

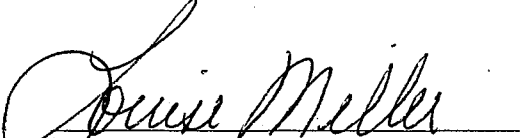
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SECTION 2. Terms and conditions of said agreement shall be effective from November 1, 1997, through and including October 31, 2000.

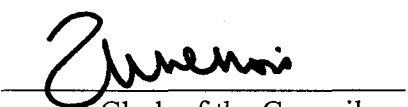
INTRODUCED AND READ for the first time this 8th day of February, 1999.

PASSED by a vote of 11 to 0 this 16th day of February, 1999.

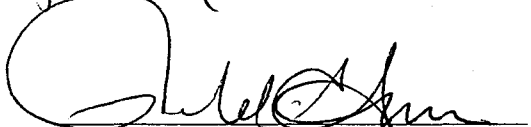
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 25 day of February, 1999.


King County Executive

Attachments: Memorandum of Understanding

Memorandum of Understanding

13408

Between

King County

And

**Service Employees International Union, Local 6;
Employees in the Wastewater Treatment Division**

The parties, King County and Local 6, Service Employees International Union (SEIU), hereby agree to the following amendments to the Collective Bargaining Agreement (CBA) concerning the Wastewater Treatment employees in King County and SEIU, Local 6:

1. As to all employees in the bargaining unit, both accreted employees and those already in the unit, types of employee positions will be defined only in accordance with the following:

The term "full-time employee" refers to a full-time regular employee as defined in the King County Code. The term "part-time employee" refers to a part-time regular employee as defined in the King County Code. The term "regular employee" refers to an employee in a regular position as defined in the King County Code.

"Temporary Employee," "temporary full-time employee," or "temporary part-time employee" refers to temporary and part-time employees as defined in the King County Code. However, reference to "temporary employees," "temporary full-time employees," or "temporary part-time employees" who are scheduled to work an average of twenty (20) hours or more per week and who are hired to fill positions intended to last one hundred eighty (180) days or longer, refers to a term-limited temporary employee as defined in the King County Code.

Part-time and temporary employees who exceed the calendar year working hours threshold identified in the King County Code, will receive the compensation and/or benefits as provided in the Code to the extent not already provided in the Collective Bargaining Agreement.

2. Newly accreted positions:

- a. The following positions are herewith accreted to and become a part of the Local 6 bargaining unit in Wastewater Treatment in keeping with the Public Employment Relations Commissions (PERC) Order (case number 13879-E-98-2321 dated April 29, 1998); effective May 7, 1998:

Process Analysts I, II, III

Process Lab Specialist I, II and III

Safety Officer(s)

Safety Environmental Specialist

Data Management Coordinator (Safety and Training)

Water Quality Specialist

Process Engineer I, II and III

- b. For all accreted employees listed above,

1. Benefit Time (BT) conversion will occur as follows:

- (a) January 1, 1999, will be treated as a normal holiday and will be covered using the HP KOT code. All subsequent holidays will be covered using BT.
- (b) On January 7, 1999, all current vacation leave and up to 40 hours of sick leave will be transferred into each employee's BT bank. Any sick leave remaining will be transferred into each employee's Extended Sick Leave (ES) bank.
- (c) Beginning on January 7, 1999, and continuing through the remainder of 1999, BT will be credited at the rate shown in Table 3-2 of the BT Handbook.
- (d) BT accrual will be based on the rates shown in Table 3-1 of the BT Handbook during 2000.

(e) ES will accrue at the rate shown in Table 4-1 of the BT Handbook beginning on January 7, 1999.

Full details of the BT program are contained in the Agreement and the BT Handbook.

2. Gainsharing. All accreted employees will participate in the gainsharing program with savings distributed as described in Section 18.3 of the Agreement. Participation by the health and safety officers in gainsharing, Parts I and II will be subject to the following conditions:
 - (a) The GOC will revise the gainsharing plan to appropriately take account of safety related activities and measurements. The adjustment will be in effect no later than March 1, 1999.
 - (b) If the GOC has not completed its task and had the change in the program approved by the JLMC by January 9, 1999, the matter will be immediately referred to a mutually acceptable source of mediation services. If the mediation process has not resulted in a completed product with approval of the GOC and the JLMC by the deadline of March 1, 1999, the parties will refer the matter to a fact finder and brief her/him such that the commencement of the fact finders work can occur immediately on March 1, 1999.
 - (c) The JLMC will jointly determine the timing and process to be applied by the fact finder prior to submitting the matter to her/him. The fact finder will reach a non-binding decision concerning the adjusted Gainsharing process within 30 days of submission of the matter to her/him. The decision will be given great

weight by the JLMC in its determination of the gainsharing process to be applied.

c. For employees in (a) above who are FLSA exempt (salaried employees), the following contract modifications apply:

(1) Definitions

Salaried employees, as designated in Attachment B are defined by the State Minimum Wage Act (MWA) and the Fair Labor Standards Act (FLSA) and are exempt from the overtime requirements of the FLSA and MWA and are expected to work the hours necessary to satisfactorily perform their jobs.

(2) Exclusions

Salaried employees are not subject to the conditions contained in Sections 15.4, 15.5, 15.6, 15.7, 15.8, 16.3 and 16.4.

(3) Modified Sections

Section 16.1 excluded except last sentence which does apply. The last sentence is: "Other innovative work schedules mutually agreed upon by the Employer and the Union may be utilized."

Section 16.5 Permanent Work Schedule Changes Fourteen (14) calendar days notice will be given an employee prior to implementing a permanent involuntary change in schedule. The current second sentence concerning overtime does not apply to these employees.

(4) BT/ESL Usage

Salaried employees who are absent for part of a workday will not be required to charge such absences against any accrued leave balances nor will the employee's pay be reduced. The conditions of Article 17 apply except for Section 17.11 and as limited above.

(5) Executive Leave

Employees covered by this Article 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. These employees shall be covered under the King County Executive Leave Pay and Leave Practices for Executive Administrative and Professional Employees Policy (Executive Policy PER 8-1-1) and modifications thereto which shall be applied in a fair and equitable manner. Such employees are expected to work the hours necessary to satisfactorily perform their jobs.

- d. For Process Lab Specialist III, the Job Progression criteria will be developed on or before December 1, 1998. If not, the following process will occur:
- (a) The JPOC will recommend to the JLMC revisions to the Job Progression Program to incorporate requirements to pass through a "gate" to enter level III of the Process Lab Specialist job. The adjustment will be in effect no later than March 1, 1999.
 - (b) If the JPOC has not completed its task and had the change in the program approved by the JLMC by January 1, 1999, the matter will be immediately referred to a mutually acceptable source of mediation services. If the mediation process has not resulted in a completed product with approval of the JPOC and the JLMC by the deadline of March 1, 1999, the parties will refer the matter to a fact finder and brief her/him such that the commencement of the fact finders work can occur immediately on March 1, 1999.
 - (c) The JLMC will jointly determine the timing and process to be

applied by the fact finder prior to submitting the matter to her/him. The fact finder will reach a non-binding decision concerning the adjusted job progression process within 30 days of submission of the matter to her/him. The decision will be given great weight by the JLMC in its determination of the JPOC process to be applied.

2. Wages:

- a. Accreted classifications – appendix B attached will apply.
- b. Management Systems Support Asst. (MSSA) – there will be an additional step (Step F) added to the current steps in the job. This will be a 5% increase and will be accomplished by the employees' passing through a gate in job progression which will be defined by the Job Progression Oversight Committee.
- c. The Industrial Instrument Technicians with and without job progression and the Industrial Maintenance Electricians with and without job progression shall have the following increases adjusted to their base salary. As of 11/1/97, a three- percent increase, as of 11/1/98, a four- percent increase, and as of 11/1/99. a three- percent increase. These increases shall be applied to the salaries at the time of signing (December, 1998) and are therefore in addition to the March 1, 1998 and September 1, 1998 Cost of Living Adjustments (COLAs) already received. The next COLA will be applied March of 1999.

Marc Earls 11/20/98
Marc Earls, SEIU, Local 6 Date

Ron Sims 2/1/98
Ron Sims, King County Executive Date

Michael Walsh 12/31/98
Michael Walsh, Labor Negotiator Date

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Appendix B
Effective 5/7/1998

All classifications listed are FLSA Exempt except Process Lab Specialist I, II, III.

Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5
Engineer II	20.376	21.6495	22.923	24.1965	25.47
Engineer III	24.832	26.384	27.936	29.488	31.04
Engineer IV	27.456	29.172	30.888	32.604	34.32
Safety & Health Administrator II	16.936	17.9945	19.053	20.1115	21.17
Safety & Health Administrator III	20.776	22.0745	23.373	24.6715	25.97
Safety & Health Administrator IV	24.344	25.8655	27.387	28.9085	30.43
W/W Process Analyst I	17.808	18.921	20.034	21.147	22.26
W/W Process Analyst II	20.976	22.287	23.598	24.909	26.22
W/W Process Analyst III	23.192	24.6415	26.091	27.5405	28.99
Process Lab Specialist I	15.816	16.8045	17.793	18.7815	19.77
Process Lab Specialist II	17.576	18.6745	19.773	20.8715	21.97
Process Lab Specialist III	19.432	20.6465	21.861	23.0755	24.29

02/16/99

Introduced by:

Jane Hague
Greg Nickels

eb
2/17/99 Clerk

Proposed No.:

1999-0020

ORDINANCE NO. **13409**

AN ORDINANCE approving subject to conditions the change of control of the franchises and commitments held by TCI Cablevision of Washington, Inc. under Franchise 12132 and Tele-vue Systems, Inc. d/b/a TCI of Washington and TCI Pacific, Inc. under Franchise 11680 to AT&T Corp. and declaring an emergency.

SECTION 1. King County is granted authority under federal, state and county law and the terms of existing franchises to grant permission for a transfer of control of the cable Franchises 12132 and 11680.

SECTION 2. For the reasons set forth in this ordinance the proposed change of control is in the public interest if the conditions set forth in this ordinance are fully satisfied.

SECTION 3. Findings of fact. The council hereby finds the following facts:

A. TCI Cablevision of Washington, Inc., and Tele-vue Systems, Inc. d/b/a/ TCI of Washington (together, for the purposes of this ordinance, "franchisees"), subsidiary corporations of Tele-Communications, Inc. (for the purposes of this ordinance, "TCI"), provide cable television service in unincorporated King County pursuant to franchises 12132 and 11680, as amended (for the purposes of this ordinance, "franchise agreements").

B. TCI has entered into a merger agreement with AT&T Corp. (for the purposes of this ordinance, "AT&T") that may, if approved, result in a change of control of TCI and, indirectly, of franchisees.

C. TCI and AT&T have filed with the county FCC Form 394, and given notice