that day's standby pay and may result in disciplinary action for repeated refusal to respond to a call back while on standby. If the unavailability is due to an emergency, and the employee has notified the superintendent of such emergency in advance, the employee shall be paid for the day of the emergency but will be removed from standby immediately upon



notice to allow for another employee to be assigned to standby for the duration of the week.

7.08 Meal Reimbursement - Upon submission of a receipt, employees shall be reimbursed for actual costs of a meal up to the maximum set forth below under the following circumstances:

- (a) The employee is required to work more than three (3) hours after the end of the employee's normal shift, if such work has not been scheduled at least one (1) day in advance, or
- (b) The employee is attending an Employer-approved seminar, conference, or training meeting away from the Employer's facility. Breakfast and/or dinner will be reimbursed only if the employee is away from home overnight.

7.08.01 The maximum reimbursements for meals shall be:

Breakfast	\$15.00
Lunch	\$20.00
Dinner	\$35.00

**ARTICLE 8 – PROBATION PERIOD, LAYOFF AND JOB VACANCIES**

8.01 Probation Period - A new employee shall be subject to a six (6) consecutive month probation period commencing with the employee's most recent first date of hire. During this trial period, such employee may be subject to immediate dismissal at any time at the sole discretion of the Employer without any rights under the Grievance Procedure set forth in Article 11.

8.01.01 A current employee who is promoted or transferred to a vacant full-time position may, at the discretion of the Employer, serve up to a six (6) month probation period in the new position. During this period, such employee may be removed from the new position and returned to the employee's former position at the Employer's sole discretion, or at the employee's choosing, within the first sixty (60) days of such period. While in the new position, the employee may not be discharged from employment unless just cause exists. A promoted or transferred employee retains rights under the Grievance Procedure set forth in Article 11 if the employee has completed the initial probationary period set forth in Article 8.01.

8.02 Layoff - In case of a layoff, the full-time employee with the shortest length of continuous service in the bargaining unit shall be laid off first, provided the more senior employees are qualified for the remaining positions and are able to provide effective operational support as determined by the Employer. The Employer shall provide an

employee with at least two (2) weeks advance written notification prior to layoff or two (2) weeks pay in lieu of notice.

8.02.01 The Employer agrees to lay off all part-time employees assigned to the office before the lay off of a full-time employee assigned to the office so long as the full-time employee is qualified and able to perform the remaining work. The Employer also agrees to lay off all part-time employees assigned to the field before the lay off of a full-time employee assigned to the field, so long as the full-time employee is qualified and able to perform the remaining work. Otherwise, the Employer retains the right to lay off part-time employees at its sole discretion.

8.03 Recall - In the case of recall, full-time laid off employees with the longest length of continuous service in the bargaining unit affected shall be recalled first, provided they are qualified for the position and can perform the duties required as determined by the Employer.

8.03.01 The Employer agrees to recall full-time laid off employees who were assigned to the office before recalling part-time laid off employees who were also assigned to the office so long as the full-time employee is qualified and able to perform the available work. The Employer also agrees to recall full-time laid off employees who were assigned to the field before recalling part-time laid off employees who were also assigned to the field so long as the full-time employee is qualified and able to perform the available work. Nothing in this paragraph precludes the Employer from recalling a full-time laid off employee to a part-time position. All other recall of laid off part-time employees shall be at the Employer's sole discretion.

8.03.02 All employees on layoff are responsible to keep the Employer informed of the address and telephone number where the employee can be contacted. An employee will lose seniority rights by/or upon resignation, discharge, retirement, layoff for a period of more than twelve (12) consecutive months or a failing to respond to an offer of recall after seven (7) calendar days as described below.

8.03.03 When the Employer recalls an employee, the employee must be notified by certified or registered letter that the employee is being recalled to work. The employee will be given seven (7) calendar days from receipt of the recall notice to respond by written notice or facsimile of the employee's intent to return to work. When mailed, delivery shall be deemed effective seven (7) calendar days following the placement of the recall notice in the U.S. Mail, with sufficient postage affixed thereto; provided, however, that the employee may rebut such presumption by producing evidence that the employee did not receive such notice for reasons outside of the employee's control. If the employee fails to contact the Employer within that time frame, the Employer's obligation to recall the employee shall cease and no future obligation shall exist. If an employee

decides not to return to work upon recall and so notifies the Employer, the employee forfeits all future recall rights.

8.03.04 Benefits Upon Reinstatement:

8.03.04.1 Employees who are reinstated within twelve (12) months shall receive/accrue vacation at the accrual rate previously held on a non-retroactive basis.

8.03.04.2 Employees reinstated will have accrued sick leave restored upon repayment of the sick leave cash out. There shall be no sick leave accrual for time the employee was laid-off.

8.03.04.3 Reinstated employees will have the applicable employee benefits such as medical, dental, and life insurance reinstated non-retroactively at the beginning of the month after recall.

8.03.05 Anniversary Dates Upon Reinstatement: The anniversary dates of reinstated employees will not be adjusted if reinstatement occurs within thirty (30) calendar days of the conclusion of an approved leave of absence.

8.04 Job Vacancies - When a full-time job vacancy occurs, current employees shall be given first consideration for filling the vacancy, based on their qualifications and ability to perform the duties of the vacant job as reasonably determined by the Employer and the job specifications. Nothing in this paragraph requires the Employer to hire a current employee for a job vacancy.

8.04.01 Notices of full-time job vacancies shall be posted on the Union bulletin board for five (5) working days. Current employees who desire consideration for openings shall notify the Employer in writing during the five (5) workday period the notice is posted.

8.05 Seniority List - Upon request, but not more than bi-annually, the Employer shall provide the Union with a seniority list showing the name of each employee within the bargaining unit, including present classification, date of hire, and present rate of pay.

**ARTICLE 9 – HOLIDAYS**

9.01 Full-time regular employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

Floating Holiday	ER and EE mutually agree
New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr.'s Day	3 <sup>rd</sup> Monday of January
Presidents' Day	3 <sup>rd</sup> Monday of February
Memorial Day	Last Monday of May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday of September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday of November
Day after Thanksgiving Day	
Christmas Eve	December 24 <sup>th</sup>
Christmas Day	December 25 <sup>th</sup>

9.02 In the event a holiday falls upon a Sunday, the following Monday shall be deemed to be the legal holiday. In the event the legal holiday falls on a Saturday, the preceding Friday shall be deemed to be the legal holiday. To ensure field and office operations are not closed, the Employer shall have the discretion to limit the number of employees taking their floating holiday on the same day.

9.03 Work performed by an employee on a holiday shall be paid, in addition to the employee's eight (8) hours of holiday pay.

9.04 Part-time employees shall be entitled to holiday pay on a pro rated basis, based upon the average number of hours worked in the respective employees' normal work week, and provided that the employees work their last scheduled work day before the holiday and their first scheduled work day after the holiday.

**ARTICLE 10 – LEAVES**

10.01 Vacation Leave – After completion of six (6) months of service, full-time regular employees shall individually accrue vacation leave on the following basis in accordance with the employee's accumulated service.

After one year through four years of service	12 days at 8.00 hrs/mo
Five years through nine years of service	18 days at 12.00 hrs/mo
Ten years through nineteen years of service	23 days at 15.33 hrs/mo
Twenty years or more of service	26 days at 17.33 hrs/mo

10.01.01 Vacation cannot be taken until after the completion of twelve (12) full calendar months of service.

10.01.02 Vacation shall be scheduled with notice to the Employer, and shall be granted on a seniority basis. Employees will be required to use as days off at least three (3) vacation days each calendar year.

10.01.03 An employee may accumulate a maximum of two (2) years accrued vacation leave (as determined by the employee's applicable accumulation rate as set forth in Section 10.01). Vacation time accumulated in excess of the maximum limit shall be forfeited.

10.01.04 Upon termination from employment, an employee shall be paid cash at the employee's then current rate of pay for all accumulated vacation time.

10.01.05 Once per calendar year, employees may cash-out up to forty (40) hours of accrued vacation leave, payable at fifty percent (50%) of the employee's then-current wage rate at the time of election. Employees must have accrued more than two-hundred fifty (250) hours of accrued vacation before being eligible for a vacation cash-out under this provision.

10.02 Compensatory Days - After completion of six (6) months of service, full-time employees shall accrue one (1) compensatory day per month. Four (4) hours will be credited to the employee's compensatory days account and four (4) hours will be cashed out and rolled over to the VEBA account on a monthly basis.

10.02.01 At the end of each calendar year (December 31) any accrued but unused compensatory days up to six (6) days will be cashed-out and rolled over to the employee's HRA VEBA account at the employee's then current rate of pay.

10.02.02 Time off using compensatory days must be scheduled in advance and will be granted at the discretion of the General Manager, or designee.

10.02.03 There shall be no cap on contributions of compensatory days to the employees' VEBA accounts.

10.03 Sick Leave - Full-time employees shall accrue one (1) day of sick leave per month. Four (4) hours will be credited to the employee's sick leave account and four (4) hours will be cashed out to the VEBA account on a monthly basis; provided however, under no circumstances shall a full-time employee accrue and have credited to the employee's sick leave account less than a minimum of one (1) hour of sick leave for each forty (40) hours worked.

10.03.01 An employee may accumulate up to nine hundred sixty (960) hours of sick leave.

10.03.02 An employee may use sick leave for the employee's sickness, accidents, doctor, dental or vision appointments, maternity leave, or other illness, injury, disability leave, or any other purpose permitted under applicable law. A physician's certificate may be required for an employee's sick leave absences of more than three (3) consecutive days. Sick leave may also be used for the illness or injury of an immediate family member with a health condition that requires treatment or supervision as documented by a physician's certificate.

10.03.03 Upon separation of employment, other than involuntary termination for just cause, sick leave accrued but not used shall be cashed out at the employee's then current rate of pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Percentage of Cash-out</u>
Through 6 years	25%
7-12 years	50%
13-18 years	75%
19 and more years	100%

Further, upon PERS retirement sick leave accrued but not used shall be cashed out at the employee's then current rate of pay and rolled into their HRA/VEBA account.

10.03.04 Employees who have accrued two hundred forty (240) hours or more of sick leave or vacation leave may opt to donate leave hours to a coworker who has exhausted his or her leave bank, provided that the donated employee's leave bank does not fall below two hundred forty (240) hours.

10.04 Jury Duty - Employees called upon for jury service in any municipal, county, state or federal court shall advise the Employer upon receipt of such call. Employees who serve on a jury shall receive full pay while performing such service; provided, that the employee must remit to the Employer all money the employee receives from the court for such service. The amount the employee shall be paid shall be based on the employee's straight time rate of pay and the employee's normal work week. Employees must return to work and work the remaining regularly scheduled hours on any workday when they are released from jury duty or otherwise not required to be at court for jury duty.

10.05 Bereavement Leave - An employee shall be paid three (3) days of pay at their regular rate for time off for a death in the immediate family.

10.06 For purposes of this Article, "immediate family" shall be defined as spouse, parent (biological, adoptive or an individual standing in loco parentis to the employee), child, sibling, parent-in-law, child-in-law, sister-in-law, brother-in-law, grandparents, grandparents-in-law, and grandchildren.

**ARTICLE 11 – GRIEVANCE PROCEDURE**

11.01 A “grievance” shall mean a claim or dispute by a supervisor in the supervisory bargaining unit with respect to the interpretation or application of the provisions of this Agreement.

11.02 Step 1 - The supervisor must verbally present a grievance to the Board of Commissioners within ten (10) calendar days of its alleged occurrence or knowledge of the same, whichever is sooner. The Board of Commissioners shall attempt to resolve it within seven (7) calendar days after it is verbally presented to the Board of Commissioners. Regardless of whether the grievance is resolved or denied, the Board of Commissioners’ decision will be reduced to writing and a copy shall be provided to the employee with a copy to the Union or its designee.

11.03 Step 2 - If the supervisor is not satisfied with the Commissioners’ Step 1 decision, the grievance will be reduced to writing detailing the provisions of the contract allegedly violated, relevant facts, and the remedy sought. The Union Representative will submit the written grievance to the Board of Commissioners or its designee for reconsideration within ten (10) working days of its receipt of the Board of Commissioners’ Step 1 response or before the next regularly-scheduled Board meeting, whichever is later. The Board of Commissioners, or its designee, shall submit to the Union the Board’s response to the grievance in writing within twenty (20) working days after receipt from the Union.

11.04 Step 3 - If the grievance is not resolved at Step 2, the Union may make a written request to move the grievance to arbitration. Such request must be made to the Board of Commissioners, or its designee, within thirty (30) calendar days following the date of the Board’s response at Step 2. The Union will also file at the same time (within thirty (30) calendar days) a request to the Federal Mediation and Conciliation Service (FMCS), with a copy to the Board of Commissioners or its designee. The FMCS request will ask for a panel of seven (7) arbitrators from Washington State only. The arbitrator will be selected from the FMCS panel. Both the Employer’s representative and the Union’s representative shall each alternately strike a name from the list until one name remains. The remaining name will serve as the arbitrator. The arbitrator will be bound by the voluntary labor arbitration rules of the FMCS. The decision of the arbitrator will be final and binding upon all parties to the dispute. The arbitrator will have no power to add to, subtract from, disregard, modify, or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to interpret and apply the provisions of this Agreement in reaching a decision. The arbitrator shall attempt to render a decision, in writing, within thirty (30) days following the arbitration.

11.05 Timelines - Timelines under this Article may be extended by written mutual agreement of the parties responsible for addressing the grievance at each step. Unless mutually agreed between the Union and the Board, or its designee, no grievance step may be by-passed. Failure to follow the timelines will result in the forfeiture of the grievance by the employee and Union, unless the timelines have been waived in writing or extended by written mutual agreement of the parties.

**ARTICLE 12 – PENSION**

12.01 PERS - Pension for employees and contributions to Public Employee's Retirement System (PERS) shall be governed by Washington State Statute.

**ARTICLE 13 – HEALTH AND WELFARE INSURANCE**

13.01 State Benefits Board - The Employer agrees to continue its participation of full premium payments to the State Employees Benefit Board for Medical, Dental, Life and Long-Term Disability Insurance for its full-time employees, their spouses, domestic partners and dependents.

13.01.01 Deductibles - Employees will be responsible for the payment of required deductibles.

13.01.02 Maintenance of Benefits - If increases (other than to deductibles) are needed to maintain benefits during the term of this Agreement, the Employer shall pay the increases as determined by the State's Benefits Board. The Employer shall pay any monthly Employer Group Rate Surcharge.

13.02 HRA VEBA - The Employer agrees to participate in the HRA VEBA Trust as it is presently constituted or hereafter amended. Contributions on behalf of each eligible employee shall be based on the selected funding sources/formulas, indicated below:

13.02.01 The Employer shall contribute on a monthly basis eight (8) hours of straight-time pay for each employee to the HRA VEBA Trust according to the following formula: four (4) hours from the employee's compensatory account and four (4) hours from the employee's sick leave account.

13.02.02 Employees who retire or separate from service with sick leave cash-out rights during the term of this Agreement will have any sick leave available cashed out and rolled over to the employee's HRA VEBA account at the employee's then current rate and based on the percentages in Section 10.03.03.

**ARTICLE 14 – WAGES**

14.01 Wage Schedule - Employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Appendix "A," effective January 1, 2022, which by this reference is incorporated herein.

14.01.01 Effective January 1, 2023, pay scales contained in Appendix "A" will be adjusted by one-hundred percent (100%) of the Seattle-Tacoma-Bellevue Area Consumer Price Index W, as measured from June 2021 through June 2022; provided



however, the annual general wage increase shall, at a minimum, equal 1.5%, but shall not exceed 5.0%.

14.01.02 Effective January 1, 2024, pay scales contained in Appendix "A" will be adjusted by one-hundred percent (100%) of the Seattle-Tacoma-Bellevue Area Consumer Price Index W, as measured from June 2022 through June 2023; provided however, the annual general wage increase shall, at a minimum, equal 1.5%, but shall not exceed 5.0%.

14.01.03 Effective January 1, 2025, pay scales contained in Appendix "A" will be adjusted by one-hundred percent (100%) of the Seattle-Tacoma-Bellevue Area Consumer Price Index W, as measured from June 2023 through June 2024; provided however, the annual general wage increase shall, at a minimum, equal 1.5%, but shall not exceed 5.0%.

14.01.04 Effective January 1, 2026, pay scales contained in Appendix "A" will be adjusted by one-hundred percent (100%) of the Seattle-Tacoma-Bellevue Area Consumer Price Index W, as measured from June 2024 through June 2025; provided however, the annual general wage increase shall, at a minimum, equal 1.5%, but shall not exceed 5.0%.

14.02 Part-time Employee Wage Rate - All part-time employees shall be paid an hourly rate of between seventeen dollars (\$17.00) and thirty dollars (\$30.00) to start, depending on qualifications and experience as determined by the Employer. Upon completion of twelve (12) consecutive months of service, the part-time employee's hourly rate will be adjusted by the cost-of-living increase given to the regular full-time employees on January 1 of the current year.

14.03 Step Placement and Anniversary Dates:

14.03.01 New Hires Step Placement - New employees and rehires will be paid at the minimum rate unless the Employer determines that the employee has education, certification, and/or experience that justify a higher rate. The anniversary date for wage increases for new employees will be the date of regular appointment, and the date for rehires will be the most recent date of regular appointment. However, the anniversary date (for purposes of establishing the correct pay step) for new employees and rehires will be adjusted to reflect any additional seniority credit, such as credit for service in a limited term position in the classification, that is within the bargaining unit, which immediately precedes the regular appointment.

14.03.02 Step Increases - An employee not at the maximum of their pay range shall receive a step increase upon the completion of one (1) year of service at the current step.

14.04        Promotion:

14.04.01     Definition - A promotion is an appointment to a classification with a higher pay range.

14.04.02     Pay Adjustments Upon Promotion - Newly promoted employees shall be placed on the step of the pay range of the classification promoted into at a pay rate that provides for a minimum pay increase of four percent (4%).

14.04.03     Anniversary Date Upon Promotion - The employee's anniversary date for wage increases will be the date of appointment to the higher classification.

14.05        Transfer:

14.05.01     Definition - A transfer is a lateral appointment to another position with the same pay range. The same rules for step placement and establishing anniversary dates (for step placement) apply whether the transfer occurs within the bargaining unit or from outside the unit.

14.05.02     Pay Adjustments Upon Transfer - If an employee receives a lateral transfer, there will be no change in pay.

14.05.03     Anniversary Dates Upon Transfer - The employee's anniversary date will remain unchanged.

14.06        Reinstatement - Employees reinstated to the same classification shall resume employment at the previously held salary range and step. If an employee is reinstated to a different classification, the beginning salary will be the step within the salary range most appropriate to qualifications and related experience.

14.07        Temporary Appointment to a Higher Classification - When a temporary appointment is to a higher classification, written verification of the temporary appointment will be placed in the employee's personnel file and the following provisions will apply:

14.07.01     The employee's rate of base pay will be set according to the promotional policy of Sections 14.04 through 14.04.02;

14.07.02     The higher base rate will apply to all hours in which the employee is in paid status; and

14.07.03     The employee has the right to return to his or her regular position at the end of the appointment without loss of seniority.

14.08 Boot Allowance – Field employees shall be given a boot allowance of two hundred dollars (\$200) on April 1 of each year.

#### **ARTICLE 15 – ANTI-STRIKE CLAUSE**

It is understood and agreed that services performed by employees covered by this Agreement are essential to the public health, safety and welfare of the District. Therefore, the Union agrees that it shall not authorize, instigate, aid, condone or engage in any strike, work stoppage, or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the operations of the District. No employee shall cause or take part in any strike, work stoppage, slowdown or other action which interrupts or interferes with the operations of the District. In the event of a violation of this Agreement, the Union agrees to take affirmative steps with the employee(s) concerned, such as letters, bulletins, telegrams and employee meetings to bring about an immediate resumption of normal work.

#### **ARTICLE 16 – SAVINGS CLAUSE**

Should any provisions of 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 legislation or court decree will not invalidate the remaining provisions of this Agreement. The remaining provisions will remain in full force and effect.

#### **ARTICLE 17 – ENTIRE AGREEMENT**

17.01 This Agreement is the entire agreement between the Employer and the Union. This Agreement supersedes any contrary or inconsistent prior understandings, work rules, personnel policies, or past practices which were in existences before this Agreement.

17.02 For a period of thirty (30) days after this Agreement is signed, the parties agree to retain any such understandings, practices, policies, or rules, unless otherwise modified by this Agreement, so as to allow the parties to negotiate such understandings, practices, policies, or rules in a letter of understanding.

#### **ARTICLE 18 – AMENDMENTS**

The Board of Commissioners and the Union may amend this Agreement upon mutual agreement and if executed in the form of a written Letter of Understanding signed by both parties.

#### **ARTICLE 19 – DEFERRED COMP**

19.01 Employer shall match one hundred percent (100%) of each employee's voluntary contribution to the existing Deferred Compensation benefit plan, subject to a cap of \$100.00 per month, per employee.

**ARTICLE 20 – DURATION**

20.01 Duration - This Agreement will become effective January 1, 2022 and continue in full force and effect through December 31, 2026.

20.02 Renegotiations – Negotiations for a successor Agreement may be initiated by either party by providing to the other party written notice of its intention to do so on or before December 31, 2026. If the Union decides to renegotiate the Agreement under this paragraph, it will submit the Union’s written notice to the Board of Commissioners. Only the Board of Commissioners is authorized to reopen negotiations for a successor Agreement under this paragraph.

**KING COUNTY WATER  
DISTRICT NO. 125**

**TEAMSTERS LOCAL UNION  
NO. 117, IBT**

  
RENEA BLANCHETTE  
Commissioner

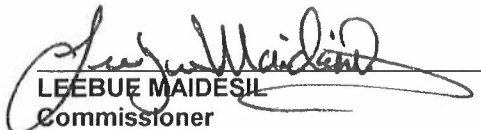
  
JOHN SCEARCY  
Secretary-Treasurer

11/9/21  
Date

12.7.21  
Date

  
LAURA MARRONE  
Commissioner

11/03/21  
Date

  
LEEBUE MAIDESIL  
Commissioner

11/05/21  
Date

**Appendix "A"**

A.1 Wages - Effective January 1, 2022, the following monthly pay rates shall apply for the corresponding classifications:

**2022 Salary Schedule**

**2022 Salary Schedule Base Rates**

Classifications	80%	Hourly Rate	84%	Hourly Rate	88%	Hourly Rate	92%	Hourly Rate	96%	Hourly Rate	100%	Hourly Rate
<b>General Manager</b>	\$10,400.00	\$60.00	\$10,920.00	\$63.00	\$11,440.00	\$66.00	\$11,960.00	\$69.00	\$12,480.00	\$72.00	\$13,000.00	\$75.00
<b>Superintendent</b>	\$8,480.00	\$48.92	\$8,904.00	\$36.53	\$9,328.00	\$38.27	\$9,752.00	\$40.01	\$10,176.00	\$41.75	\$10,600.00	\$61.15



# TEAMSTERS LOCAL UNION 117

*Affiliated with the International Brotherhood of Teamsters*

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington



## WEINGARTEN RECOMMENDATIONS TO EMPLOYEES<sup>1</sup>

The Union recommends employees take the following steps to protect their jobs<sup>2</sup>:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
  - a. Ask whether you are free to leave the room if you choose to do so;
  - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
  - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
  - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
  - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

**IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.**

<sup>1</sup> These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

<sup>2</sup> These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.