



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

KING COUNTY – WTD MANAGERS

June 2022

Modify the current language as follows:

- *Change dates to reflect newly bargained term throughout the Contract.*
- *Anywhere he/him/his/her/she are referred amend to they/them.*
- *Anywhere there are numbers or dollar amounts add the words and vice versa. Example: eighty percent (80%)*
- *Correct punctuation and grammar throughout as appropriate.*
- *Renumber to account for additions/deletions.*

ARTICLE 1: PURPOSE AND DEFINITIONS

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

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

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



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

C. Regular Employee - A career service employee.

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

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

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

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

The CLA shall apply to the individual bargaining unit's employees as follows:

Section 2.1. The Preamble in its entirety.

Section 2.2. All Superseding and non-superseding provisions of the CLA, with the exclusion of non-superseding Article 46 (Waiver and Complete Agreement).

ARTICLE 32: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION, SHOP STEWARDS

~~See also MLA Article 23.~~

32.1 Union Recognition

King County (County) recognizes Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters (Union), as the sole and exclusive bargaining representative of all full-time and regular part-time employees whose job classifications are listed in the attached Addendum A. The County agrees to extend recognition of the Union as bargaining representative for any new or added eligible manager and assistant manager positions that may be created in the future in the Wastewater Treatment Division (Division), in accordance with its PERC recognition.

3.2 Payroll Deduction for Political Contributions - Democratic, Republican, Independent Voter Education (D.R.I.V.E.). The County agrees to deduct voluntary contributions from the



1 paycheck of all employees covered by this Agreement in accordance with the following:

2 A. D.R.I.V.E. shall notify the County of the amount of compensation designated
3 by each contributing employee that they voluntarily elect to contribute. The amount will be whole
4 dollar increments and calculated based on the employee's pay period.

5 B. The County agrees to deduct from all employees covered by this Agreement
6 their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the
7 full amount on behalf of the contributing employee, the County will not withdraw any funds for that
8 pay period.

9 C. The County shall transmit to D.R.I.V.E. National Headquarters on a monthly
10 basis, in one check, the total amount deducted for each contributing employee along with the name of
11 each employee on whose behalf a deduction is made.

12 D. The Union will indemnify, defend and hold the County harmless against any
13 claims made and against it and any suit instituted against the County on account of any deduction or
14 lack thereof of D.R.I.V.E contributions.

15 **2.2 Union Membership**

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

23 ~~B. Employees covered by this Agreement who qualify for an exemption from the~~
24 ~~requirement for Union membership based on an employee's bona fide religious belief shall contribute~~
25 ~~an amount equivalent to regular Union dues to a charity mutually acceptable to the employee and the~~
26 ~~Union. The Employee shall furnish the Union with written proof each month that such payments are~~



1 ~~being made. If the employee and the Union do not reach agreement on such matter, the Public~~

2 ~~Employment Relations Commission (PERC) shall designate the charitable organization.~~

3 ~~————— C. Failure by an employee to abide by the provisions of paragraphs A and B will~~
4 ~~constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in A~~
5 ~~and B, the Union will provide the employee and the County with seventy two (72) hours notice of~~
6 ~~intent to seek the discharge of the employee. During this period the employee may bring the amount~~
7 ~~in arrears current to avoid discharge.~~

8 **3.3 —D.** Upon request, the County will provide the Union with a current list of all
9 employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit,
10 employment status, job classification, and date of hire into ~~his/her~~**their** current classification.

11 **3.4 —E.** The County will notify the Union of all new hires, and will notify the Union
12 whenever an employee is moved into or out of a bargaining unit position. The notification will
13 include the employee's name, section and/or unit, employment status, job classification, date of hire
14 and effective date of the personnel action.

15 **2.3 Union Dues Deduction**

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

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

23 **3.52.4 Shop Stewards, Union Activities and Representation**

24 **A.** Union Representatives (Staff) may visit the work location of employees covered
25 by the Agreement at any reasonable time. They shall inform the Division Director/designee upon
26 arrival at the work site being visited.



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

ARTICLE 43: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force are vested exclusively in the County, except as may be limited by the express written terms of this Agreement. All matters, including but not limited to, the right to hire, appoint, promote, demote, transfer, layoff, discipline and discharge, train, assign and direct the work force; improve efficiency; develop work rules, policies and procedures; develop and modify classification specifications, allocate positions to those classifications, allocate employees to those positions; determine work schedules, determine location of facilities and assign employees to those locations; appraise employee performance; contract out work; determine wage rates and wage schedules, place employees on the wage schedules and wage rates, and determine the methods employees move through wage schedules and wage rates at time of appointment; determine methods, processes and means for providing services; and take whatever actions are necessary as determined by the County in emergencies declared by the Department Director, County Executive, Governor of the State of Washington, or President of the United States.

ARTICLE 4: CONTRACTING OUT

~~See MLA Article 16.~~

ARTICLE 5: BENEFIT TIME

5.1 General Description

The benefit program has two elements to it: one is Benefit Time (BT) and the other is ~~Extended~~ Sick Leave (~~ESL~~). Both programs are for comprehensive benefit eligible employees and built on the accrual rate table set forth in Section 5.5. This program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. BT is administered with the



understanding that: a) BT is intended to constitute wages ~~earned for services rendered~~ replacement when an employee is on leave, and b) because business needs may constrain employees' ability to utilize leave, the Collective Bargaining Agreement provides for a yearly cash out conversion of ~~up to one hundred and twenty (120) hours of~~ BT.

5.2 Definitions

A. All BT and ESL time is based on a two thousand eighty (2,080) hours per year. BT is the bank of time accrued for use during scheduled paid time off, including holidays, ~~and as well as~~ as unscheduled paid time off (excluding bereavement leave and jury duty) ~~to include the first two (2) consecutive days of unscheduled illness or injury~~ once SL is exhausted.

B. ESL is the bank of time accrued for use during all paid nonscheduled illness ~~or injury exceeding two (2) consecutive scheduled workdays~~ and prescheduled sick leave for employees to care for their eligible and their dependents, as well as for scheduled paid time off for medical reasons family members (as defined under RCW 49.46.210(2) and KCC 3.12.220).

C. Employees may donate BT and ESL to another comprehensive benefit eligible employee in accordance with ~~Article 5.8~~ CLA Article 6. For purposes of clarification, BT donation shall be consistent with CLA vacation leave donation.

5.3 Principles

A. The BT program is intended to provide a productive workplace where employees are encouraged to be healthy and regularly be at work.

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

5.4 Absence

A. Employees are expected to schedule BT as far in advance as possible to facilitate business planning. Employees are expected to notify their supervisor ~~each day~~ of any unscheduled absence in accordance with WTD notice requirements. If the reason for unscheduled absence is for illness ~~in excess of two (2) consecutive days~~, the employee shall be paid from their accrued ESL bank



~~beginning with the third (3rd) day.~~ However, all BT and ~~ESL~~ time shall be coordinated with, and supplementary to, Workers' Compensation.

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

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

5.5 Benefit Time Accrual and ~~Extended~~ Sick Leave Accrual

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

Years of Employment	Accrual Rates		
	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



<u>Months of Service</u>	<u>Hourly Accrual Rate</u>	<u>Approximate Accruals</u>		
		<u>Days/Yr</u>	<u>Hrs/Yr</u>	<u>Hrs/Pay Period</u>
<u>0</u>	<u>0.119229</u>	<u>31</u>	<u>248</u>	<u>9.538</u>
<u>60</u>	<u>0.130767</u>	<u>34</u>	<u>272</u>	<u>10.461</u>
<u>96</u>	<u>0.134615</u>	<u>35</u>	<u>280</u>	<u>10.769</u>
<u>120</u>	<u>0.150005</u>	<u>39</u>	<u>312</u>	<u>12.000</u>
<u>192</u>	<u>0.153842</u>	<u>40</u>	<u>320</u>	<u>12.307</u>
<u>204</u>	<u>0.157692</u>	<u>41</u>	<u>328</u>	<u>12.615</u>
<u>216</u>	<u>0.161542</u>	<u>42</u>	<u>336</u>	<u>12.923</u>
<u>228</u>	<u>0.165380</u>	<u>43</u>	<u>344</u>	<u>13.230</u>
<u>240</u>	<u>0.169230</u>	<u>44</u>	<u>352</u>	<u>13.538</u>
<u>252</u>	<u>0.173077</u>	<u>45</u>	<u>360</u>	<u>13.846</u>
<u>264</u>	<u>0.176917</u>	<u>46</u>	<u>368</u>	<u>14.153</u>
<u>276</u>	<u>0.180767</u>	<u>47</u>	<u>376</u>	<u>14.461</u>
<u>288</u>	<u>0.184617</u>	<u>48</u>	<u>384</u>	<u>14.769</u>
<u>300</u>	<u>0.188467</u>	<u>49</u>	<u>392</u>	<u>15.077</u>

B. Annual and bi-weekly totals in the above table are approximations and may vary slightly based on the hourly rate.

C. ~~ESL~~ SL accrual shall accumulate for all employees on the basis of fifty-six (56) hours per year (0.0269 hours per hour). To the extent that this accumulation is more or less generous than sick leave requirements under Washington State law, the higher amount of leave shall be awarded to the employee. Any additional leave is awarded on the following pay advice.

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

E. Consistent with CLA Article 31 Sick Leave, Temporary and Part-time employees in short-term temporary positions and administrative interns shall accrue SL at the rate of 0.025 per hour for each hour in pay status to be used solely as paid sick leave for self-care or to care for a family member and for other qualifying reasons in accordance with state law, County code, and applicable Employer policies. On January 1 of each calendar year, all accrued SL over 40 hours will



be forfeited for short-term temporary employees.

F. Transition to new BT accrual chart. The accrual chart in Article 5.5.A has been updated to adopt two new holidays, Juneteenth and Indigenous Peoples Day. This change will add 16 hours of BT annually. The updated BT accrual rates shall be implemented retroactively to January 1, 2022.

5.6 Benefit Time Accumulation and ~~Extended~~ Sick Leave Accumulation and ~~Conversion~~ Cash Out

A. For employees hired prior to January 1, 2019, the maximum accumulated carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be six hundred (600) hours. Employees with at least four hundred and eighty (480) hours at that time shall have the option to convert up to one hundred and twenty (120) hours to cash, down to a balance of four hundred and eighty (480) hours. For employees hired on or after January 1, 2019 but before July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be four hundred and forty (440) hours. Employees with at least three hundred and twenty (320) hours at that time shall have the option to convert up to one hundred and twenty (120) hours to cash, down to a balance of three hundred and twenty (320) hours. For comprehensive benefits eligible employees hired on or after July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before April 1 of one calendar year to the next shall be 320 hours and all hours in excess of 320 hours shall be forfeited. One time per year, prior to the forfeiture of BT, Employees who have greater than 320 hours shall have the option to convert up to 80 hours to cash, down to a balance of 320 hours.

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

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



time. Vacation leave balances will convert to BT.

D. Unless modified by a VEBA agreement employees who have successfully completed probation may cash-out a maximum of 480 hours, or 320 hours for employees hired on or after January 1, 2019, of BT time upon leaving employment in good standing. Employees returning to regular service who resigned, were separated for non-disciplinary medical reasons or from layoff within two (2) years will have their ~~ESL~~ restored.

E. Failure to use BT beyond the maximum accrual amount as of April 1st will result in forfeiture of the BT beyond the maximum amount, unless the Division Director/designee has approved a carryover of such BT because of cyclical workloads, work assignments or other reasons as may be in the best interest of the County.

5.7 Upon Retirement or Death

Upon retirement from the County or death, ~~an~~ a comprehensive leave eligible employee or their beneficiary shall be paid for up to four-hundred eighty (480) hours, or three hundred twenty (320) hours for employees hired January 1, 2019, of accrued BT at one-hundred percent (100%) and for all accrued ~~ESL~~ at thirty-five percent (35%), unless modified by a VEBA agreement. Retirement as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County employment.

~~**5.8 Leave Donation—See MLA Article 6.**~~

ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY

~~**6.1 Leaves of Absence With Pay**~~

~~**A. Bereavement Leave.**—See MLA Article 8.~~

~~**B. Jury Duty.**—See MLA Article 5.~~

~~**C. Military Duty/Training Leave.**—See MLA Article 2.~~

~~**D. Executive Leave.**~~ Employees covered by this Agreement who are comprehensive benefit eligible and in salaried positions will receive three (3) days of Executive Leave per calendar



year, prorated for a partial year. Up to seven (7) additional days per year, as provided in Executive Policy, may be granted at the discretion of the County.

~~**E. Military Family Leave.** As provided under RCW 49.77 employees whose spouse is a member of the United States armed forces, national guard, or reserves who has been notified of an impending call or order to active duty, or who has been deployed, or when the military spouse is on leave from deployment, shall be entitled to a total of fifteen (15) days of unpaid leave per deployment or the use of accrued paid leave. In addition, the National Defense Authorization Act (NDAA) amends the Family and Medical Leave Act (FMLA) by providing up to twelve (12) weeks of leave for “any qualifying exigency” and up to twenty six (26) weeks of FMLA leave to care for the serious health condition of an injured or ill covered service member. Leave for a “qualifying exigency” provides up to twelve (12) weeks of leave for one of eight (8) clearly defined reasons arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status. Military caregiver leave under the NDAA provides up to twenty six (26) weeks of leave, instead of the standard twelve (12) weeks, to care for the serious health condition of a covered service member who is recovering from an illness or injury sustained in the line of duty. Eligible family members for military caregiver leave include the spouse, son, daughter, parent, or next of kin of the injured covered service member. Leave under the NDAA continues to follow the same eligibility criteria, protections and benefits available under the FMLA law.~~

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



~~6.2 Family and Medical Leave—See MLA Article 11.~~

~~6.3 Leaves of Absence Without Pay—See MLA Article 3.~~

6.24 Return from Unpaid Leave of Absence

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

B. Regular employees will be re-employed in their former classification at the end of the leave, provided the employee is able to perform the work. Seniority, ESL balance earned, and BT accrual rates based upon seniority established at the time of departure on leave of absence shall be restored when the employee returns to work.

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

6.35 State Law

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

ARTICLE 7: MEDICAL, DENTAL & LIFE INSURANCE

~~See also MLA article 25.~~

~~7.1 The County agrees to continue the Joint Labor Management Insurance Committee comprised of representatives from the County and its labor unions. The function of the Committee shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs.~~

~~7.2 The Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor Management Insurance Committee.~~



ARTICLE 78: WAGE RATES

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

78.2 ~~Total Compensation Agreement~~ General Wage Increases

General Wage Increase (GWI) adjustments will be in accordance with ~~the Coalition of Unions 2017-2018 Total Compensation Agreement as well as MLA~~ CLA Article 29 and the Memorandum of Agreement entitled Compensation Settlement for Implementation of Retroactive Increases.

78.3 Regular employees hired at Step 1 of the applicable pay range shall advance to Step 2 on the November 1 following successful completion of their probationary period ~~provided they receive a satisfactory performance appraisal during the annual merit review process.~~ Employees who are at Step 2 or above shall progress two (2) steps annually on November 1 ~~provided they receive a satisfactory performance appraisal during the annual merit review process~~ until reaching the top step of their salary range. Employees who are at Step 10 and receive an outstanding rating on their performance appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of five percent (5%), above Step 10. The merit increase for eligible employees will be no less than five percent (5%) above Step 10. This must be re-earned each year. Increases for term-limited temporary are in accordance with the King County Contingent Worker Manual, as amended. Short-term temporary employees are not eligible for step increases.

~~8.4 Special Duty.~~

~~See MLA Article 37.~~

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



ARTICLE 89: HOURS OF WORK

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

8.2 Fair Labor Standards Act - Employees covered by this bargaining unit are employed in a bona fide executive, administrative or professional capacity and are in turn exempt from overtime payments under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy and modifications thereto, and are expected to work the hours necessary to satisfactorily perform their jobs.

ARTICLE 10: DISPUTE RESOLUTION PROCEDURES

~~See MLA Article 26.~~

ARTICLE 911: SENIORITY AND JOB SECURITY

With respect to layoff and recall of regular employees, the County will layoff by inverse seniority and recall in order of seniority with the job classification affected, provided that the regular employee in question has the specific qualifications and demonstrated abilities to perform the work at issue. The County and the Union recognize that the nature of work performed by members of this bargaining unit is typically very specific to the position and not easily transferable even within classifications, so it is unlikely that bumping or recall procedures would apply.

ARTICLE 1012: MISCELLANEOUS AND SPECIAL CONDITIONS

1012.1 Special Pay

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

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



certification to receive compensation, or annually not later than December 31st for the following calendar year if certification requires annual renewal. There are no automatic renewals for certification pay. The effective date for certification, or professional designation, and/or license premium pay shall be prospective from the date that the request is submitted by the employee to the WTD Certification Pay Administrator, regardless of the date certified or recertified. No retroactive payments will be made for failure to provide documentation. Additionally, it is the express responsibility of the employee that their records are kept current. If during periodic reviews, it is discovered that the employee no longer qualifies for their monthly premium, steps will be taken to collect the overpayment.

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

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

~~12.2 Vehicle Usage Reimbursement – See MLA Article 24.~~

~~1012.23~~ **Personnel Files** - The employee or ~~his/her~~ their representative (if the employee so authorizes in writing) may examine the employee's personnel file. Employees may request that a document be removed from their personnel file in accordance with established division procedures and policy.

~~1012.34~~ **Performance Evaluation/Development Review**

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



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

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

1012.45 Legal Counsel - Employees named as a defendant in a civil action arising out of the performance of the employee's duties shall be provided legal representation and indemnification in accordance with the provisions of County Code.

1012.56 Drug Free Workplace - The Union agrees to comply with all applicable federal, state and County regulations and ordinances with regard to the drug free workplace. When available, a second supervisor will observe the behavior that warrants a reasonable suspicion test and will complete related forms in accordance with the County's drug and alcohol policy.

1012.67 Equal Employment Opportunity - ~~The County or the Union shall not unlawfully discriminate in employment on the basis of race, color, religious affiliation, national origin, age, marital status, sex, sexual orientation, gender identity or expression, or on the presence of a disability, except as otherwise provided by law.~~ Allegations of violations of this Section cannot be pursued to arbitration under Article ~~40~~26.

1012.78 Training ~~(See also MLA Article 36)~~ - Compensation for time in training and costs of training, such as tuition, for career enhancement shall be granted in accordance with the Division training policy.

1012.89 Regular employees cannot be disciplined or discharged except by just cause. Counseling and letters of expectation are not considered discipline. Temporary employees are employed at will and can be disciplined or discharged without cause.

1012.910 Probationary Period

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



1 ~~his/her~~their probationary period extended without recourse to the Dispute Resolution Procedure in
2 ~~Article 10~~CLA. If the probation period is to be extended, written notice of the extension must be
3 given to the employee and the Union prior to the end of the probationary period.

4 ~~1012.1011~~ **Trial Service Period**

5 All regular employees promoted or transferred to a different classification within the
6 bargaining unit shall serve a six (6) month trial service period. An employee who does not
7 successfully complete the trial service period in a position to which ~~he or she~~the employee had been
8 promoted or transferred may be restored to ~~his or her~~their former position unless the employee's
9 failure to successfully complete the trial service period is due to being terminated for misconduct.
10 Such restoration is not mandatory, but is optional at the discretion of the appointing authority.

11 **10.11 Automatic Vehicle Location System Use Policy – The “Automatic Vehicle Location**
12 **System Use Policy”**, as amended, shall apply to all employees with the following modifications or
13 additions:

14 A. AVL data will not constitute the sole documentation used to determine discipline
15 imposed on an employee.

16 B. Any real time viewing of data is permissible only for operational reasons and will
17 not be used for surveillance of employees, whether to monitor performance or to justify
18 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby
19 AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific
20 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

21 C. The County will not access such data for the purpose of disciplinary action unless
22 there is a good faith reason to believe that an employee has committed an offense that could result in
23 discipline. The County agrees not to request or view AVL data, absent any other evidence, for the
24 purpose of monitoring an employee who may have committed a violation of some rule or policy that
25 could result in disciplinary action, e.g., no fishing expeditions.



D. If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the AVL data, upon request before conducting an investigatory interview, then the AVL data shall not be used as evidence in any manner related to discipline.

E. The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.

F. All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union employee, for response pursuant to the department's policies and procedures.

~~12.12 Safety Gear and Equipment Allowance~~

~~See MLA Article 32.~~

~~12.13 After Hours Support~~

~~See MLA Article 33.~~

~~12.14 Transportation Benefits~~

~~See MLA Article 38.~~

~~ARTICLE 13: SAVINGS CLAUSE~~

~~See MLA Article 30.~~

ARTICLE 114: WAIVER AND COMPLETE AGREEMENT

Waiver.

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

B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with



respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE 1215: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST

1215.1 Contribution. The County shall pay \$2.00 (two dollars) to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with the Parties' pension agreements.

1215.2 Wage Reduction. All bargaining unit employees shall have their wage rate reduced by the amount of the County's contribution on the employee's behalf pursuant to Section 1215.1, above.

ARTICLE 16: DURATION

~~See MLA Article 31.~~

~~APPROVED~~ this _____ day of _____, 2018.

By: _____

~~King County Executive~~

International Brotherhood of Teamsters Local 117:



John Searcy
Secretary-Treasurer

King County Office of Labor Relations:

David Levin
Labor Relations Negotiator - Senior



Wage Addendum

International Brotherhood of Teamsters Local 117

Wastewater Treatment Division, Department of Natural Resources and Parks

Managers and Assistant Managers

<u>cba Code:</u> <u>159</u>		<u>ADDENDUM A</u>	<u>Union Code:</u> <u>F9</u>
<u>Job Class</u> <u>Code</u>	<u>PeopleSoft</u> <u>Job Code</u>	<u>Classification Title</u>	<u>Wage Range*</u>
<u>7111600</u>	<u>712901</u>	<u>Capital Improvements Program Section Manager</u>	<u>75</u>
<u>7111501</u>	<u>715701</u>	<u>Environmental Programs Section Manager</u>	<u>76</u>
<u>2142100</u>	<u>220101</u>	<u>Financial Services Manager - WTD</u>	<u>79-80**</u>
<u>7151100</u>	<u>719101</u>	<u>Wastewater Project Planning and Delivery</u> <u>Section Manager</u>	<u>85</u>
<u>7151200</u>	<u>719201</u>	<u>Wastewater Project Resources Unit Manager</u>	<u>79</u>
<u>7111400</u>	<u>712701</u>	<u>Wastewater Operations Manager</u>	<u>85</u>
<u>7111450</u>	<u>712712</u>	<u>Wastewater Treatment Plant Manager</u> <u>Assistant</u>	<u>79</u>

* For rates please refer to King County Squared Salary Table. The Union has agreed to reduce the wage rates under this contract by \$2.00 per hour for Addendum A pursuant to Article 12 of the collective bargaining agreement pertaining to participation in the Western Conference of Teamsters Pension Trust.

** Wage rate change is retroactively effective to 1/1/2021.



MOA to be separately executed:

Subject: Joint Wage Study

Background:

1. During the course of small table bargaining, the Union has variously proposed to conduct a joint wage study with the County or to increase the wages for positions in the bargaining unit.
2. The Parties have agreed to conduct a joint wage study under the following terms.

Agreement:

1. No later than December 31, 2022, King County and the Union shall schedule mutually agreeable dates to conduct a joint salary study, surveying the wage rates of some or all positions in the bargaining unit with the intent to complete this process by March 31, 2023. This joint salary study shall consist of a customary analysis, including, but not limited to, selection of comparable employers, selection of appropriate job matches at comparable employers, and a total compensation analysis of wages, insured benefits, and fringe benefits. Collective bargaining negotiations shall proceed the joint salary study to determine whether wage adjustments can be agreed upon.
2. The results of these negotiations shall be retroactive to January 1, 2023.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
KING COUNTY COALITION OF UNIONS**

Subject: GreenWhereWeWork (GWWW) Initiative

On June 19, 2020, the King County Department of Natural Resources and Parks (DNRP) announced the GWWW initiative which will permanently establish work-from-home as the primary employee office workspace, replacing, in part, a centrally-located employer-provided office space. This agreement memorialized the Parties' bargaining regarding the effects of this change.

The GWWW Initiative is guided by principles that are closely aligned with the mission, vision and goals of DNRP, the Equity and Social Justice Strategic Plan as well the King County True North and Values. The Department shall make every effort to ensure that the administration of teleworking does not result in an inequitable impact for employees who are part of communities that have historically been at an economic disadvantage and/or those employees who are more economically impacted as a result of classification, position type, tenure, etc. The Parties agree to jointly facilitate this effort and the topic of equity will be a standing agenda item for Labor Management Committee meetings.

All terms and provisions of the existing Collective Bargaining Agreements shall continue to apply unless specifically modified by the agreements set forth as follows:

AGREEMENTS:

1. WORKING CONDITIONS:

A. Telework Status: Teleworking is mandatory for positions identified by DNRP. However, waivers (temporary and permanent) may be requested in writing.

B. Processing Waiver Requests: The County will respond to requests for waivers in writing and requests will not be unreasonably denied. Decisions to deny the request will state the reasons for the decision based on balancing operational needs and the productivity and business needs of the employee.

C. Alternative Work/Flexible Schedules: Employees may request and the Department may approve alternative or flexible work schedules. No employee shall be prohibited from having access to an alternative work schedule or flexible schedule due to their telecommuting status.

D. Reasonable Accommodation: Employees whose condition requires reasonable accommodation will work with Disability Services for determination and procurement of necessary accommodations.

E. Workers Compensation: Employees who telecommute are responsible for

working safely and will work with Safety and Claims Management to process a worker's compensation claim for work-related occupational diseases or injuries while telecommuting.

2. **HOME OFFICE EXPENSES:** For DNRP employees on a mandatory telework assignment, the Parties agree to the following:

A. Teleworking Expenses:

1. Employees in need of basic office supplies will follow their normal process of requesting supplies. Normally supplies will be ordered through County procurement processes with supervisor approval and shipped to the employee's home.
2. General office supply expenses that have been approved in advance by the employee's supervisor, which cannot be procured through normal County processes, may be eligible for reimbursement. Such purchases must be pre-approved, documented, and reported for reimbursement to the County.
3. Additional equipment that an employee needs for their home workspace requires the approval of the department director, or their designee.

B. Technology support:

1. The County will supply necessary IT equipment and job-related tools. In the event the County is temporarily, or on a long-term basis, unable to supply necessary IT equipment and job-related tools, employees may be required to work on site as determined by the department to perform duties which require specialized equipment.
2. Employees who do not have adequate internet access from their telework location may request a wireless internet connectivity solution.
3. The County will provide routine maintenance and repairs for County equipment if the equipment is returned to a designated worksite.

3. **REOPENER:** During the term of this Agreement, the County may propose modifications to the working conditions and/or establish new policies that affect telecommuting conditions, provided that advance written notice is given to the Union, except in cases of emergency, and the Union shall be provided the opportunity to bargain the impacts or decision, to the extent required by law.

4. **DEFERRAL:** To the extent that components of the GWWW Initiative impact bargaining conflicted and/or are more appropriately discussed as a matter of negotiations over the Coalition Labor Agreement (CLA), its Appendices, or any other existing CBA, the Parties mutually agree to defer such matters to other bargaining tables, such as:

- A. Decisions and appeals of waiver requests.
- B. Job postings.

C. Spending limits and reimbursable expenses.


D. Monthly telework stipend.

5. **ORDER OF PRECEDENCE:** Should the County sign any agreements with the King County Coalition of Unions that address the same topics bargained within this Agreement, the agreement with the Coalition of Labor Unions shall supersede and take precedence over this Agreement.

6. **DURATION:** This Agreement expires on the expiration of the CLA and will expire in its entirety unless incorporated into the successor CBA.

010	Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks and Recreation
011	Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks
040	Professional and Technical Employees, Local 17 - Departments: Executive Services, Local Services, Natural Resources and Parks
048	Professional and Technical Employees, Local 17 - Information Technology
065	Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services, Local Services, Natural Resources and Parks
066	Professional and Technical Employees, Local 17 - Section Managers - Departments: Local Services, Natural Resources and Parks
154	International Brotherhood of Teamsters Local 117 - Professional & Technical and Administrative Employees
156	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks
157	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks
159	International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks
275	Washington State Council of County and City Employees, Council 2, Local 1652R - Industrial and Hazardous Waste
459	Technical Employees' Association - Wastewater Treatment Division, Department of Natural Resources and Parks, Supervisors and Staff

For Washington State Council of County and City
Employees, Council 2, Local 1652R:



Suzette Dickerson (May 24, 2021 16:37 PDT)

Suzette Dickerson
Staff Representative

May 24, 2021

Date

For Professional and Technical Employees, Local 17:



Karen Estevenin (May 21, 2021 18:18 PDT)

Karen Estevenin
Executive Director

May 21, 2021

Date

For Service Employees International Union, Local 925


Rion Peoples (May 26, 2021 18:22 PDT)

Rion Peoples
Internal Organizer

May 26, 2021

Date

For Technical Employees' Association


Michael Sands

Michael Sands
President

May 26, 2021

Date

For International Brotherhood of Teamsters, Local 117:

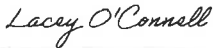


John Searcy
Secretary Treasurer

Jun 1, 2021

Date

For King County:


Lacey O'Connell

Lacey O'Connell
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

Jun 1, 2021

Date