

14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 April 9, 1999, through and including October 31, 2000.

16 INTRODUCED AND READ for the first time this 6th day of December, 1999.

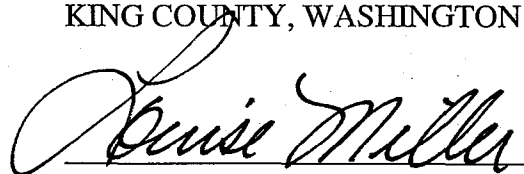
17 PASSED by a vote of 10 to 0 this 13th day of December, 1999.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Chair

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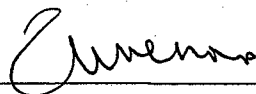
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ATTEST:

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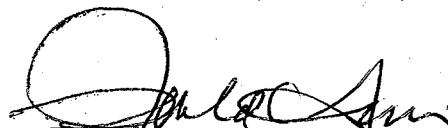
Clerk of the Council

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APPROVED this 14 day of December, 19 99

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King County Executive

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Attachments: Collective Bargaining Agreement (156C0299), Addendum A (156W0199),
and two Memoranda of Understanding (156U0199 and 156U0299)

Memorandum of Agreement

by and between

King County

And

Teamsters Local No. 117

(representing Professional & Technical and Supervisory Employees

in the Wastewater Treatment Division, Department of Natural Resource)

King County, Washington (the Employer) and Teamsters Local No. 117 (the Union) agree that for the duration of the collective bargaining agreement covering the period April 9, 1999 through October 31, 2000, FLSA exempt employees covered by the agreement will receive three days of Executive Leave per calendar year. Executive Leave up to seven additional days per year, as provided in Executive Policy 8-1-1, may be granted at the discretion of the Employer.

For King County:

King County Executive

Date

For Teamsters, Local No. 117

John A. Williams
Secretary-Treasurer

Date

Memorandum of Agreement
by and between
King County
And
Teamsters Local No. 117
representing employees in
Wastewater Treatment Division
Department of Natural Resources

Teamsters Local No.117 (hereinafter the Union) and King County (hereinafter the Employer) enter into this agreement to resolve their differences on the subject of equitable compensation for supervisors relative to the employees they supervise. The parties agree that certain employees in the Teamsters Local No. 117 Supervisor bargaining unit in Wastewater Treatment Division shall be granted a one-time salary increase in accordance with the following provisions:

1. The Employer will determine which members of the Supervisor bargaining unit, if any, have a subordinate employee or employees whose base rate of pay is higher than the base rate of pay of the Supervisor bargaining unit member, as of April 9, 1999.
2. Only base salary will be included in the comparison and adjustment; all other forms of compensation such as shift premiums or overtime pay will be excluded.

- 3. For all such Supervisors with a higher-paid subordinate, the base rate of pay will be increased to 2.5% higher than the highest-paid subordinate employee, effective April 9, 1999, but not to exceed the maximum of the Supervisor's assigned salary range.
- 4. Cost of living increases, annual increases within the salary range, and other compensation provisions of the collective bargaining agreement between the parties shall be applied after the salary increase as provided in this Memorandum of Agreement.

The parties agree that this is a one-time salary adjustment for the purpose of resolving their differences, and it shall not establish a precedent.

For King County:

King County Executive

Date

For Teamsters, Local No. 117

John A. Williams
Secretary-Treasurer

Date

AGREEMENT BETWEEN
KING COUNTY
AND
TEAMSTERS LOCAL 117
Representing Professional -Technical and Supervisory Bargaining Units
in
WASTEWATER TREATMENT DIVISION
KING COUNTY DEPARTMENT OF NATURAL RESOURCES

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DEFINITIONS

1
2 **Business Teams**---the work groups assigned by management to plan, monitor, evaluate, and carry out
3 work assignments and operational standards within their area of responsibility.

4 **Classification**---A group of positions that are sufficiently similar in their duties, responsibilities, and
5 authority that the same descriptive title may be used to designate each position allocated to the class.

6 **Emergency**---an unforeseen combination of circumstances or the resulting state that calls for
7 immediate action.

8 **FLSA Exempt Employee**---An individual who is designated by the OHRM Director as being
9 employed in a bona fide executive, administrative or professional capacity as defined by the Fair
10 Labor Standards Act (FLSA), and who is therefore exempt from FLSA overtime pay requirements.

11 **Full-time Employee**---an employee normally scheduled to work forty (40) hours per week or one
12 who works an alternative work schedule recognized as equivalent status to a forty (40) hour week.

13 **Hourly Employee**---An employee who occupies a position that is covered by the FLSA overtime
14 requirements (also referred to as non-exempt employee).

15 **Opening**---a vacancy the Employer has determined should be filled.

16 **Part-time Employee**---an employee normally scheduled less than forty (40) hours per week.

17 **Regular Employee**---an employee in a budgeted FTE position.

18 **Special Duty Assignment**---a temporary appointment to perform work different from that normally
19 performed.

20 **Temporary Employee**---an employee hired to fill a special project position of limited duration or to
21 provide short-term replacement staffing for regular employees absent from their positions for reasons
22 such as leave of absence (including term-limited temporary employee as defined in the King County
23 Code).

24 **Transfer**---movement of an employee from one position and/or job assignment to another within the
25 same classification.

26 **Vacancy**---an unfilled position resulting from retirement, termination, promotion, demotion, or the
27 creation of a new position.

1 **PREAMBLE**

2 This Agreement is the result of good faith negotiations between King County (the Employer)
3 and the Teamsters Local Union Local No. 117 (the Union)

4 This document establishes a framework within which the Employer and the Union can
5 achieve our joint mission to efficiently and effectively operate and maintain the public's wastewater
6 treatment system while providing a high quality work environment. Both parties agree that this
7 agreement promotes and provides the flexibility and openness needed to further the goals of
8 improving the work environment, promoting safety and wellness, and productivity initiatives.

9 This Agreement was written through a collaborative process that allowed the Employer and
10 the Union to communicate openly to produce a contract while building positive, ongoing
11 relationships. The Agreement was developed to accomplish the following goals:

- 12 • Develop a compensation and benefit package that is the best in the wastewater
13 treatment industry, and which will attract and retain outstanding employees.
- 14 • Create an Agreement that generates gains in efficiency and effectiveness, is
15 economically feasible, and is justifiable to the Council, the ratepayer, and the public.
- 16 • Write an Agreement that is clear and easily understood.
- 17 • Develop an Agreement consistent with a supportive, productive, challenging, high-
18 quality work environment in which all employees are treated with dignity and
19 respect and are valued for their individual and team contributions.
- 20 • Collaborate to produce an excellent Agreement while building an ongoing labor-
21 management relationship based on open communications, mutual trust, and respect.
- 22 • Include a process in the Agreement by which mutually beneficial changes can take
23 place.

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1 **ARTICLE 1: JOINT LABOR MANAGEMENT COMMITTEE**

2 The parties agree to present to the existing Joint Labor Management Committee a request to
3 include representatives designated by Teamsters Local 117. This request will be made jointly by the
4 parties, as soon as practical after this Agreement is in effect.

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1 **ARTICLE 2: UNION RECOGNITION, MEMBERSHIP, REPRESENTATION, SHOP**
2 **STEWARDS**

3 **2.1 Union Recognition**

4 The County recognizes Teamsters Local Union No. 117, affiliated with the International
5 Brotherhood of Teamsters, as the sole and exclusive bargaining representative of all regular full-time
6 and regular part-time employees whose job classifications are listed in the attached Addendum A. In
7 recognizing the Union as the exclusive bargaining representative, the County agrees to not effect any
8 change in the wages, benefits, or working conditions covered by the terms of the Agreement, except
9 by mutual agreement with the Union. The County agrees to extend recognition of the Union as
10 bargaining representative for any new or added Wastewater Treatment Facility operated by King
11 County and to extend the terms of this Agreement to represented employees working in those
12 facilities.

13 **2.2 Union Membership**

14 **A.** It is a condition of employment that, within thirty (30) days of the effective date of
15 this Agreement, all employees covered by the Agreement will become and remain members in good
16 standing in the Union, or pay an agency fee to the Union in lieu of membership dues. This
17 requirement will apply to employees who are temporarily appointed to work in a job classification
18 covered by this Agreement if the appointment is expected to last thirty (30) days or more.

19 **B.** Employees covered by this Agreement who qualify for an exemption from the
20 requirement for Union membership based on a bona fide religious belief, or bona fide teachings or
21 tenets of a church or religion of which the employee is a member, shall contribute an amount
22 equivalent to regular Union dues to a charity mutually acceptable to the employee and the Union.
23 The Employee shall furnish the Union with written proof each month that such payments are being
24 made.

25 **C.** Failure by an employee to abide by the provisions of paragraphs A and B will
26 constitute just cause for discharge. If an employee has failed to fulfill the obligation set forth in A
27 and B, the Union will provide the employee and the County with seventy-two (72) hours notice of
28 intent to seek the discharge of the employee. During this period the employee may bring the amount

1 in arrears current to avoid discharge.

2 D. Upon request, the County will provide the Union with a current list of all
3 employees in the bargaining unit. Such list will indicate the employees' names, section and/or unit,
4 employment status, job classification, and date of hire into his/her current classification.

5 E. The County will notify the Union of all new hires, and will notify the Union
6 whenever an employee is moved into or out of a bargaining unit position. The notification will
7 include the employee's name, section and/or unit, employment status, job classification, date of hire
8 and effective date of the personnel action.

9 **2.3 Union Dues Deduction**

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

13 B. The Union will indemnify and hold the County harmless against any claims made
14 and any suit instituted against the County on account of any collection of the dues for the Union. The
15 Union agrees to refund to the County any amounts paid to it in error on account of the collection
16 provision, upon presentation of proper evidence thereof.

17 **2.4 Shop Stewards, Union Activities and Representation**

18 A. Union Representatives (Staff) may visit the work location of employees covered by
19 the Agreement at any reasonable time. They shall report to the appropriate manager/designee upon
20 arrival at the work site being visited.

21 B. The County agrees to recognize employees appointed and identified by the Union
22 as Shop Stewards. When contract administration business is conducted during working hours, the
23 employee is responsible for clearing the time taken away from work with his/her manager or
24 supervisor.

25 C. The Union shall be allowed use of bulletin board space to post Union notices.
26 Only recognized officers, stewards, and staff representatives of the Union will be entitled to post and
27 remove Union materials, and only materials originating from the Union office and bearing the Union
28 logo or signed by a staff representative of the Union may be posted on the Union bulletin board space.

1 The Union shall be allowed to post electronic mail notices on the County system if the notices meet
2 the same requirements, provided they comply with King County Policies governing electronic mail
3 and internet use.

4 D. Employees who are designated by the Union as stewards and/or representatives of
5 the bargaining unit may make limited use of County telephones, FAX machines, copiers and similar
6 equipment for the purposes of contract administration. In addition, such employee representatives
7 may use the County electronic mail system for communications related to contract administration,
8 provided they comply with King County policies governing electronic mail and internet use. In no
9 circumstances shall use of the County equipment interfere with County operations.

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1 **ARTICLE 3: NON-DISCRIMINATION**

2 Neither the County nor the Union will discriminate against any individual with respect to
3 compensation, terms, conditions, or privileges of employment because of race, color, creed, religion,
4 national origin, age, ancestry, marital status, gender, sexual orientation, veteran status, or a sensory
5 mental or physical disability, except as otherwise provided by law.

6 All employees share the responsibility of maintaining a work environment that is supportive
7 of equal employment opportunity. Employees, and members of the public alike, will be treated fairly
8 and with dignity and respect.

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1 ARTICLE 4: NO STRIKES OR LOCKOUTS

2 During the term of this Agreement, neither the Union nor the employees covered by this
3 Agreement shall cause, engage in, sanction, or in any way encourage employees covered by this
4 bargaining unit to slowdown or strike. The Employer shall not institute any lockout of its employees
5 during the life of this Agreement.

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1 **ARTICLE 5: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

2 The Employer shall have exclusive authority and responsibility to administer all matters that
3 are not covered by this Agreement.

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1 **ARTICLE 6: IMPROVING QUALITY AND EFFICIENCY**

2 **Process Improvements:** The Employer and the Union will establish joint task forces to
3 develop and implement learning to improve quality and efficiency utilizing mutually developed
4 approaches.

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ARTICLE 7: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**7.1 General**

Employees covered by this Agreement may be either full-time or part-time. The Employer shall staff positions as full-time where possible, recognizing that legitimate work requirements or employee needs may require the use of part-time or temporary employees.

7.2 Probationary Period

The first six (6) months of regular employment shall be a probationary period for all employees. During this period an employee may be terminated without recourse to the Dispute Resolution Procedure.

7.3 Trial Service Period/Probationary Period

All employees promoted or transferred to a different classification within the bargaining unit shall serve a six (6) month trial service period during which they may be reverted back to their prior job classification and appropriate pay step for cause, subject to appeal through the Dispute Resolution Procedure.

1 ARTICLE 8: PERSONNEL ACTIONS

2 8.1 Job Posting

3 The purpose of posting job announcements is to ensure that interested employees know of
4 openings that occur within their bargaining unit and that they have a reasonable chance to compete for
5 those positions.

6 8.2 Non-competitive appointments for internal candidates

7 Regular positions or special project assignments may be filled on an acting or temporary basis
8 for no more than six months without competition. The Section Manager and the Supervisor of the
9 affected business team may jointly approve an extension of up to six additional months. Management
10 will notify the Union of non-competitive appointments and extensions.

11 If management determines that a non-competitive appointment will become a continuing
12 assignment of a regular career-service position, or a temporary special duty assignment is expected to
13 last more than six months, the position will be posted for a minimum of 14 days and filled as a
14 transfer or competitive appointment. Management needs to determine this change far enough in
15 advance to carry out the necessary administrative details in a timely manner.

16 8.3 Competitive appointments

17 For all competitive appointments to positions in the Local 117 bargaining units, selection
18 criteria will be established in advance by a panel that includes at least one Local 117 representative.
19 The panel will interview and evaluate candidates, and make recommendations to the appointing
20 authority. The same selection criteria shall apply to external and internal candidates.

21 All openings of regular bargaining unit positions, and special assignments or temporary
22 appointments performing bargaining unit work that are expected to last six months or longer, will be
23 filled by the competitive appointment process:

24 **8.3.1 Internal candidates:** Internal candidates refers to employees covered by this Agreement.
25 Openings to be filled by a competitive appointment process shall be posted for internal candidates
26 first, for a minimum of 14 days. The selection panel will first consider applications from members of
27 the bargaining unit, including employees in the same job classification of the open position who wish
28 to be considered as transfer candidates.

1 **8.3.2 External candidates:** If no qualified internal candidate is selected by the appointing
2 authority, the position may be posted for applications from employees not covered by this Agreement.

3 **8.4 Transfer Procedures - Supervisors**

4 When openings occur in the Supervisors bargaining unit, a bid process (defined below) will be
5 established within the classification and affected area (East only or West only). This process will take
6 place when more than one individual within an area has the same classification. The bid procedure
7 will take place as needed, but at least every five years unless waived by mutual agreement, to ensure
8 that employees have an opportunity for movement. If openings exist after this bid process is
9 complete, the procedures for competitive or non-competitive appointments will be followed.

10 Bid Process: When management intends to fill a vacant position within the Supervisor
11 bargaining unit, such positions will be posted for bidding by seniority within classification and area.
12 Management and Local 117 representatives must agree to any position to be excluded from the
13 bidding procedure for legitimate business considerations. The bidding sheet will be posted for twelve
14 days. Failure to bid within this time frame signifies that the employee is giving up the right to bid for
15 the position.

16 **8.5 Layoffs**

17 In the event of a need for a reduction in force, the Employer will meet with the Union as far in
18 advance as possible, a minimum of six weeks, to identify the reasons requiring the reduction and the
19 number and classifications of employees affected.

20 The Employer commits to provide training to affected regular employees that allows those
21 employees to compete for other available jobs. The Employer and the Union agree that these affected
22 employees shall be given preference for job openings within the bargaining unit for which they meet
23 the minimum qualifications. If layoffs are required, the least senior employee(s) in the affected
24 classification shall be laid off provided that those employees remaining on the job are qualified to
25 perform the work assigned.

26 Employees laid off shall be eligible for recall for two (2) years from date of layoff.

27 Employees subject to layoff shall be allowed to exercise seniority rights as defined in Article
28 9.1 to displace the least senior employee in another bargaining unit classification, provided he/she has

1 completed a probationary period in the other classification, and has more seniority than the least
2 senior employee in the classification.

3 **8.6 Outplacement**

4 The County will contract with qualified firms to provide outplacement services for employees
5 who have been notified of their impending layoff. Each affected employee will be allowed to access
6 such outplacement services for a period of one year following receipt of their notice of layoff, or to a
7 maximum of \$2,500, whichever comes first.

8 **8.7 Recall**

9 Employees shall be recalled to the affected classifications in the order of seniority (the most
10 senior being recalled first) provided that those recalled are qualified to perform the work assigned.

11 To be eligible for recall, a laid-off employee must keep the Employer informed of his/her
12 current address and phone number. The Employer shall notify laid-off workers of recall by certified
13 letter. When offered re-employment from layoff, the employee must indicate acceptance and report
14 for work within thirty (30) days unless unusual circumstances prohibit return within that time period.

15 Employees failing to respond and return in a timely manner shall be considered to have
16 waived their recall rights.

1 ARTICLE 9: SENIORITY

2 All regular employees shall accrue seniority from the date of hire. All temporary employees
3 completing the probationary period shall be credited with seniority retroactive to date of hire.

4 **9.1** Seniority shall be defined as the length of continuous service with the Employer for the
5 purposes of layoff and recall.

6 **9.2** Seniority shall be defined as the length of continuous service within classification for
7 purposes of transfers and all other purposes.

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1 **ARTICLE 10: DISCIPLINARY ACTION**

2 No employee who has completed the probationary period shall be disciplined except for just
3 cause. The Employer and the Union agree with the principle of progressive discipline, which may
4 include oral reprimands, written reprimands, suspension and discharge, or alternative forms of
5 discipline mutually agreed upon.

6 All discipline of non-probationary employees shall be subject to the Dispute Resolution
7 Procedure in Article 12.

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1 **ARTICLE 11: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT**

2 **PLAN**

3 **11.1** Each Employee will receive regular performance evaluations.

4 **11.2** When an Employee's supervisor believes the Employee's performance is unsatisfactory,
5 the supervisor will document the specific performance deficiencies with a written performance
6 appraisal. This Employee may request that this performance appraisal be reviewed by the next higher
7 level of supervision.

8 **11.3** Upon receipt of an unsatisfactory performance appraisal and, if requested, the
9 completion of a higher level review which confirms the unsatisfactory performance appraisal, the
10 Employee will be placed on a *Performance Improvement Plan*. The *Performance Improvement Plan*
11 will be reviewed by WTD Human Resources and will include the following:

- 12 • Opportunity for the employee to be involved in the development of the *Performance*
13 *Improvement Plan*
- 14 • Description of the Employee's specific performance deficiencies
- 15 • Specific performance objectives
- 16 • Listing of resources available to the Employee, as appropriate
- 17 • Specified duration (up to 12 months) that provides sufficient time for the employee
18 to make the required improvements
- 19 • Regular review of the employee's performance with written evaluation to the
20 Employee indicating his/her progress in meeting the specific performance
21 objectives.

22 **11.4** The act of placing an Employee on a *Performance Improvement Plan* is not a grievable
23 action.

24 **11.5** While on a *Performance Improvement Plan*, an Employee will not receive any
25 scheduled salary step increase. If the Employee successfully completes the *Performance*
26 *Improvement Plan*, the Employee will then receive the delayed salary step increase. Delayed receipt
27 of a salary step increase will not impact future scheduled salary step increases.

28 **11.6** When an Employee is unable to satisfactorily perform the specific performance

1 objectives of his/her *Performance Improvement Plan*, the supervisor may extend the period of the
2 *Performance Improvement Plan* (but not to exceed the 12 month maximum) if the supervisor
3 determines that the Employee may be able to make the required improvements if given more time.

4 **11.7** An Employee who is unable to satisfactorily perform the specific performance
5 objectives of his/her *Performance Improvement Plan* will be subject to demotion or discharge from
6 employment. Demotions or discharges resulting from a failure to satisfactorily complete a
7 *Performance Improvement Plan* will be subject to the grievance and arbitration process in Article 12.

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1 **ARTICLE 12: DISPUTE RESOLUTION PROCEDURES**

2 **12.1 Grievance/Arbitration/Mediation.** King County recognizes the importance and
3 desirability of settling grievances promptly and fairly in the interest of continued good employee
4 relations and morale and to this end the following procedure is outlined. To accomplish this, every
5 effort will be made to settle grievances at the lowest possible level of supervision/management.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievances.

8 The Union shall not be required to press employee grievances if, in the opinion of the Union,
9 the grievance(s) lacks merit. With respect to the processing, disposition and/or settlement of any
10 grievance, including hearings and final decisions of Boards and Arbitrators, the Union shall be the
11 exclusive representative of the employee(s) covered.

12 **A. Definitions.**

13 Grievance – A claimed violation of any provision of this Agreement. Complaints of
14 discrimination shall be subject to this dispute resolution procedure, but shall not be subject to
15 arbitration.

16 Working Days – Monday through Friday, excluding holidays observed by King
17 County.

18 **B. Procedure.**

19 **Step 1.** A grievance shall be verbally presented by the aggrieved employee or his/her
20 representative within fifteen (15) working days of the date when the employee could reasonably be
21 expected to know of the basis for a grievance. The grievance shall be presented to the employee's
22 Section Manager (Plant Manager or Maintenance Manager, as appropriate). The Manager or designee
23 shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within
24 fifteen (15) working days after submission of the grievance. If a grievance is not presented in writing
25 to the next level within ten (10) working days after the date of the Step 1 response, it shall be
26 presumed resolved.

27 **Step 2.** If after thorough discussion with the Section Manager or designee, the
28 grievance has not been satisfactorily resolved, the employee or his/her representative may submit the

1 grievance in writing to the Division Manager or designee. The grievance statement must include a
2 brief description of the events that are the basis of the grievance, the provisions of this Agreement
3 that the employee believes have been violated, and the requested remedy. All letters, memoranda and
4 other written materials previously considered at Step 1 shall be made available for the review and
5 consideration of the Division Manager or designee. He/she may interview the employee and/or
6 his/her representative and receive any additional related evidence which he/she may deem pertinent to
7 the grievance. He/she shall make his/her written decision available within twenty (20) working days;
8 copies will be provided to the employee, the Union representative, the employee's Section Manager
9 or designee, WTD Human Resources, and the OHRM Labor Relations Manager. If the grievance is
10 not pursued to the next higher level within twenty (20) working days, it shall be presumed resolved.

11 **Step 3.** If, within twenty (20) working days of the date of response provided in Step
12 Two, the matter has not been resolved, the grievance may be submitted to Arbitration. If Arbitration
13 has been timely requested, the parties may with mutual consent attempt Grievance Mediation. The
14 process will use a mutually acceptable mediator and conclude within thirty (30) working days after
15 the mutual request.

16 Should arbitration be necessary either after an attempt to mediate the dispute or directly after
17 Step Two, the Parties shall select a third disinterested party to serve as an arbitrator. In the event that
18 the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
19 seven arbitrators furnished by the American Arbitration Association or the Federal Mediation and
20 Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from
21 the list by both the County representative and the Union, each alternately striking a name from the list
22 until only one name remains. The party to strike first shall be determined by a coin toss. The
23 arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision
24 promptly and the decision of the arbitrator shall be final and binding on both parties.

25 No matter may be arbitrated which the County, by law, has no authority over, nor authority to
26 change, or has been delegated to any civil service commission or personnel board as defined in RCW
27 41.56.

28 The arbitrator shall have no power to change, alter, detract from or add to the provisions of

1 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
2 in reaching a decision.

3 The arbitrator's fee and expenses shall be borne equally by both parties. The fee for any court
4 reporter for a verbatim record of any proceeding shall be borne by the party requesting same unless
5 otherwise mutually agreed. A copy of any record shall be made available to the other party at cost.

6 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

7 C. Time Limits. Time limits may be extended by written agreement of the parties.

8 **12.2 Alternate Dispute Resolution Procedures.**

9 After a grievance is initially filed, the following Alternative Dispute Resolution (ADR)
10 process may be followed, with mutual consent. This process will not exceed twenty (20) working
11 days unless extended by mutual agreement:

12 A. A meeting will be arranged by the Union representative and Employer
13 representative (or their designees) to attempt to resolve the matter.

14 B.

15 (1) The meeting will include a mediator and the affected parties.

16 (2) The parties may mutually agree to other participants such as union and
17 management representatives or subject matters experts.

18 C. The parties will meet at mutually agreeable times to attempt to resolve the matter.

19 D. If the matter is resolved, the grievance will be withdrawn.

20 E. If the matter is not resolved, the grievance will continue through the grievance
21 process and be considered timely under the previous step.

22 F. The moving party can initiate the next step in the grievance process at the
23 appropriate time, irrespective of this process.

24 G. Offers to settle and aspects of settlement discussions will not be used as evidence
25 or referred to if the grievance is not resolved by this process.

ARTICLE 13: MEDICAL ARBITRATION

A grievance from an employee who is removed from service or refused permission to return to service from sick leave or a leave of absence due to a physical or mental disability preventing the employee from performing all of the duties of his/her position shall be processed only through the following medical arbitration procedure. Nothing in this Article shall relieve the employer from meeting its duties under the Americans with Disabilities Act (ADA).

Step 1. The employee shall present to the Employer a medical release from his/her primary treating physician that authorizes the employee to perform, without restriction, all physical and mental duties of his/her position. In the absence of such a medical release, the parties agree that no grievance exists.

The Employer will evaluate the medical release from the employee's physician. If the Employer does not accept the medical release, the Employer will, at its expense, refer the employee to an independent consulting physician of the Employer's choice for a medical examination. The medical examination shall be conducted and evaluated based upon the requirements of the job as specified in the job description in effect at the time of disability. If the independent consulting physician authorizes return of the employee to work, the employee will be allowed to return to duty upon release without loss of seniority. The employee shall receive back pay from the date the employee presented an acceptable medical release from his/her physician to the Employer, provided the employee was available. In the event the independent consulting physician does not authorize the employee's return to work and the employee still wishes to return to work, the grievance shall progress to Step 2.

Step 2. When the employee's physician and the independent consulting physician disagree on whether the employee may return to work, the two (2) physicians shall discuss the issue. In the event these physicians cannot resolve the issue, the two (2) physicians shall select a third physician who is a specialist in the appropriate field of medicine. The third physician shall serve as a medical arbitrator and shall examine the employee to determine whether the employee can perform all of his/her duties without restriction.

Should the medical arbitrator determine that the employee can perform all of his/her duties

1 without restriction, the employee shall be returned to work, and the medical arbitrator shall determine
2 the date upon which the employee, in the arbitrator's opinion, was able to fully perform the duties of
3 his/her position. The employee shall receive back pay, benefits, and seniority from the date
4 determined by the arbitrator.

5 Should the medical arbitrator determine that the employee does not meet the Employer's
6 standards as outlined in the employee's job description and cannot perform his/her duties without
7 restriction, the employee will promptly resign or retire or, at the Employer's sole discretion, be
8 reassigned to an alternative position for which the employee is qualified and able to perform without
9 restriction.

10 The power and authority of the medical arbitrator shall be strictly limited to determining
11 whether the employee can perform all of his/her duties without restriction. The medical arbitrator
12 shall not have the authority to add to or subtract from or modify the Employer's job descriptions. The
13 decision of the medical arbitrator shall be final and binding on all parties. The fees and expenses of
14 the medical arbitrator shall be borne by the Employer.

1 ARTICLE 14: CLASSIFICATIONS AND RATES OF PAY

2 **14.1** The classifications and rates of pay for all employees in the Professional-Technical and
3 Supervisors bargaining units are listed in Addendum A of this Agreement.

4 **14.2** Effective April 9, 1999, the employees shall receive a cost-of living increase equal to 2%
5 (two percent) of the regular base pay. In addition, eligible employees will receive a 2.5% increase in
6 accordance with existing policies and procedures for increases within the assigned range, or for
7 employees above the range maximum, based on performance evaluations.

8 **14.3** Effective January 1, 2000, the rates of pay in effect on December 31, 1999, shall be
9 increased by 90% (ninety percent) of the percentage increase in the United States City Average
10 Consumer Price Index which occurs during the twelve (12) month period from September 1998 to
11 September 1999; provided, however, such percentage increase shall be not less than two percent (2%)
12 nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban
13 Wage Earners and Clerical Workers (CPI-W) as published by the Bureau of Labor Statistics, U.S.
14 Department of Labor.

15 **14.4** In addition, on January 1, 2000, eligible employees shall receive a 2.5% increase in
16 accordance with existing policies and procedures for increases within the assigned range, or for
17 employees above the range maximum, based on performance evaluations.

18 **14.5** Employees who are in active employment status on the date this Agreement becomes
19 effective shall receive a lump sum amount equal to two percent (2%) of their regular rate of pay.
20 earned between January 1, 1999 and April 8, 1999, plus a 2.5% increase for those who would be
21 eligible to advance to a higher pay rate within their assigned salary range, or to receive 2.5% above
22 the salary range maximum, based on performance reviews and in accordance with existing merit
23 increase policies and procedures.

24 **14.6** The parties agree that implementation of the Classification – Compensation Project will
25 be accomplished by the King County – Union Bargaining Coalition negotiations for professional,
26 technical and supervisory job classifications. The parties agree to re-open negotiations as soon as
27 practical after implementation of the Coalition agreement in order to establish provisions for
28 accelerated advancement through the salary range based on performance. The intent of the parties is

1 to establish criteria providing for movement from the minimum to the maximum of the County 10-
2 step range in a five-year period.

3 **14.7** An employee who is temporarily assigned in writing by his/her supervisor to perform the
4 work of a higher-paying classification for a period of one work day or more shall receive a pay
5 increase of 5%, but not more than the maximum of the salary range of the higher classification.

6 **14.8** Operating supervisors regularly assigned to operations rotating shift shall receive a shift
7 differential of \$0.95 cents per hour for all compensated hours, effective April 9, 1999. Employees
8 temporarily assigned to a full rotating shift shall receive the rotating shift premium.

9 **14.9** Hourly employees and shift supervisors not assigned to standby who are called in to
10 work on an unscheduled basis or because of an emergency, within 12 hours or less of their scheduled
11 report time, shall be paid at the overtime rate for the actual hours worked, with a minimum of 3
12 hours. If subsequent call-ins fall within three hours, further pay will not start until the fourth
13 unscheduled work hour. Travel time to and from the job shall be considered as working time in such
14 circumstances. Employees who have been notified more than 12 hours before report time that their
15 work schedule has been changed shall not be eligible for call-in pay.

16 **14.10** Hourly employees and shift supervisors who are scheduled to attend meetings on their
17 regular day(s) off or who are required to return to work on a work day to attend a meeting shall be
18 compensated for the greater of two hours or the actual meeting time at the overtime rate.

ARTICLE 15: HOURS OF WORK AND OVERTIME

The provisions of this Article apply only to hourly employees in positions covered by the overtime requirements of the Fair Labor Standards Act (FLSA). Shift supervisors shall be treated as hourly employees; they are eligible for overtime, compensatory time, and other benefits of this Agreement that apply to hourly employees.

15.1 Hours of Work

Regular work shifts are eight (8) hours per day for five (5) consecutive days per week, or ten (10) hours per day for four (4) consecutive days per week.

Rotating shifts are four (4) continuous days of two (2) eleven and seven tenths (11.7) hour day shifts and two (2) eleven and seven tenths (11.7) hour night shifts, followed by four (4) scheduled days off before starting a new rotation cycle.

Other innovative work schedules mutually agreed upon by the Employer and the Union may be utilized.

15.2 Meal and Rest Periods

Thirty (30) minute meal periods will be provided on the employee's time during each shift or workday. Except in emergencies, employees will not be required to respond to work needs during the unpaid meal period.

Fifteen (15) minute paid rest periods will be provided approximately midway through each one-half (1/2) shift. Employees assigned to work the eleven and seven-tenths (11.7) hour rotating shift will be provided with three (3) fifteen (15) minute paid rest periods during each shift.

Employees will not be required to work longer than three (3) hours without a rest or meal period except in emergencies.

15.3 Overtime and Compensatory Time

Employees required to work more than their regular workday or workweek will be paid either overtime for such additional hours at one and one-half (1-1/2) times the employee's regular hourly rate of pay or compensatory time at the rate of one and one-half (1-1/2) times the amount of overtime hours actually worked.

Paid benefit time, extended sick leave (vacation and sick leave, through December 24, 1999)

1 and compensatory time, up to a maximum of forty (40) hours in a workweek, will be recognized as
2 time worked for purposes of overtime calculation. The Employer will provide the Union with at least
3 thirty (30) days notice of any change in the workweek or payroll week for Employees covered by this
4 Agreement.

5 For the purpose of calculating overtime, an employee's workday shall be defined as beginning
6 with the first (1st) hour of their regularly assigned shift and continuing for a total of twenty-four (24)
7 consecutive hours. The workweek shall consist of seven consecutive twenty-four hour periods as
8 defined by the Employer.

9 When an employee is held over or called in for a work period that includes a regular meal
10 period, the meal period will be unpaid.

11 Employees working two (2) consecutive hours of overtime immediately following the
12 employee's regularly scheduled workday shall be eligible to receive a meal expense reimbursement.

13 A. Compensatory Time. Accrued compensatory time shall be available for the
14 employee's use as paid time off the job. Compensatory time used shall be recognized as time
15 worked. Accrued compensatory time in excess of eighty (80) hours (forty-eight (48) hours where
16 requested by the employee) shall be paid off at the conclusion of each calendar year quarter at the
17 employee's regular hourly rate of pay. A current balance of compensatory time hours available will
18 be shown on the pay stub. Employees may not use compensatory time until it is earned and is shown
19 on the pay stub.

20 B. Overtime/Compensatory Time Option. The supervisor and the employee shall
21 determine which form of compensation will be provided. The employee's preference for either
22 overtime pay or compensatory time or a combination thereof will be honored. However, business
23 needs may prevent the employee from earning compensatory time in lieu of overtime pay. Whenever
24 possible, this selection shall be made prior to the employee beginning the overtime assignment.

25 15.4 Fourteen (14) calendar days notice will be given an employee prior to implementing an
26 involuntary change in schedule, except in cases of emergency.

27 The Employer may not change an employee's schedule for the purpose of avoiding the
28 payment of overtime.

ARTICLE 16: BENEFIT TIME

The provisions of this Article shall be in effect December 26, 1999. Through December 25, 1999, employees covered by this Agreement shall be entitled to leave benefits and holidays as provided in the King County Personnel Guidelines. The hourly accrual rates indicated in this Article shall not be construed to mean that FLSA exempt employees receive compensation based on number of hours worked. FLSA exempt employees use accrued BT in increments of not less than one regular work day. FLSA exempt employees who are absent for part of a work day will not be required to charge such absences against any accrued leave balances nor will the employee's pay be reduced. Hourly employees may use accrued Benefit Time in increments of one-half hour if approved by the supervisor.

16.1 General Description

The benefit program has two elements to it: one is Benefit Time (BT) and the other is Extended Sick Leave (ESL). Both programs are built on the accrual rate table set forth in Article 16.5. 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.

16.2 Definitions

All BT and ESL time is based on a 2,080 hour year. Benefit Time (BT) is the bank of time accrued for use during scheduled paid time off, including holidays, and unscheduled paid time off (excluding bereavement leave and jury duty) to include the first two (2) consecutive days of unscheduled illness for employees and their dependents.

Extended Sick Leave (ESL) is the bank of time accrued for use during all paid nonscheduled illness exceeding two (2) consecutive scheduled workdays for employees and their dependents, as well as for pre-scheduled paid time off (i.e., surgery or tests) or injury of the employee or dependent.

Employees may donate BT and ESL to another employee in accordance with King County guidelines for donation of vacation and sick leave.

16.3 Principles

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

1 B. Operational efficiency is increased by the responsible management of the benefit
2 time usage. The appropriate use of benefit time rests with the business teams.

3 C. Standards for the appropriate use of benefit time will be developed and monitored
4 by individual business teams subject to review by the JLMC. The development of benefit time
5 standards will recognize the diverse needs of the workplace.

6 **16.4 Absence**

7 Employees are expected to schedule BT as far in advance as possible to facilitate business
8 team planning. Employees are expected to notify the Employer each day of any unscheduled absence.
9 If the reason for unscheduled absence is for illness in excess of two (2) consecutive days, the
10 employee shall be paid from their accrued ESL bank beginning with the third (3rd) day. However, all
11 BT and ESL time shall be coordinated with, and supplementary to, Workers' Compensation.

12 Hourly employees who become ill or who are injured while at work shall be paid the
13 applicable accrued Benefit Time or Extended Sick Leave for that portion of the shift that they are
14 unable to complete. This day will be considered the first day of unscheduled absence in case of
15 illness when determining the activation of payment of Extended Sick Leave time.

16 Employees unable to work because of any other personal emergency shall be allowed to use
17 BT for any unworked but scheduled hours.

18 Benefit Time (BT) and Extended Sick Leave (ESL) will be paid only to the extent that BT and
19 ESL hours have been accrued by the employee in the pay period immediately preceding the absence.

20 **16.5 Benefit Time Accrual and Extended Sick Leave Accrual**

21 Benefit Time accrual shall begin December 26, 1999 as follows:

	Accrual Rates		
Years of Employment	Annual	Bi-weekly	Hourly
Less than 5 years	232	8.923	0.1115
5 years but less than 8 years	256	9.846	0.1231
8 years but less than 10 years	264	10.154	0.1269
10 years but less than 16 years	296	11.385	0.1423

	Accrual Rates		
Years of Employment	Annual	Bi-weekly	Hourly
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

Extended Sick Leave accrual shall accumulate for all employees on the basis of fifty-six (56) hours per year (0.0269 hours per hour).

December 25, 1999 will be treated as a holiday as provided in the King County Personnel Guidelines; all subsequent holidays will be covered using BT. Effective December 26, 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 (ESL) bank.

16.6 Benefit Time Accumulation and Extended Sick Leave Accumulation

The maximum accumulated carryover of Benefit Time from the pay period ending before April 1st of one calendar year to the next shall be five hundred and sixty (560) hours. Employees with hours in excess of the maximum accumulation at that time shall have the option to convert the excess hours to cash down to a balance of 480 hours. Benefit Time in excess of 640 hours shall be forfeited. Exception: An employee who exceeds 640 hours on or after April 1 as a result of cancellation by the Employer of the employee's absence shall be allowed to retain the excess hours for up to six additional months (to the following October 1).

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

2 **16.7 Holidays**

3 All work performed on the following holidays by hourly employees and shift Supervisors
4 shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all
5 hours worked:

- 6 • New Year's Day
- 7 • Martin Luther King's Birthday
- 8 • Washington's Birthday (also known as President's Day)
- 9 • Memorial Day
- 10 • Independence Day
- 11 • Labor Day
- 12 • Veteran's Day
- 13 • Thanksgiving Day
- 14 • Day after Thanksgiving Day
- 15 • Christmas Day

16 Holidays will be on the actual day of the holiday for shift crews and on the day King County
17 observes the holiday for employees whose workdays are on Monday through Friday. Shift
18 supervisors required to work on Christmas Eve will be paid one and one-half times the employee's
19 hourly rate of pay for all hours worked.

1 **ARTICLE 17: GAINSHARING**

2 The employees in positions covered by this Agreement shall be entitled to participate in the
3 Wastewater Treatment Division Gainsharing Program under the terms and conditions determined by
4 the Gainsharing Oversight Committee. The Gainsharing Oversight Committee shall include at least
5 two members of Teamsters Local 117, one Supervisor and one Professional-Technical employee.

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1 **ARTICLE 18: BENEFITS**

2 **18.1 Benefit Plan Administration**

3 The administration of the employee benefit plans is the responsibility of the Employer. The
4 Employer is committed to helping employees understand the benefits to which they are entitled
5 eliminating red tape where possible, and ensuring efficient administration by the parties with which it
6 contracts. The Employer may make administrative changes that are necessary or desirable and will
7 notify the Union of administrative changes as they occur.

8 The Employer shall maintain the current level of benefits under its medical, dental, vision and
9 life insurance programs during the life of this Agreement, except that:

10 A. There is an established County-wide Labor-Management Insurance Committee
11 comprised of an equal number of representatives from the Employer and the Labor Union Coalition
12 whose function is to review, study, and make recommendations relative to existing medical, dental,
13 and life insurance programs.

14 B. The Union and the Employer agree to incorporate changes to employee insurance
15 benefits which the County may implement as a result of the agreement of the Joint Labor
16 Management Insurance Committee.

17 **18.2 Eligibility**

18 Regular full-time employees and their dependents and regular part-time employees who are
19 scheduled to work an average of twenty (20) hours per week in a pay period are eligible for medical
20 and dental coverage from the first day of the calendar month following the date of hire, or the date of
21 hire if it is the first day of the month.

22 Temporary full-time employees and their dependents, and temporary part-time employees who
23 are scheduled to work an average of twenty (20) hours or more per week in a pay period, and who are
24 hired to fill positions intended to last one hundred eighty (180) days or longer, shall be eligible for
25 medical, dental, and vision coverage effective the first day of the month following thirty (30)
26 continuous days of service.

27 Temporary full-time employees and temporary part-time employees who are hired to fill
28 positions intended to last less than one hundred eighty (180) continuous days are not eligible to

1 receive benefits. However, in the event an employee's appointment is extended beyond one hundred
2 eighty (180) continuous days, the employee shall be eligible to receive medical, dental, and vision
3 coverage effective upon the first of the month following one hundred eighty (180) continuous days of
4 service.

5 **18.3 Retirement**

6 Bargaining unit employees are currently covered by the Public Employees Retirement System.
7 All terms, conditions, and benefits shall be pursuant to the laws, ordinances, and rules and regulations
8 governing this retirement system.

9 **18.4 Workers' Compensation**

10 A. The Employer will maintain workers' compensation procedures and payments
11 consistent with all state laws, administrative rules, and guidelines promulgated by the state legislature
12 and Department of Labor and Industries.

13 B. In addition to the compensation benefits accruing to employees under state
14 industrial insurance laws, or in addition to the compensation earned for alternative work, an employee
15 may use his/her accrued Benefit Time and Extended Sick Leave to supplement the workers'
16 compensation payment. An employee will not receive compensation in excess of what he/she would
17 normally receive in net take-home pay. Any overpayment must be returned to the Employer. Net
18 take-home pay will be calculated based on the employee's hourly wage at the time of injury times
19 eighty (80) hours minus mandatory deductions.

20 C. Employees who miss work due to on-the-job injuries will continue to accrue
21 Benefit Time and Extended Sick Leave on straight-time hours of work lost, for a maximum of sixty
22 (60) workdays missed during each calendar year.

23 **18.5 Sick Child Care Benefit Program**

24 The Employer agrees to provide employees with a sick child care service for eligible
25 dependent children. The service is provided at no cost to employees. The terms of the service are
26 specified under the Employer's contract with Virginia Mason Medical Center's Tender Loving Care
27 (TLC) Program.

28 **18.6 'Home Free' Guarantee**

1 The Employer will operate a program to provide employees with a free ride home, by taxi, if
2 on a given day the employee has commuted to work by bus, carpool, vanpool, bike or walking on the
3 day of the trip and has an emergency that day which requires the employee to leave work at other than
4 the employee's regularly scheduled quit time. Determination of what constitutes a qualified
5 emergency will be made at each worksite by the employee designated by the Employer. Employees
6 can exercise their 'home free' guarantee a maximum of eight (8) times per calendar year.

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ARTICLE 19: LEAVES OF ABSENCE WITH AND WITHOUT PAY**19.1 Leaves of Absence With Pay**

A. Bereavement Leave. In the event of death of a member of the employee's family, an employee will be granted two (2) days off with pay to attend the funeral. An additional day off will be granted when total travel to attend the funeral is two hundred (200) miles or more. A maximum of three (3) days Extended Sick Leave may be used with approval of the employee's supervisor. For purposes of this section, employee's family is defined as:

- Employee's spouse or domestic partner
- Children of the employee, employee's spouse or domestic partner
- Parents of the employee, employee's spouse or domestic partner
- Siblings
- Grandchildren
- Grandparents
- Son-in-law, daughter-in-law

B. Jury Duty/Subpoena. An employee called for jury duty or subpoenaed may be allowed the necessary leave with pay not to exceed forty (40) hours per week. The employee should notify his/her supervisor immediately upon receiving notification of jury duty or subpoena. As the employee will be paid by the Employer, compensation received from a jury function shall be submitted to the Employer. Any payment for travel expenses will be reimbursed to the employee. The employee shall make every effort to report to work in case of early excusal. This section does not apply when the employee is a plaintiff or defendant.

C. Military Duty/Training Leave. An employee who is a member of the Washington National Guard or any organized reserve of the Armed Forces of the United States, and is ordered to be on active training duty, shall be allowed fifteen (15) work days of military leave during each training year. The employee must present orders for active or inactive training duty to his/her supervisor prior to taking leave. The employee may receive military leave for weekend reservist duty.

D. Executive Leave. Employees covered by this agreement who are in positions exempt from the overtime requirements of the Fair Labor Standards Act are eligible for up to ten days

1 of Executive Leave per calendar year under King County Executive Policy PER 8-1-1.

2 **19.2 Family and Medical Leave**

3 Up to eighteen (18) weeks of unpaid leave shall be granted to eligible employees for the
4 employee's own serious health condition, or for family care, as provided by King County ordinance
5 (Substitute Ordinance No. 13377 as amended).

6 The employee must exhaust all accrued sick leave (ESL) prior to using unpaid leave for the
7 employee's own health condition. Donated leave shall run concurrently with unpaid leave.

8 For a leave for family reasons, the employee shall choose at the beginning of the leave
9 whether it will be paid or unpaid; when an employee chooses to take paid leave for family reasons,
10 the employee may reserve up to 80 hours of accrued sick leave (ESL).

11 The County shall continue its contribution to health insurance during the period of unpaid
12 leave.

13 **19.3 Leaves of Absence Without Pay**

14 Employees may request a leave of absence without pay by presenting a written request to their
15 immediate supervisor along with any supporting documentation. The decision to grant a leave of
16 absence without pay shall be at the discretion of the Employer, except that the Employer shall grant
17 leaves of absence without pay for the following reasons and lengths of time:

Type of Leave	Time
Parental leave for care of a newborn child, newly adopted child, or newly placed foster child	Combined with leave provided under King County FMLA ordinance, up to a total of six (6) months
Military leave, Active duty	Five (5) years
Union business (as an officer or employee of the union)	As required

26 **19.4 Return from Leave of Absence**

27 Employees wanting to return from a medical leave of absence, or who need to extend the
28 leave of absence beyond the original return date, may be required to be examined by a physician of

1 the Employer's choice at the Employer's cost to determine the employee's right to either a continuing
2 leave or work status. Disputes concerning medical leaves are subject to the special medical
3 arbitration process agreed upon by the Employer and the Union, as shown in Article 13.

4 Employees will be re-employed in their former classification at the end of the leave, provided
5 the employee is able to perform the work. Seniority, Extended Sick Leave balance earned, and
6 Benefit Time accrual rates based upon seniority established at the time of departure on leave of
7 absence shall be restored when the employee returns to work. No seniority or benefits will accrue
8 while on a leave of absence without pay. In the case of Union business, employees granted leave will
9 continue to earn seniority.

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1 **ARTICLE 20: SAFETY STANDARDS**

2 The Employer and its employees value a safe working environment and recognize their
3 mutual obligation to maintain safety standards. The Employer shall adopt and enforce a program in
4 accordance with applicable state and federal laws and regulations that encourages the safety
5 committees to establish programs that meet the Employer and the employee safety needs and that
6 clearly delineates safety equipment needs, thereby setting the standard for all employees to perform
7 their duties in a safe and competent manner.

8 The Employer shall supply and maintain safety-related items and equipment in accordance
9 with established practice and special conditions.

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1 **ARTICLE 21: SPECIAL CONDITIONS**

2 **21.1 License and Tuition Reimbursement**

3 Employees required to have special licenses and/or required to attend seminars/outside
4 courses of study that relate to business needs and are approved in advance will be reimbursed.

5 **21.2 Job Descriptions**

6 A joint task force of Management and Union shall review, change, and/or develop new
7 position descriptions for the classifications listed in Appendix A of this Agreement. Descriptions for
8 positions covered by this Agreement shall be reviewed, and changed when necessary.

9 **21.3 Vehicle Usage Reimbursement**

10 Employees who use their own vehicles on the Employer's business shall be reimbursed at the
11 Internal Revenue Service rate currently in effect.

12 **21.4 Personnel Files**

13 The employee or his/her representative (if the employee so authorizes in writing) may
14 examine the employee's personnel files, including the division personnel file and the permanent
15 personnel file maintained in Human Resources. Only appropriate information shall be maintained in
16 an employee's personnel file.

17 Employees may request that a document be removed from their personnel file in accordance
18 with established division procedures and HR policy.

19 **21.5 Performance Evaluation/Development Review**

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

23 The Employer and the Union will establish a task force to develop the performance
24 evaluation/development system to be used, in the event the current system is abandoned. The
25 Employer will provide training on the appropriate use of the performance evaluation/development
26 review process.

27 A copy of the final evaluation will be provided to the employee, and a copy will be placed in
28 the employee's permanent personnel file. The employee will be given an opportunity within thirty

1 (30) days of the evaluation to attach comments to the evaluation in the personnel file.

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

4 **21.6 Legal Counsel**

5 Whenever an employee is named as a defendant in a civil action arising out of the
6 performance of the employee's duties and is acting within the scope of employment, the Employer
7 shall, at the written request of the employee, furnish counsel (or solely at the employer's discretion,
8 reimburse the employee the cost of their private counsel) to represent the employee to a final
9 determination of the action, without cost to the employee.

10 **21.7 Drug and Alcohol Testing Policy**

11 The parties have agreed to implement the "Policy for King County Prohibited Drug Use and
12 Alcohol Misuse Education and Testing Program" (hereinafter, "Drug and Alcohol Policy") with the
13 following modifications or additions:

14 1. All bargaining unit employees subject to random testing will be included in a single
15 random testing pool of County employees.

16 2. The Union will be provided with a copy of the form(s) prepared indicating the
17 grounds for requiring an employee to submit to a reasonable suspicion test within 24 hours of testing
18 or as soon as possible thereafter.

19 3. When available, a second supervisor will observe a reasonable suspicion test and
20 complete related forms in accordance with the Drug and Alcohol Policy.

21 **21.8 Recognition Programs**

22 The Employer and the Union agree to develop and implement programs which recognize
23 employees in areas such as safety, service, and attendance.

1 **ARTICLE 22: SAVINGS CLAUSE**

2 Should any section of this Agreement or any addenda thereto be held invalid by operation of
3 law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any
4 provision be restrained by such tribunal, the remainder of this Agreement and addenda shall not be
5 affected thereby. In the event the Employer and the Union are unable to mutually agree upon
6 language to replace that held invalid by law or tribunal, the parties agree to resolve their disagreement
7 through the mediation and arbitration steps of the Conflict Resolution Procedure (12.6).

8 It is intended that this Agreement and the Employer's established personnel policies, rules,
9 and regulations be complementary. Wherever the personnel policies, rules, and regulations are not in
10 conflict with this Agreement, their provisions shall be applicable to employees in the bargaining unit.
11 Wherever a conflict may arise between said personnel policies, rules, and regulations, and this
12 Agreement, the provisions of the Agreement shall control.

1 ARTICLE 23: SUBCONTRACTING

2 The Employer shall not contract out work performed and consistent with work performed by
3 members of the bargaining unit if the contracting of such work eliminates, reduces, or limits the
4 normal work load of the bargaining unit.

5 In the case of a circumstance that is beyond the control of the Employer at the time action is
6 required, that could not reasonably have been foreseen, and for which the Employer is not reasonably
7 able to provide the necessary tools, employees, or equipment to perform the work in a timely manner,
8 the Employer shall be allowed to enter into temporary subcontracting arrangements for this purpose
9 only. The Employer shall officially notify the Union of such instances in advance and discuss the
10 impact of and possible alternatives to these arrangements, if any, on the bargaining unit.

11 If, in order to secure funding for a specific project, the Employer is required to contract all or
12 part of the work to be performed due to limitations imposed by the funding agreement, such
13 contracting shall not be considered as a violation of the Agreement. In such instances, the Union
14 shall be officially notified in advance.

1 **ARTICLE 24: TERM OF AGREEMENT**

2 The provisions of this Agreement shall become effective when ratified by the parties, unless a
3 different effective date is specified, and covers the period from April 9, 1999 through October 31,
4 2000.

7 APPROVED this _____ day of _____, 1999

11 By _____

12 King County Executive

21 _____
22 Teamsters, Local 117

11/30/99

Introduced By: Jane Hague
Rob McKenna

TOD lease ord

Proposed No.: 1999-0674

ORDINANCE NO. 13693

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AN ORDINANCE authorizing King County executive to lease the Overlake Park and Ride property to the King County Housing Authority for Transit Oriented Development purposes to consist of the construction and operation of a structured park and ride facility and an affordable housing development for a period of fifty years, with an option to extend the lease for additional twenty-five years.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive is hereby authorized on behalf of the county to execute a lease with the King County Housing Authority for Transit Oriented Development purposes to consist of the construction and operation of a structured park and ride facility and an affordable housing development which would be substantially consistent with the terms and conditions described in Attachment A, "Essential Terms Agreement for Lease: Overlake Park and Ride Transit Oriented Development Project", and containing the usual and customary terms for such a lease.

SECTION 2. The appropriate county officials, agents and employees are hereby authorized to take all actions necessary to implement the lease and all actions up to now taken

21 by county officials, agents and employees consistent with the terms and purposes of the lease
22 agreement are hereby ratified, confirmed and approved.

23 SECTION 3. If any one or more of the covenants or agreements provided in this
24 ordinance to be performed on the part of the county is declared by any court of competent
25 jurisdiction to be contrary to law, then such covenant or covenants, agreement or
26 agreements, are null and void and shall be deemed separable from the remaining covenants
27 and agreements of this ordinance and shall in no way affect the validity of the other
28 provisions of this ordinance or of the lease agreement.

29 INTRODUCED AND READ for the first time this 6th day of December, 1999.

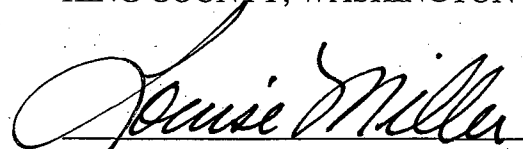
30 PASSED by a vote of 11 to 0 this 13th day of December, 1999.

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KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

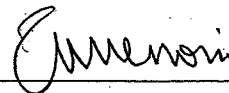
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36 ATTEST:

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Clerk of the Council

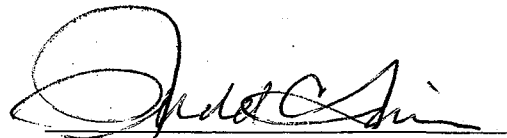
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APPROVED this 16 day of December, 1999

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King County Executive

13693

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Attachments: A. "Essential Terms Agreement for Lease: Overlake park and Ride Transit Oriented Development Project", dated (_ / _ / _).