



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 30, 2004

Ordinance 14979

Proposed No. 2004-0386.1

Sponsors Patterson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and the Technical Employees Association
4 (Wastewater Treatment Division - Staff and Supervisors)
5 representing employees in the department of natural
6 resources and parks; and establishing the effective date of
7 said agreement.

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10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

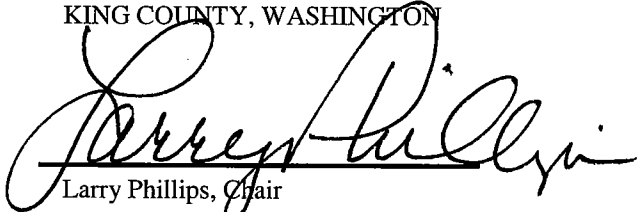
11 SECTION 1. The collective bargaining agreement negotiated between King
12 County and Technical Employees Association (Wastewater Treatment Division - Staff
13 and Supervisors) representing employees in the department of natural resources and parks
14 and attached hereto is hereby approved and adopted by this reference made a part hereof.

15 SECTION 2. Terms and conditions of said agreement shall be effective from
16 July 1, 2002, through and including June 30, 2005.
17


Ordinance 14979 was introduced on 8/16/2004 and passed by the Metropolitan King
County Council on 8/30/2004, by the following vote:

Yes: 12 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Mr. Pelz, Mr.
McKenna, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Mr. Irons,
Ms. Patterson and Mr. Constantine
No: 0
Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 2 day of September 2004.


Ron Sims, County Executive

RECEIVED
2004 SEP -8 PM 1:40
CLERK
KING COUNTY COUNCIL

Attachments

- A. Agreement Between King County and Technical Employees Association
Department of Natural Resources & Parks - Staff and Supervisors, B. Appendix A
Wage Addendum Technical Employees Association, Wastewater Treatment Division,
Department of Natural Resources & Parks - Staff Unit, C. Appendix B to the
Agreement By and Between King County and Technical Employees Association
Department of Natural Resources & Parks - Staff and Supervisors (424), D. Appendix
C to the Agreement By and Between King County and Technical Employees
Association Department of Natural Resources & Parks - Staff and Supervisors (424)

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

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

1 **ARTICLE 1: PURPOSE**

2 **1.1 Purpose.** The purpose of this Agreement is to set forth in writing the negotiated wages,
3 hours and working conditions for those employees who are covered by this Agreement.

4 **1.2 Maintenance of Working Conditions.** The County recognizes its obligation to
5 negotiate wages, hours and working conditions with TEA.

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1 **ARTICLE 2: ASSOCIATION RECOGNITION AND MEMBERSHIP**

2 **2.1 Recognition.** The County recognizes the Association as the exclusive bargaining
3 representative of all employees in two separate bargaining units in the Asset Management Section,
4 Major Capital Improvements Section, and Planning and Compliance Sections of the Wastewater
5 Division of the Department of Natural Resources and Parks (DNRP), excluding, managers,
6 confidential employees, student interns, employees in the Industrial Waste unit of the Planning and
7 Compliance Section (represented by WSCCCE Local 1652R), and all other employees of the
8 employer. The two separate bargaining units recognized above include: 1) One bargaining unit
9 consisting of all employees excluding supervisors and 2) Another bargaining unit consisting of all
10 supervisors.

11 The parties recognize the value of consolidating two separate collective bargaining
12 agreements into a single master agreement while at the same time desiring to continue their
13 recognition of two separate bargaining units, as described in detail above.

14 **2.2 Association Membership.** All employees covered by this Agreement shall, as a
15 condition of continued employment, within thirty days after TEA's signing this Agreement, either (1)
16 pay TEA the regular initiation fee and regular monthly dues uniformly required of members, or (2)
17 pay an amount established by TEA as Agency Fees not to exceed regular dues and fees uniformly
18 required of members. All regular, term-limited temporary and temporary employees covered under
19 this Agreement who are hired on or after TEA's signing of the Agreement shall, as a condition of
20 continued employment, within thirty days following the starting date of their employment, either (1)
21 pay TEA the regular initiation fee and regular monthly dues uniformly required of members, or (2)
22 pay an amount established by TEA as Agency Fees not to exceed regular dues and fees uniformly
23 required of members.

24 Failure by an employee to satisfy the above paragraph of this section shall constitute just
25 cause for dismissal provided TEA notifies the County and the affected employee of its intent to seek
26 dismissal of the affected employee within thirty (30) days of making a request for dismissal. At the
27 expiration of thirty days notice, TEA may request dismissal in writing. Discharge must occur within
28 thirty (30) days of such request.

1 **2.3 Religious Exemption.** If an employee can substantiate, in accordance with existing law,
2 bona fide religious beliefs or tenets which prohibit the employee from paying dues or otherwise
3 contributing to a labor organization, such employee shall notify the County and TEA of his or her
4 objection to membership in TEA, and shall pay an amount equivalent to regular union dues and
5 initiation fees to a non-religious charitable organization mutually agreed upon by the employee
6 affected and TEA. If the employee and TEA do not reach agreement on such matter, the Public
7 Employees Relations Commission shall designate the charitable organization.

8 **2.4 Dues Deduction Procedure.** The County shall deduct regular monthly dues and
9 initiation fees from the employee's paycheck when authorized in writing by the employee. The
10 deductions will be transferred to TEA monthly. TEA shall refund any amounts paid to it in error
11 upon presentation of proper evidence thereof. TEA will indemnify, defend, and hold the County
12 harmless against any claims made and any suit instituted against the County on account of the
13 application of any provision of this article as it relates to the collection of TEA dues and assessments.
14 The County shall notify TEA of changes in employment status on a monthly basis.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force are vested exclusively in
3 the County, except as may be limited by the express written terms of this Agreement.

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1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2 **4.1 Waiver.**

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

6 B. The parties acknowledge that during the negotiations which resulted in this
7 Agreement, each had the unlimited right and opportunity to make demands and proposals with
8 respect to any subject or matter appropriate for collective bargaining, and that the understanding and
9 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this
10 Agreement. Therefore, the County and TEA, for the life of this Agreement, each voluntarily and
11 unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain
12 collectively with respect to any subject or matter, even though such subjects or matters may not have
13 been within the knowledge of contemplation of either or both of the parties at the time that they
14 negotiated or signed this Agreement.

15 **4.2 Modification.** Should the parties agree to amend or supplement the terms of this
16 Agreement, such amendments or supplements shall be in writing and effective when signed by the
17 parties. No binding agreements, including but not limited to memorandums of understanding, side
18 letters, etc., involving the day-to-day administration of the collective bargaining agreement or the
19 bargaining relationships will be entered into with the bargaining representative without the
20 authorization of the King County Labor Relations Manager or his/her designee.

1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **5.1 Personnel Files.**

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

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

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

20 D. Written warnings and/or reprimands shall remain in the employee's personnel file
21 for a maximum of three (3) years except where there is a reoccurrence of a similar nature.

22 **5.2 Right to Representation.** An employee, at his/her request, has a right to Union
23 representation at any meeting which s/he reasonably believes may lead to disciplinary action against
24 the employee. If the employee requests TEA representation in such a matter, the employee will be
25 provided with reasonable time to arrange for TEA representation. The parties acknowledge that in
26 certain instances a reasonable time may be as little as the same day.

27 **5.3 Seniority List.**

28 The County will supply the Union with a seniority list twice a year upon written request.

1 Requests are to be directed to the Wastewater Treatment Division's Human Resources Manager. The
2 list will include each TEA employee's name, job classification number, classification title, section,
3 and seniority data.

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

1 **ARTICLE 6: HOLIDAYS**

2 **6.1 Celebrated Holidays.**

3 A. All benefits eligible employees shall be granted the following holidays with pay:

4

5

| Holiday | Date Celebrated |
|----------------------------------|-----------------------------|
| New Year's Day | January 1st |
| Martin Luther King Jr's Birthday | Third Monday in January |
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4th |
| Labor Day | First Monday in September |
| Veteran's Day | November 11th |
| Thanksgiving Day | Fourth Thursday in November |
| Day After Thanksgiving | Day Following Thanksgiving |
| Christmas Day | December 25th |
| Two (2) Personal Holidays | |

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20 Also to be included are any special or limited holidays as declared by the President of the
21 United States or Governor and as approved by the State of Washington, and as approved by the
22 Council. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as a
23 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday, except as
24 covered herein.

25 B. To receive holiday pay, an eligible employee must be in pay status their regularly
26 scheduled workday before and their regularly scheduled workday after the holiday. However, an
27 employee who has successfully completed at least five (5) years of County service and who retires at
28 the end of the month in which the last regularly scheduled working day is observed as a holiday,

1 shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a
2 holiday.

3 C. Holiday pay shall not exceed eight hours of pay. Employees on a schedule that
4 exceeds eight (8) hours in a day (or prorated for part-time) shall make up the difference between the
5 holiday benefit and scheduled hours from vacation, compensatory time, if available, or unpaid leave
6 or, they may revert to a regular five-day schedule during the holiday week per King County AEP 18-
7 1.

8 **6.2 Personal Holidays.** Benefits eligible employees shall receive two (2) personal holidays
9 (as shown in 6.1) to be administered through the vacation plan. One (1) day shall be accrued on the
10 first of October and one (1) day shall be accrued on the first of November of each year. The hours
11 granted to less than full-time employees will be prorated to reflect a ratio equivalent to the hours they
12 are normally scheduled to work in the workweek compared to a forty (40) hour workweek. These
13 days may be used in the same manner as any vacation day earned. To receive the personal holiday an
14 eligible employee must be in pay status their regularly scheduled workday before and their regularly
15 scheduled workday after the first working day of October and/or November. Pay status shall be
16 defined as any day or part thereof in which the employee receives compensation from the County.

17 **6.3 Holiday Compensation.**

18 A. Non-exempt full-time employees who are eligible for holiday pay shall receive up
19 to eight (8) hours of holiday pay at their regular, straight-time hourly rate, or shall at their option
20 receive a substitute holiday for each holiday listed in 6.1 above. Use of the substitute holiday must be
21 scheduled with five (5) days notice within thirty (30) days of the original holiday. Employees on an
22 alternative work schedule that exceeds eight (8) hours in a day shall make up the difference between
23 the holiday benefit and scheduled hours with vacation, compensatory time, or unpaid leave, or, they
24 may revert to a standard five-day schedule. In addition to the above, if the Non-exempt full-time
25 employee is assigned to work on a holiday s/he shall be compensated for all hours worked on the
26 observed holiday at the regular rate of pay.

27 B. Non-exempt part-time employees who are eligible for holiday pay shall receive up
28 to eight (8) hours of holiday pay at their regular, straight-time hourly rate. The hours granted to less

1 than full-time employees will be prorated to reflect a ratio equivalent to the hours they are normally
2 scheduled to work in the workweek compared to a forty (40) hour workweek. Employees on an
3 alternative work schedule that exceeds their prorated holiday hours shall make up the difference
4 between the holiday benefit and scheduled hours with vacation, compensatory time or unpaid leave,
5 or, they may revert to a prorated five-day schedule. Part-time employees shall not be compensated for
6 holidays falling on days that s/he is not regularly scheduled to work. In addition to the above, if the
7 Non-exempt part-time employee is assigned to work on a holiday s/he shall be compensated for all
8 hours worked on the observed holiday at the regular rate of pay.

9 C. Exempt employees who are eligible for holiday pay shall receive up to eight (8)
10 hours of holiday pay at their regular, straight-time hourly rate, or shall at their option receive a
11 substitute holiday (up to eight (8) hours) for each holiday listed in 6.1 above. Use of the substitute
12 holiday must be scheduled with five (5) days notice within thirty (30) days of the original holiday.
13 Exempt employees on an alternative work schedule that exceeds eight (8) hours shall make up the
14 difference between the holiday and scheduled hours with vacation time or unpaid leave, or, they may
15 revert to a standard five-day schedule.

1 **ARTICLE 7: VACATIONS**

2 **7.1 Vacation Leave Accrual Schedule.**

3 Benefits eligible employees shall be eligible for vacation leave benefits as described in the
4 following table except in those instances expressly stated in this Article as an exception:

5

| 6 Full Years of Service Equivalent | Pro-Rated days (8 hours/day) |
|---|-------------------------------------|
| 7 Upon hire through end of Year 5 | 12 days |
| 8 Upon beginning of Year 6 | 15 days |
| 9 Upon beginning of Year 9 | 16 days |
| 10 Upon beginning of Year 11 | 20 days |
| 11 Upon beginning of Year 17 | 21 days |
| 12 Upon beginning of Year 18 | 22 days |
| 13 Upon beginning of Year 19 | 23 days |
| 14 Upon beginning of Year 20 | 24 days |
| 15 Upon beginning of Year 21 | 25 days |
| 16 Upon beginning of Year 22 | 26 days |
| 17 Upon beginning of Year 23 | 27 days |
| 18 Upon beginning of Year 24 | 28 days |
| 19 Upon beginning of Year 25 | 29 days |
| 20 Upon beginning of Year 26 and 21 beyond | 30 days |

22

23 **7.2 Part-time Employees.** Benefits eligible employees who work a part-time schedule shall
24 accrue vacation leave in accordance with the leave schedule set forth in 7.1; provided, however, such
25 accrual rates shall be prorated to reflect his/her regular scheduled work week as outlined in Article 10.

26 **7.3 Vacation Accrual.**

27 **A.** Benefits eligible employees shall accrue vacation leave from their date of hire in a
28 leave eligible position. Benefit eligible employees who work less than a full-time schedule shall

1 receive a pro-rated leave to reflect his/her regular scheduled workweek. Such employees may accrue
2 up to sixty days (60) vacation prorated to reflect the percentage of full-time the employee is scheduled
3 to work.

4 **B.** Employees shall use vacation leave beyond the maximum accrual amount prior to
5 December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
6 result in forfeiture of the vacation leave beyond the maximum amount unless the manager/designee
7 has pre-approved a carryover of such vacation leave because of cyclical workloads, work assignments
8 or other reasons as may be in the best interests of the County. The employee must submit a request
9 for excess vacation carryover to the employee's appointing authority by November 30 of each year.
10 Approval must be granted from the department and the Human Resources Division of the Department
11 of Executive Services. All carry-over hours must be used by March 1st of the following year.

12 **7.4 Vacation Eligibility.** Employees eligible for vacation leave shall not be eligible to take
13 or be paid for vacation leave until they have successfully completed their first six (6) months of
14 County service in a leave eligible position, and if they leave County employment prior to successfully
15 completing their first six (6) months of County service, shall forfeit and not be paid for accrued
16 vacation leave. Vacation may not be used until earned. Vacation leave must be pre-approved.

17 **7.5 Vacation Schedules.** The manager/designee will be responsible for scheduling vacation
18 of employees in such a manner as to achieve the greatest vacation opportunity for the employees
19 while maintaining the efficient functioning of the work unit. No employee shall work for
20 compensation for the County in any capacity during the time that the employee is on vacation.

21 **7.6 Vacation rate on Return.** If a regular career service employee eligible for vacation leave
22 resigns from County employment in good standing or is laid off and subsequently returns to County
23 employment within two (2) years from such resignation or layoff, as applicable, the employee's prior
24 County service shall be counted in determining the vacation leave accrual rate under 7.1.

25 **7.7 Vacation Use.** Employees who are FLSA overtime eligible may use vacation in half-
26 hour (1/2) increments. FLSA-exempt employees may use vacation in increments of not less than one
27 (1) day.

28 **7.8 Limited Use on Probation.** Employees who are in a probationary period as a result of

1 promotion shall be entitled to use vacation time accrued in their prior position while they are on a
2 probationary status in their new position subject to the approval of the manager/designee.

3 **7.9 Vacation Payout.** Employees shall be paid for accrued vacation leave to their date of
4 separation up to the maximum accrual amount if they have successfully completed their first six (6)
5 months of County service in a paid leave eligible position up to 480 hours maximum. Payment shall
6 be the accrued vacation leave hours multiplied by the employee's rate of pay in effect upon the date
7 of leaving County employment less mandatory withholdings. If employees leave prior to successful
8 completion of the first six (6) months of County service, they shall forfeit and not be paid for accrued
9 vacation leave.

10 **7.10 Payout on Separation due to Death.** In cases of separation from County employment
11 by death of an employee with accrued vacation leave and who has successfully completed his/her first
12 six (6) months of County service in a paid leave eligible position, payment of unused vacation leave
13 up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as
14 provided for by state law, RCW Title 11.

1 **ARTICLE 8: SICK LEAVE**

2 **8.1 Sick Leave accruals.** Benefits eligible employees will accrue sick leave benefits at the rate
3 of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours
4 per month. Except, that sick leave will not begin to accrue until the first of the month following the
5 month in which the employee commenced employment. The employee is not entitled to sick leave if
6 not previously earned.

7 **8.2 Vacation as an extension of Sick Leave.** During the first six (6) months of service in a
8 paid leave eligible position, benefits eligible employees may, at the manager/designee's discretion, use
9 any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six
10 (6) months in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed
11 to the County upon termination.

12 **8.3 Sick Leave Use.** Fair Labor Standards Act non-exempt employees may use sick leave in
13 one half (1/2) hour increments at the discretion of their immediate supervisor. FLSA-exempt employees
14 use sick leave for absences of one full workday.

15 **8.4 Unlimited Accrual.** There will be no limit to the hours of sick leave benefits accrued by
16 paid leave eligible employee.

17 **8.5 Restoration following Separation.** Separation from employment except by reason of
18 retirement, layoff, or non-disciplinary medical reasons, will cancel all sick leave accrued to the paid
19 leave eligible employee as of the date of separation. Should a regular career service employee resign in
20 good standing, be laid off or separated for non-disciplinary medical reasons and return to County
21 employment within two (2) years, his/her accrued sick leave will be restored.

22 **8.6 Use of Vacation Leave as Sick Leave.** An employee who has exhausted all of his/her
23 sick leave may use accrued vacation leave before going on leave of absence without pay, if pre-
24 approved by his/her manager/designee.

25 **8.7 Use of Sick Leave.** Accrued sick leave will be used for the following reasons:

26 A. The employee's bona fide illness; provided, that an employee who suffers an
27 occupational illness may not simultaneously collect sick leave and worker's compensation payments
28 in a total amount greater than the net regular pay of the employee;

1 **B. The employee's incapacitating injury, provided that:**

2 1. An employee injured on the job may not simultaneously collect sick leave
3 and worker's compensation payments in a total amount greater than the net regular pay of the
4 employee. An employee who does not augment his/her worker's compensation time loss pay through
5 the use of sick leave will be deemed on unpaid leave status;

6 2. An employee who does not choose to supplement workers compensation
7 payments with the use of accrued sick leave shall notify the safety and workers' compensation
8 program office in writing at the beginning of the leave. Absent such notification, sick leave will
9 automatically be used to supplement such payments except where prohibited by this Article.

10 3. An employee may not collect sick leave and worker's compensation time
11 loss payments for physical incapacity due to any injury or occupational illness that is directly
12 traceable to employment other than with the County.

13 **C. Exposure to contagious diseases and resulting quarantine.**

14 **D. A female employee's temporary disability caused by or contributed to by**
15 **pregnancy and childbirth.**

16 **E. The employee's medical, ocular or dental appointments provided that the**
17 **employee's manager/designee has approved the scheduling of sick leave for such appointments.**

18 **F. To care for family members, if:**

19 1. the employee has been employed by the County for twelve (12) months or
20 more and has actually worked a minimum of 910 hours (35 hour workweek) or 1040 hours (40 hour
21 workweek) in the preceding twelve (12) months;

22 2. the family member is the employee's spouse or domestic partner, the
23 employee's son or daughter, a son or daughter of the employee's spouse or domestic partner, the
24 parent of the employee, employee's spouse or domestic partner or an individual who stands or stood
25 in loco parentis to the employee, the employee's spouse or domestic partner; and

26 3. the reason for the leave is one of the following:

27 a. the birth of a son or daughter and care of the newborn child, or
28 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken

1 within twelve months of the birth, adoption or placement; or

2 **b.** care of a family member who has a serious health condition.

3 **8.8 Sick Child Benefit Program.** The County agrees to provide employees with a mildly
4 sick child childcare service for eligible dependent children. The service is provided at no cost to
5 employees as long as they are pre-registered in the program. The terms of the service are specified
6 under the County's contract with Virginia Mason Medical Center's Tender Loving Care (TLC)
7 program.

8 **8.9 Pay upon Separation.** A paid leave eligible employee who has successfully completed at
9 least five (5) years of County service and who retires as a result of length of service or who separates by
10 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount
11 equal to thirty-five percent (35%) of his/her unused, accumulated sick leave hours multiplied by the
12 employee's rate of pay in effect upon the date of leaving County employment, less mandatory
13 withholdings.

14 **8.10 Federal and State Law.** Should the provisions of any federal or state law provide
15 minimal rights or benefits in excess of the benefits provided by the King County Code or by this
16 Agreement, the federal or state laws shall be preeminent.

1 **ARTICLE 9: LEAVE DONATIONS AND GENERAL LEAVES**

2 **9.1 Concurrent Time:** Use of donated leave will run concurrently with the King County 18
3 week Family Medical Leave policy.

4 **9.2 Donation of Leaves.** Donation of vacation leave hours and donation of sick leave hours.

5 **A. Vacation leave hours:**

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

12 **2. Limitations.** The number of hours donated will not exceed the donor's
13 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
14 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
15 accrual.

16 **3. Return of Unused Donations.** Donated vacation leave hours must be used
17 within ninety (90) calendar days following the date of donation. Donated hours not used within
18 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
19 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
20 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

21 **B. Sick leave hours:**

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

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

1 **3. Return of Unused Donations.** Donated sick leave hours must be used
2 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death
3 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
4 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
5 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
6 accrued sick leave hours.

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

11 **5. Conversion Rate.** All vacation and sick leave hours donated will be
12 converted to a dollar value based on the donor's regular hourly rate at the time of donation. Such
13 dollar value will then be divided by the receiving employee's regular hourly rate to determine the
14 actual number of hours received. Unused donated vacation and sick leave will be reconverted based
15 on the donor's straight time hourly rate at the time of re-conversion.

16 **9.3 Leave - Organ Donors.** The manager/designee shall allow all employees eligible for paid
17 leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such
18 as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five
19 (5) days paid leave, which shall not be charged to sick or vacation leave, provided that:

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

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

28 Time off from work for the purpose set out above in excess of five (5) working days will be

1 subject to the terms of this Agreement.

2 **9.4 Leave of Absence without Pay.** If a leave of absence is taken in conjunction with a
3 workers' compensation claim, no authorization for the leave is required. All other leaves of absence
4 without pay are administered as follows:

5 A. An employee eligible for leave benefits may take a leave of absence without pay
6 for less than 30 days if authorized in writing by the employee's appointing authority. Leaves of
7 absence without pay taken for medical or family reasons are also governed by Section 9.10 of this
8 Article.

9 B. An employee eligible for leave benefits may take a leave of absence without pay
10 for more than 30 calendar days if authorized in writing by the employee's appointing authority and
11 the Director. Leaves of absence without pay taken for medical or family reasons are also governed by
12 Section 9.10 of this Article.

13 C. Leaves of absence without pay will be for periods not to exceed one year.
14 However, the appointing authority may, in special circumstances, grant an extension beyond one year.

15 D. An employee who is on a leave of absence without pay will not accrue vacation or
16 sick leave. An employee who is on a leave of absence without pay in excess of 30 days will not
17 accrue seniority while on leave. In addition, leaves of absence in excess of 30 days, except for family
18 or medical leave (Section 9.10), or military leave (Section 9.5) will result in the loss of paid health
19 and other insured benefits.

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

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

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

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

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

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

8 **9.5 Military Leave of Absence.** An employee who is a member of the Washington National
9 Guard or any organized reserve of the Armed Forces of the United States who is ordered to be on
10 active training duty shall be allowed military leave in accordance with state and federal law. In
11 accordance with state law, such employees who are ordered to be on active training duty shall be
12 allowed up to fifteen (15) work days of paid military leave per year (October 1st – September 30th).
13 The employee must present orders for active duty or training duty to his or her Section Manager prior
14 to taking leave. The employee may receive military leave for weekend reservist duty.

15 **9.6 Military Pay & Benefits Continuation.** If an employee is called to involuntary active
16 duty, she/he may be eligible for health benefit continuation and pay supplementation in accordance
17 with County policy at the time the individual is called to active duty.

18 **9.7 Jury Duty.** If an employee eligible for leave is called for jury duty, then the employee
19 will be entitled to regular pay for all workdays that the employee misses due to jury duty. The
20 employee should deposit his or her jury duty fees, excluding mileage, with the Department of
21 Finance. Employees must contact their supervisor when dismissed from jury duty during regularly
22 scheduled working hours and may be required to report back to work.

23 **9.8 School Volunteer Leave.** An employee may use up to three (3) days of leave per year for
24 volunteering at the employee's children's school. The employee must obtain approval in advance
25 from the employee's appointing authority.

26 **9.9 Bereavement Leave.** All employees eligible for leave benefits are entitled to three (3)
27 paid days per occurrence per year of bereavement leave due to the death of an immediate family
28 member. For purposes of this section, "immediate family" is defined as follows:

1 Children; children of spouse or domestic partner; parents; parents of spouse or domestic
2 partner; siblings; siblings of spouse or domestic partner; grandchildren; grandchildren of spouse or
3 domestic partner; grandparents; grandparents of spouse or domestic partner; spouse or domestic
4 partner.

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

7 **9.10 King County Family and Medical Leave (KCFML).**

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

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

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

23 1. For purposes of this benefit, a rolling twelve-month period is measured
24 backward from the date an employee uses any of his or her eighteen (18) week KCFML entitlement.
25 For instance, each time an employee takes family and medical leave the remaining entitlement would
26 be any balance of the eighteen (18) weeks which have not been used during the immediately
27 preceding twelve (12) months. For example, if an employee has taken eight (8) weeks of leave during
28 the past twelve (12) months, an additional ten (10) weeks could be taken. If an employee used four

1 (4) weeks beginning February 1, 2002, six (6) weeks beginning June 1, 2002, and eight (8) weeks
2 beginning December 1, 2002, the employee would not be entitled to any additional leave until
3 February 1, 2003. However, beginning on February 1, 2003, the employee would be entitled to four
4 (4) weeks of leave, on June 1, the employee would be entitled to an additional six (6) weeks, etc.

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

8 **D. Intermittent leave is subject to the following conditions:**

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

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

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

20 **E.** Prior to using family or medical leave, any accrued compensatory time must be
21 exhausted. The employee may choose to either use it as time off or receive a lump sum cashout.

22 **F.** The County shall continue its contribution toward health care benefits (medical,
23 dental, vision) during any unpaid leave taken as KCFML. An employee may elect to self pay for
24 other insured benefits.

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

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

28 2. A position with equivalent status, benefits, pay and other terms and

1 conditions of employment; and

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

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

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

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

12 **9.11** To the extent that the Washington State Family Care Act provides a greater benefit than
13 the provisions of this Agreement, the Washington State law will apply.

14 **9.12** Employees covered by this Agreement who are employed in a bona fide executive,
15 administrative or professional capacity and are in turn exempt from overtime payments under the
16 Federal Fair Labor Standards Act will be eligible for up to ten (10) days of Executive Leave per year
17 pursuant to County policy and are expected to work the hours necessary to satisfactorily perform their
18 jobs; provided, however, all such employees will receive a minimum of three (3) days of Executive
19 Leave per year.

1 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

2 **10.1 Regular Schedule.** Regular work shifts for full-time employees are eight (8) hours per
3 day (exclusive of the meal period) for five (5) days per week, with Saturday and Sunday generally the
4 days off.

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

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

17 **B.** If a holiday designated pursuant to Section 6.1 falls on a Saturday or on a Friday
18 that is the normal day off, then the holiday will be taken on the last normal workday. If a designated
19 holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on
20 the next normal workday. This schedule will be followed unless the employee and his or her
21 supervisor determine that some other day will be taken for the holiday; provided, however, that in
22 such case the holiday time must be used no later than the end of the following pay period.

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

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

28 **10.2 Overtime.**

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

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

6 **10.3 Compensatory Time.** A non-exempt employee may request, and with approval of the
7 Section Manager, may receive time off in lieu of overtime pay. Such time shall be earned on a time
8 and one half-(1-1/2) basis as provided under this Article. In accordance with the law the employee
9 must initiate all requests for compensatory time off in lieu of overtime pay, and compensatory time
10 accumulations will be governed by King County policy. Any unused compensatory time will be
11 cashed out on the last payroll of the year.

12 **10.4 Benefits for Employees Held Over.** Employees asked to work beyond their normally
13 scheduled shift may use a County telephone to notify home when travel plans have changed.

14 **10.5 Call Back.** A non-exempt employee covered by this Agreement who is not on standby
15 and is called to duty after completion of his or her regular shift or workweek, not contiguous with the
16 employee's next regular shift shall be granted a minimum of four (4) hours pay at the time and one-
17 half (1-1/2) rate of pay. Paid status will begin upon arrival at the work location, and will terminate at
18 the completion of required work. In the event this overtime work is accomplished prior to the normal
19 working hours and the employee subsequently works his or her regular shift, pay for the regular shift
20 shall be at the employee's straight time rate.

21 **10.6 Definition of Call Back.** A Call Back shall be defined as a circumstance where an
22 employee has left the work premises at the completion of his or her regular work shift and is required
23 to report to duty prior to the start of his or her next regularly scheduled work shift. An employee who
24 is called back to report to work before the commencement of his or her regular work shift shall be
25 compensated in accordance with the Call Back provisions of this Collective Bargaining Agreement.
26 An individual on standby pay is not eligible for call back pay.

27 **10.7 Telecommuting.** TEA and the County mutually recognize the importance of regularly
28 reporting to the assigned work site for the purposes of accomplishing work, however, consistent

1 with past practice, an employee may occasionally request, and a supervisor may occasionally approve,
2 an alternative telecommuting work schedule for a limited period of time for the purpose of
3 accommodating and balancing the individual needs of an employee and the business needs of the
4 organization. Additionally, employees are covered by the King County Telecommuting Policy (PER-
5 18.4 (AEP)), and any amendments thereto.

6 **10.8 Home Free Guarantee.** The County will operate a program to provide employees with
7 a free ride home, by taxi, if on a given day the employee has commuted to work by bus, carpool,
8 vanpool, bike or walking on the day of the trip and has an emergency that day which requires the
9 employee to leave work at other than the employee's regularly scheduled quit time. Determination of
10 what constitutes a qualified emergency will be made at each worksite by the employee designated by
11 the County. Employees can exercise their home free guarantee a maximum of eight (8) times per
12 calendar year.

1 **ARTICLE 11: WORK-OUT-OF-CLASSIFICATION**

2 Employees may be assigned work out of their regular classification. If the assigned work is to
3 a lower classification, the employee will receive his/her normal rate of pay. Work out of the
4 employee's regular classification to a higher paying classification shall be assigned in writing by the
5 manager/designee prior to the work being performed. Compensation for the out-of-class assignment
6 shall begin the day identified in the written assignment, but shall not be retroactive. Nothing in this
7 article shall limit management from assigning an employee incidental work outside of the employee's
8 current classification; such incidental work assignment shall not constitute the basis for an out-of-
9 class assignment. An employee reserves the right to bring to the attention of his or her supervisor any
10 instance where he or she has been asked to perform or has been performing ongoing work
11 predominantly covered by a higher classification. No employee may assume the duties of a higher
12 paid position without formal assignment, except in a bona fide emergency, or in the case of incidental
13 work as described above. Pay rates for work in a higher classification will be in accordance with
14 County policy.

1 **ARTICLE 12: LAYOFF RECALL AND TRANSFER**

2 **12.1 Layoff.** In the event of a reduction in force due to lack of work or lack of funds, layoffs
3 will be conducted at the division level (WTD). The WTD Director (or designee) will provide written
4 notification to the individual(s) whose position(s) is/are being eliminated. Prior to instituting layoff
5 notification(s), all temporary, term-limited-temporary (TLT) and probationary employees within the
6 skill area affected by the primary layoff (e.g. structural, mechanical, electrical, etc.) shall be released.

7 **12.2 Bumping.** A regular career service employee who has completed a probationary period
8 so notified may accept layoff or elect to bump an employee with less seniority covered by this
9 Agreement, as provided within this Section. An employee will have five (5) work days from the time
10 of written notification of layoff to provide written response to the County of his/her intent to exercise
11 his/her bumping rights. An employee will forfeit his/her bumping rights if his/her written response is
12 not submitted within five (5) days or the County has not accepted a late filing of the response. The
13 County will, if it determines that there are warranting circumstances, accept a late filed response from
14 an employee. Late response from those employees who could not be notified of a reduction in force
15 due to leave, absence, or long-term vacation, etc., will be accepted.

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

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

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

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

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

28 **D.** Bump the least senior employee within the WTD Division in a lateral

1 classification (one that has the same top rate of pay) for which s/he is qualified and has previously
2 served a probationary period or had probation waived by the County.

3 **12.3 Transfer.** In lieu of laying off a regular career service employee, the director of the
4 Department of Executive Services (DES) or designee may reassign such employee to a comparable,
5 vacant position, when the director of DES determines such reassignment to be in the best interest of
6 the County.

7 **12.4 Re-call Rights.** A regular career service employee who is laid off will have recall rights
8 to his/her previous position for two (2) years from the date of layoff. An employee retains his/her
9 recall rights if he/she accepts a lesser position with the County. An employee who is laid off shall
10 forfeit his/her recall rights if he/she refuses a recall to a comparable position.

11 **12.5 Notice of Recall.** A regular career service employee will have ten (10) days from the
12 date the notice of recall is sent by certified mail in which to notify the County of whether he/she will
13 accept the position. The County will consider the employee's failure to notify the County within ten
14 (10) days a refusal, however, if the County determines that there are warranting circumstances, it may
15 accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility
16 to keep the County informed of his/her current address.

17 **12.6 Reinstatement.** A regular career service employee recalled within two (2) years from
18 the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for
19 the period of layoff, and vacation leave accrual rate restored.

1 **ARTICLE 13: DISCIPLINE**

2 **13.1 Just Cause Standard.** No career service employee shall be disciplined or discharged
3 except for just cause. Probationary and temporary employees are employed at will and may be
4 disciplined and discharged at any time by the County. Probationary and temporary employees may
5 not grieve or in any way appeal discipline or discharge under this Agreement.

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

12 **13.2 Probationary Period for New employees.** New employees shall be subject to a six (6)
13 month probationary period. Employees who have been assigned to a position as an acting or TLT
14 shall be provided credit for such time toward this period at the discretion of the appointing authority.
15 A probationary period may be extended beyond six (6) months but no more than twelve (12) months
16 upon agreement of the County, the employee, and TEA.

17 **13.3 Probationary Period upon Promotion.** Employees promoted to new positions in the
18 bargaining unit shall be subject to a six (6) month probation period in the new position.

19 An employee who does not successfully complete the probationary period in a position to
20 which the employee has been promoted may be restored to the employee's former position, former
21 salary, and all other benefits to which the employee would have been entitled if the promotion had not
22 occurred. Provided further, there are no reversion rights if discharged for cause. Reversion will
23 occur if the former position is still vacant (has not been offered and accepted by an applicant), and the
24 position still exists. If the former position is unavailable, the individual will be offered any vacant
25 WTD TEA represented position for which they meet the essential qualifications. If they refuse to
26 accept an offered position in a lower in pay range than the position they initially vacated, they will be
27 laid off. If they accept a lower range position, they will have recall rights to the next available
28 position of the range they had at the time of the initial transfer. If they refuse to accept a position of

1 equal range and similar duties (to the position initially vacated) for which they meet the essential
2 qualifications, they will be discharged without recall rights.

3 **13.4 Disciplinary Action.** Disciplinary action may include but not be limited to a written
4 reprimand, suspension without pay, involuntary demotion, withholding of a step increase, reduction
5 of a pay step, and discharge. The type and level of disciplinary action issued will be determined by
6 the County based on the nature and severity of the behavior and/or performance deficiency that led to
7 the disciplinary action. The suspension without pay of an employee who is exempt under the Fair
8 Labor Standards Act may only be in full week increments unless the infraction is for the violation of a
9 major safety rule. Counseling whether verbal or written, is not considered discipline and is not
10 subject to the grievance procedure of this Agreement.

11 **13.5 Cause for Disciplinary Action.**

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

- 14 • Dishonesty, including but not limited to dishonesty in securing appointment
- 15 • Gross misconduct
- 16 • Incompetence
- 17 • Inefficiency
- 18 • Unauthorized absence, including patterns of continual tardiness
- 19 • Neglect of duty
- 20 • Insubordination
- 21 • Consumption of or being under the influence of alcohol or other drugs while on
22 duty
- 23 • Conviction of a crime
- 24 • Disorderly conduct while on duty
- 25 • Negligent, reckless or knowing damage to or waste of public property
- 26 • Violation of any of the provisions of applicable federal or state law relating to
27 political activities
- 28 • Negligent, reckless or knowing violation of any of the provisions of the personnel

1 guidelines or this Agreement.

2 • Violation of any lawful order, directive, or policy of a superior, including but not
3 limited to the Executive, department directors and division managers, or a violation of the Employee
4 Code of Ethics.

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1 **ARTICLE 14: CONFLICT RESOLUTION**

2 The County and TEA commit to addressing and resolving issues in a fair and responsible
3 manner and to use conflict resolution methods when appropriate. The County and TEA's relationship
4 depends on mutual respect and trust built upon the ability to recognize the individual employee's
5 value to the County and the employee's investment in the County. Early and informal resolution of
6 disagreements and workplace problems will enhance the productivity and quality of the workplace. It
7 shall be a goal of the County and TEA employees to enter the dispute resolution process before a
8 problem arises to the level of a disciplinary matter or grievance. The steps TEA recommends in
9 conflict resolution are awareness, acceptance, and action, using pre-designated colleagues in the roles
10 of natural facilitators to teach, lead and coach. Under no circumstances shall the initiation of the
11 conflict resolution procedure serve to waive any of the timelines set forth in the Grievance Procedure
12 provisions set forth in Article 15 below, unless by mutual agreement of TEA and the County.

1 **ARTICLE 15: GRIEVANCE PROCEDURE**

2 **15.1 Nature of the Procedure.** Any dispute between the County and TEA or between the
3 County and any employee covered by this Agreement concerning the interpretation, application, claim
4 of breach or violation of the express terms of this Agreement shall be deemed a grievance.

5 Every effort will be made to settle grievances at the lowest possible level of supervision with
6 the understanding grievances will be filed at the step in which there is authority to adjudicate,
7 provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint,
8 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance. The
9 conflict resolution procedure described in Article 14 of this agreement is also an encouraged method
10 for resolving problems.

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

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

16 **15.2 Grievance Steps.** A grievance in the interest of a majority of the employees in a
17 bargaining unit shall be reduced to writing by TEA and may, at its discretion be introduced at Step 2
18 of the grievance procedure and be processed within twenty-one (21) days of the alleged violation or
19 knowledge of the alleged violation.

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

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

1 grievance.

2 **Step 2:** If the grievance is not resolved as provided in Step 1 above, it shall be forwarded in
3 writing to the Section Manager within ten (10) calendar days of the Step 1 written response. The
4 manager shall convene a meeting with TEA within ten (10) calendar days after receipt of the
5 grievance. The meeting shall include the aggrieved employee (at their option). The manager must
6 reply in writing to TEA within ten (10) calendar days after the grievance meeting. The Section
7 Manager will consult with WTD HR and the King County Labor Relations Manager/designee and
8 provide copies of all written grievances and responses to the WTD HR and the King County Labor
9 Relations Manager/designee. If the County and Association have been unable to resolve the
10 grievance, the Association may request mediation or arbitration and will have thirty (30) calendar
11 days to formalize this request in writing to the Department of Executive Services, Human Resources
12 Division, Labor Relations Section who will provide a copy to WTD HR.

13 **Step 3: Mediation** - The County and Association will have thirty (30) working days from the
14 mediation request date to schedule a mediation date. The County and the Association shall mutually
15 agree upon a mediator. The decision reached in mediation shall be binding on the parties and, unless
16 specifically agreed otherwise, not form a precedent with WTD for similar issues. If resolution is not
17 reached in mediation, issues may be referred to arbitration, if it concerns the proper application or
18 interpretation of the agreement.

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

21 The Association will have thirty (30) working days from the conclusion of mediation to make
22 a written request for arbitration to the King County Department of Executive Services, Human
23 Resources Division, Labor Relations Section who will provide a copy to WTD HR.

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

26 After the Demand for Arbitration is filed, the County and TEA will meet to select, by mutual
27 agreement, an arbitrator. If the parties are unable to arrive at an agreement, either party may petition
28 for a list of nine (9) arbitrators from the Public Employment Relations Commission (PERC) after

1 which an arbitrator shall be selected by the alternate striking of names, with the first strike to be
2 determined by the flip of a coin.

3 **15.3 Arbitrator's Authority.** In connection with any arbitration proceeding held pursuant to
4 this Agreement, it is understood as follows:

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

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

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

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

1 **ARTICLE 16: NON-DISCRIMINATION**

2 The County or the Association shall not unlawfully discriminate against any employee with
3 respect to compensation, terms, conditions or privileges of employment because of race, color, creed,
4 religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory
5 disability, or union activities. Employees may process a grievance dealing with unlawful
6 discrimination to Step 3 of the grievance procedure as described in Article 15. Failing to reach a
7 settlement, employees may take the issues under this Article to the appropriate agency for
8 adjudication.

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1 **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **17.1 No Work Stoppages.** The County and the Association agree that the public interest
3 requires efficient and uninterrupted performance of County services and to this end pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association shall
5 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and, should same occur, the Association agrees
8 to take appropriate steps to end such interference. Any concerted action by employees shall be
9 deemed a work stoppage if any of the above activities occurs.

10 **17.2 Association's Responsibilities.** Upon notification in writing by the County to the
11 Association that any of its members are engaged in such work stoppage, the Association shall direct
12 each of its members to cease such stoppage and provide the County with a copy of such order. In
13 addition, if requested by the County, a responsible official of the Association shall publicly order such
14 employees to cease engaging in such a work stoppage.

1 **ARTICLE 18: PART-TIME AND TEMPORARY EMPLOYMENT**

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

7 All regular part-time employees scheduled for one-half time or more shall receive full medical
8 benefits and privileges and prorated leave benefits. Any hours worked in excess of the part-time
9 employee's approved schedule up to forty (40) hours per week shall be paid at the straight time rate.
10 Compensation for hours paid in excess of forty (40) hours per week for non-exempt part-time
11 employees shall be in accordance with Article 10.

12 **B. Temporary Employees.** Term Limited Temporary employees who have served at least
13 one (1) year with WTD shall be eligible to compete as internal candidates for full-time career service
14 positions represented by TEA. Term Limited Temporary employees shall be eligible to request a
15 part-time schedule in accordance with Article 18A above.

1 **ARTICLE 19: TIME, SPACE AND PROPERTY**

2 **19.1 Workplace Access.** TEA representatives may, after notifying the appropriate Section
3 Manager in charge, visit the work location of employees covered by this Agreement at any reasonable
4 time for the purpose of investigating grievances. Such representative shall limit his or her activities
5 during such investigations to matters relating to this Agreement.

6 **19.2 Facilities.** County space and facilities may be used by the Association for the purposes
7 of administering the terms of this agreement so long as it does not interfere with the normal
8 operations of the work site.

9 **19.3 Release Time.** The County agrees to recognize up to eight (8) employees appointed and
10 identified by TEA as representatives. When contract administration business is conducted during
11 working hours, these employees are responsible for coordinating in advance with their Section
12 Manager or designee so as to not negatively impact Section workload. Contract administration
13 includes Weingarten hearings, formal and informal grievances, mediation hearings and other
14 meetings (excluding arbitrations), and similar contract related work with Section Managers and
15 Division Management. TEA meetings that do not include Section Managers or Division
16 Management will be conducted during non-working hours, meal periods or break periods. Release
17 time for contract negotiation sessions between the County and TEA will be limited to up to a total of
18 four (4) persons for the two (2) bargaining units.

19 **19.4 Bulletin Boards.** The County shall provide bulletin board space for the use of TEA in
20 areas accessible to the members of the bargaining units. Only recognized officers and staff
21 representatives of TEA will be entitled to post and remove TEA materials, and only materials
22 originating from and identified as official TEA documents with a TEA signature, logo, or appropriate
23 stamp may be posted on the TEA bulletin board space.

24 **19.5 Equipment Use.** The County recognizes that County business will include certain
25 activities relating to contract administration. Employees who are designated by TEA as
26 representatives may make limited use of County telephones, FAX machines, copiers and similar
27 equipment for the purpose of contract administration. As an example, a few copies made
28 occasionally would be limited use of the copier, not copies for the entire bargaining unit or sections

1 thereof. Similarly, use of the FAX, computer, and telephone would be on an occasional as needed
2 basis and not on a routine basis and not for communications broadcast to large numbers of
3 employees. In addition, such employee representatives may use the County electronic email system
4 for communications related to contract administration provided that the use is limited to use which is
5 brief in duration and accumulation, and which does not interfere with or impair the conduct of other
6 official County business.

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1 **ARTICLE 20: SAVINGS CLAUSE**

2 Should any part hereof or any provision in this Agreement be rendered or declared invalid by
3 reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within
6 thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or
7 provisions of this Agreement shall remain in full force and effect.

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1 **ARTICLE 21: WAGE RATES**

2 **21.1 Pay Ranges.** Pay ranges for each classification are set forth in Appendix A.

3 **21.2 Cost of Living Allowance.**

4 A. Effective July 1, 2002, wage rates in effect on June 30, 2002 shall be increased by
5 2.32%. This is equal to ninety percent (90%) of the CPI-W, all Cities Index, September 2000 to
6 September 2001.

7 B. Effective January 1, 2003, wage rates in effect on December 31, 2002 shall be
8 increased by 2.00%. This is greater than ninety percent of the CPI-W, All Cities Index, September
9 2001 to September 2002.

10 C. Effective January 1, 2004, wage rates in effect on December 31, 2003 shall be
11 increased by 2.03%. This is equal to ninety percent (90%) of the CPI-W, All Cities Index, September
12 2002 to September 2003.

13 D. Effective January 1, 2005, wages rates in effect on December 31, 2004 shall be
14 increased by an amount equal to ninety percent (90%) of the CPI-W, All Cities Index, September
15 2003 to September 2004 with a minimum increase of two percent (2%) and a maximum increase of
16 six percent (6%).

17 E. Employees in the bargaining unit on the date of ratification shall be eligible to
18 receive a one-time only lump sum payment as an inducement for ratification of this Agreement and is
19 in lieu of a Cost of Living Allowance for the period January 1, 2002 through June 30, 2002. The
20 lump sum payment is comprised of two parts. First, employees in the bargaining units covered by
21 this Agreement on the date of Association ratification who were also employed in the first half of
22 2002 shall receive an amount equal 2.32% of the wages earned during the time period between
23 January 1, 2002 through June 30, 2002. In addition, \$50.00 shall be paid to each employee in the
24 bargaining units as of the date of ratification. This sum of \$50.00 was calculated by dividing in equal
25 amounts the total amount of COLA that would have been paid to employees within the two covered
26 bargaining units for the time period between January 1, 2002 through June 30, 2002, but who
27 terminated subsequent to June 30, 2002, and are therefore ineligible under the terms of this
28 Agreement to receive such payment.

1 F. The effective date of the wage increases set forth above for employees hired into or
2 accreted into the bargaining unit after the dates set forth above, shall be the employees' date of hire or
3 the Christie date, whichever is later. The Christie dates for positions added to the bargaining unit
4 after July 1, 2002, are set forth in Appendix C to this Agreement.

5 **21.3 Classification/Compensation Re-opener.** The parties agree to conduct a joint wage
6 survey in accordance with KC Ordinance 11480 for the purpose of determining the appropriate
7 compensation for classifications in both bargaining units with the goal of compensating all covered
8 classifications on the County's Squared Table. The parties agree to commence the survey within
9 forty-five (45) days following execution of this Agreement, with the goal of beginning formal
10 negotiations on the pay and retroactive pay adjustments on or about January 1, 2005. Pay adjustments
11 associated with implementing any new job classifications and/or pay ranges resulting from the salary
12 re-opener in 2005 shall be effective as set forth in Appendix B. During the pendency of this study,
13 employees will continue to be eligible for step progression and merit pay.

14 **21.4 Normal Withholding.** All payments made pursuant to this Agreement shall be subject
15 to regular and legally required withholding. This will include deductions for purposes of the Public
16 Employment Retirement System (PERS). King County shall be responsible to the Department of
17 Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible
18 to King County for repayment of the employee's share of their PERS contribution. Each individual
19 shall have the PERS employee obligation deducted from any retroactive payment check.

20 **21.5 Implementation Schedule.** The County will implement any pay increases set forth in
21 this Agreement as soon as practicable and consistent with all applicable laws.

22 **21.6 Professional Registration and Certification Pay.**

23 **21.6.1 Introduction.** To encourage professional development and to ensure the
24 employment of qualified personnel in appropriate classifications, compensation for professional
25 licenses and certifications will be provided in accordance with this article. Such compensation shall
26 be paid to those employees who have obtained professional licenses and certifications or completed
27 further education or paid for memberships in organizations that are directly applicable to their
28 employment.

1 **21.6.2 Professional Licenses.** Employees who have one or more current
2 Washington State professional licenses in the branches of Civil, Mechanical, Electrical, Sanitary, or
3 Structural shall be paid fifty (\$50) dollars per month. If the professional license is directly
4 applicable to their employment, they will receive an additional fifty (\$50) dollars per month.

5 **21.6.3 Certifications and Professional Designations.**

6 A. Within the terms of this Agreement, certifications include, but are not
7 limited to the following:

- 8 ACI American Concrete Institute Inspection Certification
9 AWS American Welding Society Inspection Certification
10 DCLU City of Seattle DCLU Special Inspection Certification
11 IAEI International Association of Electrical Inspectors
12 ICBO International Conference of Building Officials
13 NACE National Association of Corrosion Engineers
14 American Institute of Certified Planners
15 ASA American Society of Appraisers
16 Appraisal Institute - MAI, SRPA or SRA
17 Certified Public Accountant
18 Hazardous Waste Certification
19 International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC, AMC
20 National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC
21 Project Management Institute Certification
22 Underground Storage Tank Inspection Certification
23 Washington State Associate Brokers License
24 Washington State Bar Association
25 Washington State Certified Real Estate Appraiser

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

28 C. All employees who have one or more valid certifications as described in

1 Section 3(a) above in a discipline directly applicable to their employment, shall be paid an additional
2 fifty (\$50) dollars per month per certification up to a maximum of one hundred (\$100) dollars per
3 month.

4 **21.6.4 Professional Memberships.** Employees are encouraged to join professional
5 organizations for the purpose of further professional development. The employer recognizes the
6 value of professional affiliation and agrees to pay the membership or examination fee for one
7 professional organization per employee per year up to a maximum of \$300.00.

1 **ARTICLE 22: PRODUCTIVITY INITIATIVE**

2 The management of King County Wastewater Treatment Division and the Association agree
3 to engage in a productivity initiative for the benefit of the employees and the ratepayers of King
4 County. Recognizing the inevitability of the need to improve the delivery of services, the parties to
5 this agreement intend to work together to manage that process to their mutual benefit. We believe the
6 partnership we are employing will continue to provide our customers with the best and most efficient,
7 state of the art wastewater treatment utility in the country, while securing rewarding careers for the
8 employees of the division.

9 In order to accomplish this change successfully, we agree to the following:

10 1. There will be no involuntary layoffs due to the Productivity Pilot Program in the
11 Wastewater Treatment Division and as approved by the King County Council. Any reductions in
12 force necessary to help meet Productivity Initiative goals should be accomplished through attrition.

13 2. This agreement acknowledges the partnership among Wastewater Treatment Division
14 management, the County, the Association, and others to manage the change process as the
15 Productivity Pilot Program is implemented and on a continual basis thereafter.

16 3. Management is committed to providing adequate resources for appropriate and necessary
17 training, career development, and incentives consistent with the business needs, within financial
18 constraints.

1 **ARTICLE 23: PRODUCTIVITY INCENTIVE FUND**

2 **23.1 Goals and Parameters.**

3 The goals of the Productivity Incentive Fund are as follows:

- 4 • Provide financial incentives to employees to achieve higher than projected savings
- 5 to the sewer ratepayers.
- 6 • Encourage teamwork.
- 7 • Encourage employee involvement in and “ownership” of the business.

8 The parameters of the Productivity Incentive Fund shall be consistent with the annual
9 wastewater service level requirements as set forth in the Productivity Pilot Program, adopted by
10 Motion 11156 (April 27, 2001).

11 **23.2 Productivity Incentive Fund for Wastewater.** Henceforth, the productivity incentive
12 fund, as defined herein, shall be established each calendar year after the baseline annual operating
13 target savings identified in the aforementioned Productivity Pilot Program are met and verified
14 through an independent review. Fifty percent (50%) of those additional savings shall be retained by
15 King County Wastewater Treatment Division and fifty percent (50%) shall be assigned to a
16 productivity incentive fund. A minimum of twenty-five percent (25%) of the (Operating and Capital)
17 funds assigned to the productivity incentive fund shall be paid out in cash to all employees
18 participating in the productivity initiative with the remaining seventy-five percent (75%) distributed
19 in accordance with Article 23.4. The fund shall be managed as defined in Article 23.4.

20 **23.3 Productivity Incentive Plan for Wastewater Capital.** The Productivity Pilot Program
21 will develop a plan to identify additional savings associated with portions of the Wastewater Capital
22 Program. The method of assigning savings to the Productivity Incentive Fund shall be specified in
23 the plan. Nothing in this Agreement precludes other represented groups or non-represented
24 employees from participating in the productivity incentive fund for the Wastewater Capital Program.

25 Certain capital program work of the wastewater program has traditionally been performed by
26 independent contractors procured by the county rather than county employees. If the wastewater
27 program begins to use county employees for all or any portion of such capital program work in
28 connection with implementation of the productivity initiative, subsequent use of independent

1 contractors shall not be limited as a result of this temporary pilot project.

2 **23.4 Productivity Incentive Fund Oversight Committee.** A Productivity Incentive Fund
3 Oversight Committee shall be responsible for oversight of funds. The Productivity Initiative Fund
4 Oversight Committee shall include three representatives from TEA as well as representatives of other
5 labor organizations representing participating employees, management, plus one non-represented
6 position. Ex-officio membership may include, but shall not be limited to the Office of the Executive
7 and the Department of Finance.

8 The Productivity Incentive Fund Oversight Committee shall have the authority and
9 responsibility to determine the distribution and use of the fund, subject to approval by the Director of
10 the Wastewater Treatment Division. The Productivity Incentive Fund Oversight Committee shall
11 prepare an annual report on the management of the fund. The fund shall be audited on an annual
12 basis. In addition to employee payouts, as referenced in Article 23.2, the distribution of the funds
13 may include, but not be limited to:

- 14 • Increased annual pay-outs to employees,
- 15 • Investment in employees through training and other employee development
16 programs,
- 17 • Award and recognition program,
- 18 • Reserve fund, and
- 19 • Other activities consistent with achieving the goals of the Productivity Pilot
20 Program.

1 **ARTICLE 24: CONTRACTING OUT**

2 The County shall first consider TEA employees to perform all work, regardless of the size of
3 the contract, and shall not contract out work that is performed and consistent with work covered by
4 members of the Association if the contracting of such work eliminates represented positions. In the
5 case of circumstances that are beyond the control of the County that could not reasonably have been
6 foreseen, and for projects that the County is not reasonably able to provide the necessary tools,
7 employees, or equipment to perform work in a timely and cost effective manner, the County shall be
8 allowed to enter into temporary contract arrangements. Prior to a layoff for lack of work, the County
9 and the Association will enter into a dialogue with the objective of avoiding the layoff. The County
10 will recall work assigned to consultants in order to avoid the layoff if 1) the work can be done by
11 TEA employees and 2) the recall can be done in a manner that does not compromise quality, schedule
12 and the overall business needs of the body of work or the project being recalled.

1 **ARTICLE 25: SAFETY STANDARDS**

2 The County and its employees value a safe working environment and recognize their mutual
3 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance
4 with applicable state and federal laws and regulations. The County may create and enforce safety
5 standards above those required by law, provided that nothing in this Article waives TEA's rights to
6 collectively bargain. The County shall supply and maintain safety-related items and equipment as
7 required by law or Department or Division policy or directive.

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1 **ARTICLE 26: SPECIAL CONDITIONS**

2 **26.1 Authorized Leave Due to Inclement Weather or Safety Concerns.**

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

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

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

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

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

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

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

25 2. The employee may request, and the Section Manager/designee may
26 approve, the use of compensatory time, vacation time, or leave without pay to cover absences due to
27 inclement weather. Sick leave may not be used to cover absences due to inclement weather.

28 **26.2 Automobile Reimbursement.** No employee shall be required as a condition of

1 employment to provide a personal automobile for use on County business. Any use of a personal
2 automobile for County business shall be mutually agreed to by the County and the employee and shall
3 be reimbursed at the rate established by the Internal Revenue Service.

4 **26.3 Transit Passes.** All employees covered under this Agreement shall receive an annual
5 transit pass entitling the holder to ride without payment of fare on public transportation operated
6 under the County's authority. In addition, such employees shall be entitled to use the transit pass to
7 ride without payment of fare on public transportation services operated by or under the authority of
8 Sound Transit, Pierce Transit, Kitsap Transit, and Community Transit, subject to agreements with
9 such agencies as may be entered into by the County Executive.

10 **26.4 Defense and Indemnification.** Whenever an employee is named as a defendant in a
11 civil action arising out of the performance of the employee's duties and is acting within the scope of
12 employment, the County shall, at the written request of the employee, furnish counsel (or, solely at
13 the County's discretion, reimburse the employee the cost of their private counsel) to represent the
14 employee to a final determination of the action, without cost to the employee.

1 **ARTICLE 27: RETIREMENT**

2 All eligible employees shall be covered by the Public Employee Retirement System.
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1 **ARTICLE 28: PROMOTIONS**

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

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

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

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

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

20 Vacancies may be advertised simultaneously to the employees represented by the Association
21 and those outside the Association in the interest of efficiency. Application materials will be reviewed
22 to identify those bargaining unit candidates who meet the minimum qualifications of the positions
23 based on the "qualifications" and "special necessary requirements" listed on the job bulletin. The
24 highly qualified candidates are those who meet the "highly desirable" and/or "desirable"
25 qualifications listed on the job bulletin. From this group, management will interview a minimum of
26 three (3) highly qualified candidates before considering outside candidates. If there are fewer than
27 three (3) highly qualified candidates represented by the Association, management may also consider
28 the outside candidates. The most qualified candidate will be selected.

1 **ARTICLE 29: BENEFIT PLAN**

2 This will confirm our agreement that benefits-eligible employees will continue to be covered
3 by the “Memorandum of Understanding regarding Benefit Plan Design for 2003-2005 For
4 Represented Benefits-Eligible Employees By & Between King County and the Technical Employees
5 Association Representing King County Employees,” dated February 20, 2003.

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1 **ARTICLE 30: DURATION**

2 This Agreement shall become effective upon full and final ratification and approval by all
3 formal requisite means by the Metropolitan King County Council and the King County Executive and
4 shall be in effect July 1, 2002 through June 30, 2005.

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7 **APPROVED** this _____ day of _____, 2004

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11 By: _____

12 King County Executive

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17 For the Association:

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20 _____
21 Ken Madden, President
22 Technical Employees Association

**APPENDIX A
WAGE ADDENDUM**

**Technical Employees Association, Wastewater Treatment Division,
Department of Natural Resources & Parks - Staff Unit**

| Class Code | Peoplesoft Code | New Class Title | Range/Grade | Salary Table |
|------------|-----------------|---------------------------------|-------------|----------------|
| 4200100 | 421112 | Administrative Office Assistant | 29 | Squared Table |
| 4201100 | 421214 | Administrative Specialist I | 33 | Squared Table |
| 4201200 | 421324 | Administrative Specialist II | 37 | Squared Table |
| 4201300 | 421415 | Administrative Specialist III | 41 | Squared Table |
| 0462200 | 432201 | Construction Management I | 14 | MNR |
| 0462100 | 462101 | Construction Management II | 17 | MNR |
| 0432000 | 462001 | Construction Management III | 20 | MNR |
| 0401200 | 401202 | Construction Management IV | 23 | MNR |
| 0401400 | 401401 | Construction Management V | 25 | MNR |
| 0401500 | 401501 | Construction Management VI | 26 | MNR |
| 4300200 | 431312 | Customer Service Specialist II | 36 | Squared Table |
| 0460900 | 460901 | Designer I | 10 | MNR |
| 0461000 | 461001 | Designer II | 13 | MNR |
| 0461100 | 461101 | Designer III | 16 | MNR |
| 0461200 | 461201 | Designer IV | 17 | MNR |
| 0461300 | 461302 | Designer V | 19 | MNR |
| 0460200 | 460201 | Engineer I | 17 | MNR |
| 0460100 | 460101 | Engineer II | 19 | MNR |
| 0460000 | 460001 | Engineer III | 22 | MNR |
| 0400900 | 400901 | Engineer IV | 24 | MNR |
| 0400700 | 400701 | Engineer V | 25 | MNR |
| 0400800 | 400801 | Engineer VI | 26 | MNR |
| 7112700 | 400101 | Engineer VII | 72 | Standard Table |
| 0620300 | 640301 | Environmental Planner III | 22 | MNR |
| 0440200 | 440201 | Information Systems Analyst II | 22 | MNR |
| 0232700 | 232703 | Management Services Analyst I | 15 | MNR |
| 0232800 | 232802 | Management Services Analyst II | 18 | MNR |
| 0232900 | 232902 | Management Services Analyst III | 20 | MNR |
| 0000633 | 063303 | Program Analyst III | 57 | Standard Table |
| 0291600 | 231602 | Project Assistant | 14 | MNR |

**APPENDIX A
WAGE ADDENDUM**

**Technical Employees Association, Wastewater Treatment Division,
Department of Natural Resources & Parks - Staff Unit**

| Class Code | Peoplesoft Code | New Class Title | Range/Grade | Salary Table |
|------------|-----------------|---|-------------|---------------|
| 0402300 | 402301 | Project Constructor Engineer Supervisor | 25 | MNR |
| 0431700 | 431701 | Project Control Engineer I | 16 | MNR |
| 0431800 | 431802 | Project Control Engineer II | 19 | MNR |
| 0431900 | 431902 | Project Control Engineer III | 22 | MNR |
| 0211300 | 211301 | Project Planning Administrator | 25 | MNR |
| 2441100 | 243110 | Project/Program Manager I | 53 | Squared Table |
| 2441200 | 243212 | Project/Program Manager II | 58 | Squared Table |
| 2441300 | 243311 | Project/Program Manager III | 63 | Squared Table |
| 2441400 | 243404 | Project/Program Manager IV | 68 | Squared Table |
| 0432500 | 432502 | Real Property Agent I | 14 | MNR |
| 0432600 | 432601 | Real Property Agent II | 17 | MNR |
| 0432000 | 432002 | Real Property Agent III | 21 | MNR |
| 0432800 | 432801 | Real Property Agent IV | 23 | MNR |
| 0402100 | 402102 | Senior Project Administrator | 26 | MNR |
| 0344200 | 344201 | Water Quality Planner I | 14 | MNR |
| 0344300 | 344301 | Water Quality Planner II | 18 | MNR |
| 0344100 | 344101 | Water Quality Planner III | 22 | MNR |
| 2430100 | 242102 | Water Quality Planner/Project Manager I | 53 | Squared Table |
| 2430200 | 242205 | Water Quality Planner/Project Manager II | 58 | Squared Table |
| 2430300 | 242305 | Water Quality Planner/Project Manager III | 63 | Squared Table |
| 2430400 | 242404 | Water Quality Planner/Project Manager IV | 68 | Squared Table |
| 0303800 | 303801 | Water Quality Senior Engineer | 24 | MNR |
| 0345600 | 345601 | Water Quality Staff Engineer | 22 | MNR |
| 0331800 | 331801 | WPCD Energy Coordinator | 21 | MNR |

During the pendency of the compensation review provided for in this Agreement, the job classifications will continue to be paid on the existing wage scale.

Squared Table refers to the King County Squared Salary Schedules.

MNR refers to the Metro Non-Represented Salary Schedule.

Standard Table refers to the King County Standardized Salary Schedules.

**APPENDIX A
WAGE ADDENDUM
Technical Employees Association
Wastewater Treatment Division
Department of Natural Resources & Parks
Supervisor Unit**

| Class Code | Peoplesoft Code | New Class Title | Range/Grade | Salary Table |
|------------|-----------------|--|-------------|----------------|
| 0401500 | 401502 | Construction Management VI Supervisor | 26 | MNR |
| 0400700 | 400703 | Engineer V | 25 | MNR |
| 0400800 | 400804 | Engineer VI | 26 | MNR |
| 0400100 | 400102 | Engineer VII | 72 | Standard Table |
| 5401100 | 540202 | Environmental Programs Managing Supervisor | 71 | Squared Table |
| 0233000 | 233002 | Management Services Analyst IV | 22 | MNR |
| 0400500 | 400502 | Real Property Agent V | 25 | MNR |
| 0402100 | 402103 | Senior Project Administrator | 26 | MNR |
| 0402300 | 402302 | Supervising Project Control Engineer | 25 | MNR |
| 0302600 | 302601 | Water Quality Planner Supervisor | 25 | MNR |

During the pendency of the compensation review provided for in this Agreement, the job classifications will continue to be paid on the existing wage scale.

Squared Table refers to the King County Squared Salary Schedules.

MNR refers to the Metro Non-Represented Salary Schedule.

**APPENDIX B TO THE
AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES ASSOCIATION
Department of Natural Resources & Parks – Staff and Supervisors (424)**

RE: Classifications & Rates of Pay

The parties, King County and the Technical Employees Association representing employees within the Department of Natural Resources & Parks, having bargained in good faith hereby agree as follows:

1. The parties agree to conduct a wage survey pursuant to King County Ordinance 11480 for the purpose of determining the appropriate compensation for any classifications to be implemented for employees within the bargaining units covered by this agreement. Pay adjustments shall be as set forth below.
 - A. The effective date of adjustments to the new pay ranges and job classifications shall be July 1, 2002, for all regular, temporary, provisional, and term-limited temporary employees represented by TEA as of that date.
 - B. The effective date of adjustments to new pay ranges and job classifications for all regular employees, temporary, provisional, and term-limited temporary employees hired after July 1, 2002, shall be their date of hire.
 - C. The parties agree that the methodology associated with retroactive application of any pay adjustments shall be subject to negotiations. Any retroactive payments made pursuant to this Agreement shall be subject to regular and legally required withholding. This will include deductions for purposes of the Public Employment Retirement System (PERS); employees' PERS obligation shall be deducted from any retroactive payment check.
 - D. The County will implement any pay increases set forth in this Agreement as soon as practicable and consistent with all applicable laws.

2. When new titles and the ten-step squared salary table are implemented for employees moving to new titles, the parties recognize and agree that two positions, along with their incumbents be allocated as follows according to the step placement methodology described above. These allocations shall be effective the date of the incumbents' promotion to the Supervising Water Quality Planner IV positions:

| Employee's Name | Current Job Title | New Job Classification | New Pay |
|-----------------|--------------------------------------|---|---|
| Peggy Leonard | Supervising Water Quality Planner IV | Environmental Program Managing Supervisor | Pay Range 71 (King County Squared Table – Exempt) |
| Laura Wharton | Supervising Water Quality Planner IV | Environmental Program Managing Supervisor | Pay Range 71 (King County Squared Table – Exempt) |

3. The following incumbents have been classified in newly adopted classifications and are paid on the Square Salary table; the parties agree that these employees are not entitled to additional compensation under the provisions:

| Employee's Name | Job Classification |
|----------------------|--|
| Caroline Edwards | Admin Spec II |
| Katherine M. Fischer | Water Quality Planner/Project Manager III |
| Tom Fox | Program Project Manager IV |
| Steven W. Gilbert | Water Quality Planner/Program Project Manager IV |
| Shirley Marroquin | Environmental Program Managing Supervisor |
| Laurie J. McCray | Water Quality Planner/Program Project Manager IV |
| Susan E. Meyer | Water Quality Planner/Program Manager II |
| Phyllis Meyers | Water Quality Planner/Program Manager III |
| Barbara R. Questad | Water Quality Planner/Program Manager III |
| Wesley N. Sprague | Water Quality Planner/Program Manager III |
| Joe Sullivan | Program Project Manager III |
| Stephen A. Tolzman | Water Quality Planner/Project Manager II |
| Martha Tuttle | Program Project Manager III |

APPROVED this _____ day of _____, 2004

King County Executive

Approved by:

Ken Madden, President
Technical Employees Association

Date

**APPENDIX C TO THE
AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES ASSOCIATION
Department of Natural Resources & Parks – Staff and Supervisors (424)**

RE: Effective Date of Contract Provisions

The parties, King County and the Technical Employees Association representing employees within the Department of Natural Resources & Parks, having bargained in good faith hereby agree as follows:

Certain positions were added to the bargaining units covered under this Agreement subsequent to July 1, 2002. By agreement of the parties, the effective date of any pay changes or other adjustments set forth in the Agreement shall be the employee's date of hire or the Christie date set forth below, whichever is later:

| <u>Employee's Name</u> | <u>Job Classification</u> | <u>Christie Date</u> |
|------------------------|--|----------------------|
| Caroline Edwards | Admin Spec II | July 26, 2004 |
| Katherine M. Fischer | Water Quality Planner/Project Manager III | July 26, 2004 |
| Tom Fox | Program Project Manager IV | February 14, 2004 |
| Steven W. Gilbert | Water Quality Planner/Program Project Manager IV | July 26, 2004 |
| Shirley Marroquin | Environmental Program Managing Supervisor | November 2003 |
| Laurie J. McCray | Water Quality Planner/Program Project Manager IV | July 26, 2004 |
| Susan E. Meyer | Water Quality Planner/Program Manager II | July 26, 2004 |
| Phyllis Meyers | Water Quality Planner/Program Manager III | July 26, 2004 |
| Barbara R. Questad | Water Quality Planner/Program Manager III | July 26, 2004 |
| Wesley N. Sprague | Water Quality Planner/Program Manager III | July 26, 2004 |
| Joe Sullivan | Program Project Manager III | January 2, 2004 |
| Stephen A. Tolzman | Water Quality Planner/Project Manager II | July 26, 2004 |
| Martha Tuttle | Program Project Manager III | January 2, 2004 |

APPROVED this _____ day of _____, 2004

King County Executive

Approved by:

Ken Madden, President
Technical Employees Association

Date