

May 1, 1998

Introduced By:

LARRY PHILLIPS
GREG NICKELS
KENT PULLEN

Proposed No.:

98-298

ORDINANCE NO. 13165

1
2 AN ORDINANCE approving and adopting the Collective
3 Bargaining Agreement negotiated by and between King
4 County and Service Employees International Union, Local 6;
5 Wastewater Treatment Division, representing employees in
6 the Department of Natural Resources; and establishing the
7 effective date of said Agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated between King
10 County and the Service Employees International Union, Local 6; wastewater treatment
11 division, representing employees in the department of natural resources and attached hereto
12 is hereby approved and adopted by this reference made a part hereof.

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

INTRODUCED AND READ for the first time this 11th day of May, 1998.

PASSED by a vote of 12 to 0 this 18th day of May, 1998.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Louise Miller
Chair

ATTEST:

Anne Lewis
Clerk of the Council

APPROVED this 28 day of May, 1998.

Spencer A. ...
King County Executive

Attachments: Collective Bargaining Agreement

AGREEMENT BETWEEN
KING COUNTY
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6
WASTEWATER TREATMENT DIVISION

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APPENDIX A53

DEFINITIONS

Base Hourly Classification---The series of pay steps within a Classification.

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

Classification Family---Those classifications within job progression through which employees can move by meeting the requirements of the Job Progression Program as well as those classifications not part of job progression that match the class in job progression.

Examples:

UW (JP)/UW (grandfather)
OP (JP)/OP (grandfather)
Sr. Op (JP)/Sr. Op (grandfather)

}

Classification Family

Maintenance Worker (JP)/Maintenance Worker (grandfather)
Maintenance Mechanic (JP)/Maintenance Mechanic (grandfather)
Master Mechanic (JP)/Master Mechanic (grandfather)

}

Classification Family

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

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

Joint Labor-Management Committee (JLMC)---a committee assigned contract oversight and amendment responsibility during the term of agreement.

Job Progression---a system of employee advancement through a classification family based upon the employee's contribution to the business that does not require job openings to enable the employee to advance.

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

Pager---one that pages; esp., beeper

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

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

2 **Temporary Employee**---an employee hired to fill a special project position of limited duration or to
3 provide short-term replacement staffing for regular employees absent from their positions for reasons
4 such as leave of absence.

5 **Transfer**---movement between business teams.

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

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1 PREAMBLE

2 This Agreement is the result of a collaborative bargaining process that reflects the relationship
3 between King County (the Employer) and the Service Employees International Union Local 6 (the
4 Union). This relationship is a partnership based on mutual interests, respect, and trust.

5 This document establishes a framework within which the Employer and the Union can
6 achieve our joint mission to efficiently and effectively operate and maintain the public's wastewater
7 treatment system while providing a high quality work environment.

8 The Employer and the Union recognize that the workplace is entering a decade of growth and
9 change due to the facility expansion and upgrade program and the participative workplace process.
10 The parties anticipate an increase in the size and complexity of the wastewater treatment facilities and
11 an increase in the size and diversity of the work force.

12 The Employer and the Union agree that change in the workplace is an evolutionary process
13 which requires the commitment of both parties over time. The elements of workplace change such as
14 gainsharing, job progression and skill-based pay, work redesign, performance evaluation, and
15 comparable worth must be integrated and viewed as a system.

16 In support of policies and practices that reflect our commitment to shared values, the
17 Employer and the Union

- 18 • Listen and respond to public/customer concerns
- 19 • Trust each other
- 20 • Respect all people
- 21 • Take responsible risks
- 22 • Communicate openly
- 23 • Actively participate in decisions that affect us
- 24 • Behave the way we say we do
- 25 • Give and get reliable, quality business information
- 26 • Improve our technical excellence and teamwork
- 27 • Foster a labor-management partnership based on mutual interests
- 28 • Have fun, enjoy humor, "Lighten Up"

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

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

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1 ARTICLE 1: JOINT LABOR MANAGEMENT COMMITTEE

2 In this agreement, the employer and the union set forth an approach for making ongoing
3 changes and continuous improvements in the workplace through an ongoing labor-management
4 process. This process will move us towards our shared vision of a participative workplace. We
5 realize that we will be continually striving to achieve our vision. As we make changes to achieve the
6 vision, the form of the document will change over time. Issues are to be discussed in an interest
7 based, collaborative manner and the JLMC will access the services of a mutually acceptable source of
8 mediation services if consensus can not be reached in a timely manner.

9 The Employer and the Union have established an ongoing process that allows for revisions to
10 the current Labor Agreement and can address other matters mutually agreed upon between the
11 parties.

12 To accommodate this process, the role of the current Joint Labor/Management Committee
13 (JLMC) is to oversee the tasks and/or committees called for in this Agreement and to provide the
14 necessary coordination on matters involving the participative workplace process.

15 We agree that the JLMC, comprised of an equal representation of the Employer including one
16 (1) representative from the Office of Human Resources Management and the Union, will work
17 together in the spirit of and with principles consistent with the collaborative bargaining process and
18 the participative workplace process.

19 PURPOSE of the JLMC

- 20
- To deal jointly with issues of mutual interest
 - 21 • To maintain and improve labor-management relations and communications
 - 22 • Establish commitment, mutual trust, and mutual respect
 - 23 • To help identify and solve problems
 - 24 • As a forum to exchange information
 - 25 • Perform other duties as contained in this agreement

26 The committee will meet at least monthly. Changes or additions to the Agreement, policy,
27 and/or procedures will be published in draft form 15 days prior to implementation date. Comments
28 will be considered and incorporated if appropriate. Changes or additions to the Agreement, policy,

1 and/or procedures will be made by Memorandums of Agreement or Memorandums of Understanding.
2 The Employer and the Union agree to the inclusion of handbooks for programs referenced in the labor
3 agreement developed collaboratively between the Employer and the Union as Appendices to the
4 Agreement.

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1 ARTICLE 2: RECOGNITION AND BARGAINING UNIT

2 The Employer recognizes Service Employees International Union, Local 6, as the sole and
3 exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all
4 employees in the wastewater treatment facilities in classifications listed in the attached wage schedule
5 marked Appendix A. Excluded are all supervisory and confidential employees.

6 The Employer agrees to extend recognition of the Union as the bargaining representative for
7 any new or added Wastewater Treatment Facility operated by King County and to extend the terms of
8 this Agreement to represented employees working in those facilities.

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1 **ARTICLE 3: UNION SECURITY**

2 **3.1 Membership Dues and Fees**

3 All regular and temporary employees covered by this Agreement shall, as a condition of
4 employment, on or after the thirtieth day but not later than the sixtieth day following their date of
5 employment, either (1) pay to the Union the regular initiation fee and regular monthly dues uniformly
6 required of members, or (2) pay an amount established by the Union as Agency Fees not to exceed
7 regular dues and fees uniformly required of members.

8 Failure by an employee to satisfy the above paragraph of this section shall constitute cause for
9 dismissal provided the Union makes a written request for discharge, verifying that the employee
10 received written notification of the delinquency and notification that non-payment within thirty (30)
11 days will result in discharge by the Employer.

12 **3.2 Religious Exemption**

13 If the employee is a member of a church or religious body which has bona fide religious tenets
14 or teachings which prohibit such employees from being a member of or contributing to a labor
15 organization, such employee shall pay an amount of money equivalent to regular Union dues and
16 initiation fees to one of the following non-religious charities: (1) Ryther Child Center, (2) NW AIDS
17 Foundation, or (3) Fred Hutchinson Cancer Center.

18 **3.3 Dues Deduction Procedure**

19 Regular monthly dues and initiation fees shall be deducted by the Employer from the
20 employee's paycheck when authorized in writing by the employee. The deductions will be
21 transferred to the Union monthly. The Union shall refund any amounts paid to it in error. The Union
22 will indemnify, defend, and hold the Employer harmless against any claims made and any suit
23 instituted against the Employer on account of the application of any provision of this article. The
24 Employer shall notify the Union of changes in employment status on a monthly basis.

1 ARTICLE 4: NON-DISCRIMINATION

2 The Employer and the Union are committed to an equal employment opportunity policy that
3 prohibits discrimination on the basis of the following:

- 4 • Race
- 5 • Gender
- 6 • Sexual orientation
- 7 • Disability (except as exempted by a bona fide occupational qualification)
- 8 • Color
- 9 • Age
- 10 • Religious affiliation
- 11 • Service in the Armed Forces of the United States
- 12 • National origin
- 13 • Marital status
- 14 • Political affiliation
- 15 • Creed
- 16 • Union activity

17 The Employer and the Union also commit to support equal employment opportunity and
18 affirmative action to ensure a diverse work force.

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

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1 ARTICLE 5: NO STRIKES OR LOCKOUTS

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

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1 **ARTICLE 6: MANAGEMENT RIGHTS AND RESPONSIBILITIES**

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

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1 **ARTICLE 7: PROCESS IMPROVEMENT AND/OR WORK REDESIGN**

2 The Employer and the Union recognize the importance of achieving gains in organizational
3 and job efficiencies and in enhancing the quality of plant operations and maintenance. The Employer
4 and the Union further recognize that this effort will require a long-term commitment by both the
5 Employer and the Union.

6 The Employer and the Union agree to participate in a joint educational process to learn about
7 the principles and techniques that would achieve efficiencies and enhance quality, including the
8 concept of work redesign. After the education phase is completed, the Employer and the Union will
9 establish a joint task force to develop guiding principles, mutual goals and criteria to govern the
10 development and implementation of future work improvement processes.

11 Following the joint development of guiding principles, goals and criteria, the Employer and
12 the Union will meet to identify areas where the initiation of process improvement and/or work
13 redesign projects would be appropriate in the operations and maintenance divisions.

14 Implementation of identified process improvement and/or work redesign initiatives may be
15 completed in stages. The Employer and the Union agree to meet to evaluate initial work redesign
16 projects and incorporate findings into subsequent ongoing efforts.

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1 **ARTICLE 8: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**

2 **8.1 General**

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

7 **8.2 Types of Employees**

8 A full-time employee is one normally scheduled to work forty (40) hours per week or one
9 who works an alternative work schedule recognized as equivalent status to a forty (40) hour week.

10 A part-time employee is one normally scheduled less than forty (40) hours per week.

11 A temporary employee is one hired to fill a special project position of limited duration or to
12 provide short-term replacement staffing for regular employees absent from their positions for reasons
13 such as leave of absence.

14 **8.3 Probationary Period**

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

18 **8.4 Trial Service Period/Probationary Period**

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

ARTICLE 9: PERSONNEL ACTIONS

9.1 Job Postings

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

Non-competitive positions for internal candidates:

Regular positions may be filled on an acting or temporary basis for no more than six (6) months without competition. However, the affected Business Team(s) and Section Manager may jointly approve an extension of less than six additional months. The JLMC shall be notified of all appointments and extensions. If management determines that a non-competitive appointment needs to become a continuing assignment, the position will be reposted to allow internal competition for the position. Management needs to determine this change far enough in advance to carry out the necessary administrative details in a timely manner.

Competitive positions for internal candidates:

Regular and special project positions lasting longer than six (6) months will use a competitive selection process. For these positions:

1. The Employer will post announcements of openings at all work-sites for a minimum of 14 days. Jointly developed selection criteria, as approved by the affected Business Team(s), will be established in advance of recruitment. The announcement shall include selection criteria to be used in the selection process.
2. The end date for special project positions will be clearly stated in the posting.
3. If there are sufficient qualified internal candidates to fill an opening, based upon the selection criteria, the position will be filled internally.
4. Except for special project positions, if an opening occurs within six (6) months of the establishment of a list of qualified candidates, the Employer may select the most qualified candidate(s) from the list.

9.2 Selection/Promotion

A joint task force of the Employer and the Union shall establish minimum qualifications and

1 selection criteria for each job classification including appropriate and consistent weighting of criteria.
2 Criteria shall include technical skills, interpersonal skills, affirmative action recruitment
3 considerations, seniority, and other relevant factors.

4 A panel of business team members, not including candidates for promotion, will consider all
5 qualified employees and make promotion recommendations to management in writing.
6 Recommendations shall be based upon criteria listed above.

7 Minimum qualifications and selection criteria shall be reevaluated and updated each year by a
8 committee of the Employer and Union representatives. The Employer shall use the minimum
9 qualifications and selection criteria to evaluate job applicants eligible for the promotion list. The
10 most qualified candidate(s) shall be selected to fill the vacancy(ies). Those promoted shall move to
11 the lowest step on the wage scale of the new classification which provides at least a one-step increase
12 in pay over the employee's previous rate of pay.

13 9.3 Senior Operator-in-Charge

14 Senior Operator-in-Charge positions will be filled through a competitive recruitment process
15 of all qualified Senior Operators not currently serving as a Senior Operator-in-Charge. These
16 positions will be rotated every three (3) years and are not subject to lateral transfers.

17 9.4 Transfers

18 A transfer shall be defined as voluntary or involuntary movement between job
19 assignments/location. A joint panel of supervisors and other team members, not including candidates
20 for transfer, will consider all qualified employees and make transfer recommendations to
21 management in writing. Recommendations shall be based upon business needs and individual
22 abilities, performance, seniority, and qualifications.

23 Processes to accomplish transfers, fill vacancies and accommodate hardships of employees
24 have been jointly developed by the JLMC and are contained in a handbook. [Additional guidelines
25 regarding transfers are contained in the Transfers Handbook and shall be considered as an appendix
26 to this Agreement.]

27 These processes shall be reviewed annually and refined and/or modified as mutually agreed
28 upon by the JLMC.

1 **9.5 Vacancies**

2 When vacancies occur within the same bargaining unit classification, management shall post
3 notice allowing employees to make a written request for consideration to fill such vacancies. The
4 posting period will be for a minimum of ten (10) days from the date of posting.

5 Vacancies shall be filled as in accordance with the procedures for employment movement.
6 [Additional guidelines regarding vacancies are contained in the Vacancies Handbook and shall be
7 considered as an appendix to this Agreement.]

8 **9.6 Layoffs**

9 In the event of a need for a reduction in force, the Employer will meet with the Union as far in
10 advance as possible to identify the reasons requiring the reduction and the number and classifications
11 of employees affected.

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

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

19 Employees subject to layoff shall be allowed to exercise their seniority rights in lower
20 classifications in which they have seniority.

21 **9.7 Recall**

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

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

28 Employees failing to respond and return in a timely manner shall be considered as tendering

1 their resignation from the Employer's employment.

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1 **ARTICLE 10: SENIORITY**

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

4 a) Seniority shall be defined as the length of continuous service with the Employer from the
5 date of hire for purposes of vacation selection.

6 b) Seniority shall be defined as the length of service within classification for purposes of
7 layoffs, recalls, and transfers.

8 c) Employees promoted from one classification to another shall retain seniority earned in the
9 classification from which he/she was promoted.

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1 **ARTICLE 11: DISCIPLINARY ACTION**

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

6 All discipline of non-probationary employees shall be subject to the Conflict Resolution
7 Procedure in Article 12, Section 12.6.

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1 **ARTICLE 12: CONFLICT RESOLUTION**

2 **12.1 General**

3 The Employer and the Union commit to address and resolve issues in a fair and responsible
4 manner at the lowest level and to use mediation and conflict resolution methods when possible. Our
5 relationship depends on mutual respect and trust built upon our ability to recognize and resolve
6 disagreements rather than avoiding them. Teach, lead, and coach and letter of concern are not part of
7 disciplinary action.

8 In order to accomplish the goals set forth in the Preamble, shop stewards, supervisors and
9 managers developed the Desired Approach and Roles of Managers, Supervisors, Shop Stewards and
10 Business Team Members for Non-Disciplinary and Disciplinary Issues. The managers, supervisors
11 and shop stewards shall review this handbook at least once during the lifetime of the contract. During
12 the duration of the contract, a Management and Union representative of the JLMC shall visit each of
13 the business teams to review this handbook.

14 **12.2 Types of Issues**

15 There is no limit to the nature or number of issues, which may be referred by employees, the
16 Employer, or the Union for Conflict Resolution Procedures A through C (12.6). The only
17 requirements are that the issue must be genuine and that the parties involved must participate directly.
18 Those issues concerning the proper application or interpretation of the Agreement shall be limited to
19 Conflict Resolution Procedure D (12.6). Issues concerning Removal from Service, Return to Service
20 or Leave of Absence for medical reasons will be handled under Article 13 of this Agreement, Medical
21 Arbitration.

22 **12.3 Time Limits**

23 The purpose of time limits within the Conflict Resolution Procedure (12.6) is to set general
24 guidelines and to ensure that neither party to a dispute becomes frustrated by undue delay. Time
25 limits are flexible and may be waived; however, the party awaiting a response at any step (short of the
26 last step) may advance the issue to the next step once the time limits have expired.

27 **12.4 Resource Assistants**

28 Human Resource personnel, Union representatives, and/or stewards may participate in any

1 phase of the issue resolution procedure upon request of those involved in the dispute.

2 **12.5 Complaints of Discrimination**

3 Complaints of discrimination shall be subject to the Conflict Resolution Procedure (12.6), but
4 shall not be subject to arbitration.

5 **12.6 Procedure**

6 **A. Supervisor.** An issue will be addressed orally between the supervisor and the
7 employee involved within ten (10) workdays of the event or circumstance giving rise to the issue.

8 Neither the issue nor its resolution need be in writing.

9 Disputes resolved at this level shall be final and binding but shall not form precedent for any
10 future or other disputes arising under this Agreement or addressed by this Conflict Resolution
11 Procedure.

12 If not satisfactorily resolved within ten (10) workdays, both parties may refer the issue in a
13 jointly written statement to the Section Manager.

14 **B. Section Manager.** The Section Manager will have ten (10) workdays from receipt
15 of the issue to recommend a resolution. If the resolution of the Section Manager is unacceptable, it
16 may be referred to mediation.

17 **C. Mediation.** Mediation shall be the last step for disputes not eligible for arbitration
18 as well as the step prior to arbitration for all other disputes.

19 A mediator shall be selected in rotating order from a list mutually agreed upon by the
20 Employer and the Union. The decision of the panel shall be binding on the parties and, unless
21 specifically agreed otherwise, form a precedent with WTD for similar issues. Issues may proceed to
22 arbitration only when the mediator and one of the two parties to the dispute declare impasse.

23 **D. Arbitration.** An arbitrator shall be selected by mutual agreement of the Employer
24 and the Union. In the event mutual agreement is not reached, an arbitrator shall be selected from a
25 list provided by the Federal Mediation and Conciliation Service. The arbitrator's power shall be
26 limited to interpreting the Agreement between the Employer and the Union as it applies to the dispute
27 before the arbitrator. The Employer and the Union shall each bear the cost of its own presentation
28 and shall bear equally the fees and cost of the arbitrator.

1 ARTICLE 13: MEDICAL ARBITRATION

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

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

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

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

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

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

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

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

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1 **ARTICLE 14: UNION REPRESENTATION AND ACTIVITIES**

2 **14.1 Union Representative**

3 Union representatives may visit the work location of employees covered by this Agreement at
4 any reasonable time. They shall report to the appropriate manager/designee upon arrival at the work
5 site being visited.

6 **14.2 Shop Steward**

7 The Employer agrees to recognize employees appointed and identified by the Union as shop
8 stewards. When contract administration business is conducted during working hours, the employee is
9 responsible for clearing the time taken away from work with his/her supervisor.

10 **14.3 Bulletin Boards**

11 The Union shall be allowed use of bulletin board space to post Union notices that have been
12 signed by an officer, Union representative, or steward of the Union.

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ARTICLE 15: CLASSIFICATIONS AND RATES OF PAY**15.1 Rates of Pay**

The classifications and rates of pay for all bargaining unit employees are listed in Appendix A of this Agreement. Over time pay is excluded for the calculations of the hourly rate of pay. New classifications as developed by King County Class/Comp Project are herewith implemented.

15.2 Temporary Assignment to a Higher-Paying Classification

An employee temporarily assigned by his/her supervisor/designee to a higher-paying classification for a period for one-half (1/2) of the assigned shift shall receive a salary adjustment to the step of the higher classification/assignment that provides an increase over the employee's regular rate equivalent to at least a one-step increase in the higher classification, for actual hours worked.

For assignments of thirty (30) consecutive calendar days or more, a personnel action form (PAF) will be written and all compensated hours will be at the higher rate.

An employee assigned by his/her supervisor for on-the-job training in a higher paying classification under the direction of others, shall not be eligible for the higher rate of pay.

A regular employee who accepts an appointment to a temporary position in a different classification, or who is assigned to a temporary appointment, shall retain all rights to a regular position within his/her classification including seniority, step increases, and benefits as provided in the Labor Agreement unless specifically waived in writing, with a copy sent to the Union. If the employee is promoted to the higher classification contiguous with the temporary appointment/assignment, he/she shall accrue seniority in that classification from the first day he/she accepted the appointment or was assigned to the higher classification.

15.3 Premium Pay for Training Responsibilities

Technical Trainer or Facilities Services Trainer shall be compensated as follows:

A. In the event an employee's current hourly wage rate is less than the hourly wage rate equivalent to senior operator, the employee shall receive a wage increase to the hourly rate equivalent to senior operator. Step placement shall be determined in accordance with Section 15.2.

B. In addition to the hourly pay rate shown in A. above, employees will receive a fifty cents (\$.50) per hour premium pay for actual hours worked in this training assignment. If an

1 employee is currently receiving a shift differential in accordance with Section 15.4, the fifty cents
2 (\$.50) per hour training premium pay will replace the shift differential. However, if the employee
3 performs training duties on shifts other than day shift, the employee shall receive shift differential in
4 addition to the training premium.

5 Employees shall be eligible to receive the above compensation during the period of their
6 training assignment. Employees shall be returned to their regular job classification upon the
7 conclusion of the assignment.

8 **15.4 Shift Differential**

9 In addition to the regularly established hourly rates of pay shown in Appendix A, employees
10 whose regularly assigned work ends between 8:01 p.m. and 10:00 a.m. shall receive a shift
11 differential of eighty-three cents (\$.83) per hour for all compensated hours. Employees temporarily
12 assigned to such a shift are eligible for shift differential for actual hours worked. Employees
13 regularly assigned to operations rotating shift shall receive a premium of eighty-three cents (\$.83) per
14 hour for all compensated hours. Employees temporarily assigned to a full-rotating shift shall receive
15 the rotating shift premium.

16 **15.5 Lead/Senior Operator-In-Charge Differential**

17 Employees in the classification of Lead Industrial Maintenance Machinist, Lead
18 Instrument/Electrician Technician and Senior Operator-In-Charge or lead positions designated by the
19 JLMC shall receive a ten percent (10%) differential above the top step of the classification for which
20 they serve as Lead or In-Charge. This wage differential shall be reflected in the wage rates shown in
21 Appendix A of the Agreement.

22 **15.6 Standby Pay**

23 A. Employees assigned to standby duty with a pager during time off on their regular
24 workday shall receive two dollars (\$2.00) per hour for the actual hours assigned to standby duty.

25 B. Employees assigned to standby duty on their regular day(s) off shall receive two
26 dollars (\$2.00) per hour for the total twenty-four (24) hour period.

27 C. Employees shall receive a minimum of seven (7) calendar days notice in writing
28 prior to assignment on standby duty between April and October and a minimum of four (4) calendar

1 days notice between November and March, except when emergencies interfere with such practice.

2 D. Employees called to work while on standby shall be paid at time and one-half (1-
3 1/2) for actual time worked including the time required to travel from home to work location and
4 return. Employees called in to work while on standby shall not receive standby pay during the period
5 of time they receive time and one-half.

6 **15.7 Call-in Pay**

7 Employees not assigned to standby who are called in to work on an unscheduled basis or
8 because of an emergency, within twelve (12) hours or less of their scheduled report time, shall be
9 paid at time and one-half (1-1/2) for the actual hours worked, with a minimum of three (3) hours. If
10 subsequent call-ins fall within three (3) hours, further pay will not start until the fourth (4th)
11 unscheduled work hour. Travel time to and from the job shall be considered as working time in such
12 circumstances. Employees who have been notified more than twelve (12) hours before report time
13 that their work schedule has been changed shall not be eligible for call-in pay.

14 **15.8 Compensation for Meetings Held on Regular Day(s) Off (RDO) or When** 15 **Required to Return to Work to Attend a Meeting**

16 Employees who are scheduled to attend meetings on their regular day(s) off or who are
17 required to return to work on a work day to attend a meeting shall be compensated as follows:

18 A. If a meeting is scheduled to be held on the employee's regular day(s) off but is
19 canceled without notification and the employee reports to work to attend the meeting, the employee
20 will receive two (2) hours of overtime pay.

21 B. If the employee attends a meeting that lasts less than two (2) hours, he/she will
22 receive the minimum of two (2) hours of overtime pay.

23 C. If the length of a meeting extends beyond two (2) hours, the employee will be
24 compensated for the total actual time spent at the meeting, at the overtime pay rate.

25 **15.9 Step Increases**

26 Step increases will be awarded annually to regular and temporary full-time employees after
27 completing twelve (12) months of continuous employment for satisfactory performance. Part-time
28 employees shall be awarded step increases on an equivalent hourly basis for all compensated hours.

1 Step increases for employees in the job progression system are set forth in the job progression
2 handbook. [Additional guidelines regarding the Job Progression Program are contained in the Job
3 Progression Handbook and shall be considered as an appendix to this Agreement.]

4 **Compensation for persons filling in (relief) for an Operating Shift Supervisor:**

5 1. Group III Certification. A Senior Operator with a Group III Certification shall be
6 upgraded to the Operating Supervisor classification with pay greater than the top step for Senior
7 Operator-In-Charge. This differential recognizes that this person is assuming the full scope of
8 decision-making responsibilities and accountability for the operation of the plant.

9 2. Group II Certification. A Senior Operator with a Group II Certification shall
10 receive a premium of five percent (5%) above their current rate of pay. The Employer and the Union
11 agree that this occurs only when a designated person with at least a Group III Certification is on-call.

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1 **ARTICLE 16: HOURS OF WORK AND OVERTIME**

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2 **16.1 Hours of Work**

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

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

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

10 **16.2 Meal and Rest Periods**

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

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

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

19 **16.3 Overtime and Compensatory Time**

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

24 Paid benefit time, emergency sick leave and compensatory time will be recognized as time
25 worked for purposes of overtime calculation.

26 For the purpose of calculating overtime, an employee's workday shall be defined as beginning
27 with the first (1st) hour of their regularly assigned shift and continuing for a total of twenty-four (24)
28 consecutive hours. The workweek shall correspond to the biweekly pay period.

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

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

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

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

18 16.4 Compensation for Call-in, Call-back, and Hold-Over Overtime Assignments

19 As a result of working overtime on a call-in, call-back, or hold-over basis the preceding
20 workday/shift, employees will be compensated for time not worked due to rest. Decisions regarding
21 when an employee will work beyond his/her regular workday/shift, or whether he/she is called in or
22 called back to work shall be jointly made between the supervisor and the employee. This decision
23 will be based on business needs and safety considerations.

24 Compensation and Available Options. Employees receive one-half (1/2) hour of
25 compensatory time for overtime worked (referred to as CO) for each one (1) full hour of overtime
26 actually worked between the hours of 10:00 P.M. and 3:00 A.M., or if the total number of hours
27 worked (including their regular shift and overtime hours) exceeds fourteen (14) continuous hours (CO
28 to commence upon the 14th hour).

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2 Employees may use CO earned (from the above description) to cover hours not worked the
3 next regular work shift due to rest. The employee must be scheduled to work the following
4 workday/shift in order to be eligible to earn or use CO. CO is only available to cover hours not
5 worked the next workday/shift; it may not be used for any other reason. Employees will not be able
6 to bank, accrue, or be paid down CO hours.

7 Employees may be able to work their following entire work shift. However, this option
8 depends upon the number of overtime hours worked, the start time of their next regular workday, and
9 safety considerations.

10 Employees also have the following options available to cover hours not worked the next
11 regular work shift due to rest:

12 1. Employees may come in to work late the following workday and use accrued
13 benefit time to cover hours not worked.

14 2. Employees may come in to work late the following workday and work the same
15 number of hours they would normally work (if work is available).

16 3. Employees may use the overtime hours accrued the preceding workday "in trade"
17 for hours worked the following workday (taken as CO). Supervisors will use RH on employee's
18 timeslip in order for the employee to accrue benefit time as if they had worked their regular shift.

19 16.5 Work Schedule Changes

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

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

1 **ARTICLE 17: BENEFIT TIME**

2 **17.1 General Description**

3 The benefit program has two elements to it: one is Benefit Time (BT) and the other is
4 Extended Sick Leave (ESL). Both programs are built on a biweekly accrual rate available to the
5 employee as they are accumulated. This program recognizes the need for scheduled time away from
6 the job (vacation and holidays) for personal reasons and for occasions when the employee must be
7 away because of illness or injury. [Additional guidelines regarding the Benefit Time program are
8 contained in the Benefit Time Program Handbook and shall be considered as an appendix to the
9 Agreement.]

10 **17.2 Definitions**

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

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

18 **17.3 Principles**

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

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

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

26 **D.** Problems regarding benefit time usage will be resolved in a positive manner
27 consistent with good coaching and conflict resolution principles.

28 **E.** Success of the benefit time program will be demonstrated by information

maintained by the business teams in accordance with standards developed by each team.

17.4 Absence

Employees are expected to schedule BT as far in advance as possible to facilitate business team planning. Employees are expected to notify the Employer each day of any unscheduled absence. If the reason for unscheduled absence is for illness in excess of two (2) consecutive days, the employee shall be paid from their accrued ESL bank beginning with the third (3rd) day.

However, all BT and ESL time shall be coordinated with, and supplementary to, Workers' Compensation.

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

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

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

17.5 Benefit Time Accrual and Extended Sick Leave Accrual

Benefit Time accrual shall be as follows:

Accrual Rates			
Years of Employment	Annual	Bi-weekly	Hourly
Less than 5 years	232	8.923	0.1115
5 years but less than 8 years	256	9.846	0.1231
8 years but less than 10 years	264	10.154	0.1269
10 years but less than 16 years	296	11.385	0.1423
16 years but less than 17 years	304	11.692	0.1462
17 years but less than 18 years	312	12.000	0.1500
18 years but less than 19 years	320	12.308	0.1538
19 years but less than 20 years	328	12.615	0.1577

Accrual Rates			
Years of Employment	Annual	Bi-weekly	Hourly
20 years but less than 21 years	336	12.923	0.1615
21 years but less than 22 years	344	13.231	0.1654
22 years but less than 23 years	352	13.538	0.1692
23 years but less than 24 years	360	13.846	0.1731
24 years but less than 25 years	368	14.154	0.1769
More than 25 years of service	376	14.462	0.1808

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

17.6 Benefit Time Accumulation and Extended Sick Leave Accumulation

The maximum accumulated carryover of Benefit Time from the pay period ending before April 1st of one calendar year to the next shall be five hundred and sixty (560) hours. Employees with hours in excess of the maximum accumulation at that time shall have the option to convert the excess hours to cash and/or transfer the excess hours not converted to cash to the Retiree Medical Account, as referenced in Section 17.7. Excess hours will automatically be transferred to the employee's retiree medical account in the event the employee does not elect the cash-out option.

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

17.7 Retiree Medical Plan

The Employer and the Union agree to jointly establish a Retiree Medical Plan similar to the base plan offered active employees. The cost of this coverage shall be borne by those retirees electing to receive the coverage. January 1 of each year, employees may elect to transfer up to ten percent (10%) of their ESL bank of hours to the Retiree Medical Account. ESL time shall be transferred to the Retiree Medical Account at thirty-five percent (35%) of its value as Extended Sick Leave time. [Additional guidelines regarding the Benefit Time program are contained in the Handbook and shall be considered as an appendix to the Agreement.]

Employees may set aside BT time while employed by the Employer for purposes of creating

1 the individual account necessary to pay for the Retiree Medical Plan after they have retired. Transfer
2 of BT to the RMA will be limited to 10% of total BT as of the end of the pay period nearest April 1,
3 or down to 480 hours, whichever is greater. Persons having less than 533 hours could transfer 10%,
4 which would result in a final total of less than 480 hours. BT time transferred to the RMA shall be
5 credited to the contributing individual employee's personal account at the hourly rate in effect for the
6 employee at the time of transfer and shall be subject to appropriate tax withholding. [Additional
7 guidelines regarding the Retiree Medical Account Program are contained in the Handbook and shall
8 be considered as an appendix to the Agreement.]

9 The Retiree Medical Fund shall be independent of any other the Employer funds and shall
10 accrue interest equivalent to the rate of interest paid by twelve-month U.S. Treasury Bills, adjusted
11 annually. Interest shall accrue proportionate to an employee's share of the total fund.

12 **17.8 Donation of Benefit Time (BT), Extended Sick Leave (ESL) and/or**
13 **Compensatory Time (CT)**

14 Employees will be allowed to donate their accrued BT, ESL and/or compensatory time to
15 other employees who are unable to work due to personal circumstances, e.g., illness, injury or
16 personal emergency. There is no limit to the amount of accrued BT, ESL and/or CT that can be
17 donated. Hours must be donated in one-hour increments.

18 This donation of BT, ESL and/or CT will only be permitted in those situations where the
19 employee to whom the hours are being donated, has or will shortly be exhausting his/her BT, CT, and
20 in cases of illness or injury the ESL account. Donation of ESL shall be in accordance with the
21 provisions in the BT Handbook in conformance with King County policy and procedures. This shall
22 be confirmed with Payroll prior to the commencement of donations by other employees.

23 No donation will be permitted in situations where the employee is on industrial injury status
24 and is receiving workers' compensation benefits.

25 Requests for donation will be considered on a case-by-case basis and will be coordinated by
26 the Union shop stewards. The amount of benefit time and/or compensatory time donated shall be
27 based upon the anticipated length of time the employee will be absent from work, as supported by
28 available documentation from the employee's physician.

1 Employees wishing to donate hours to another represented employee must complete a
2 donation form and submit it to his/her section manager. The manager will approve the form based
3 upon the above criteria and forward it to the Payroll Section.

4 Once the hours have been donated by an employee, they become the property of the employee
5 to whom they are being donated.

6 Upon receipt of the donation request, Payroll will process the request, and the hours will be
7 transferred to the employees benefit time account in the next regular payroll cycle.

8 **17.9 Cashout**

9 An employee, upon termination with the Employer, shall be paid for up to
10 four-hundred-eighty (480) hours of accrued Benefit Time (BT). All BT in excess of four hundred and
11 eighty (480) hours shall be transferred to the employee's Retiree Medical Account.

12 Employees shall be paid thirty-five percent (35%) of all Extended Sick Leave accrued if
13 termination results from retirement or death.

14 **17.10 Benefit Forfeiture**

15 An employee terminating employment prior to the completion of six (6) months of
16 employment shall forfeit sixty percent (60%) of all accrued Benefit Time (BT). Employees who are
17 discharged for just cause or who resign without giving two (2) weeks notice shall forfeit one-third
18 (1/3) of their accrued BT for that calendar year.

19 **17.11 Holidays**

20 All work performed on the following holidays shall be paid at the rate of one and one-half (1-
21 1/2) times the employee's hourly rate of pay for all hours worked:

- 22 • New Year's Day
- 23 • Martin Luther King's Birthday
- 24 • Washington's Birthday (also known as President's Day)
- 25 • Memorial Day
- 26 • Independence Day
- 27 • Labor Day
- 28 • Veterans Day

- 1 • Thanksgiving Day
- 2 • Day after Thanksgiving Day
- 3 • Christmas Day
- 4 • Day before or after Christmas Day (as scheduling requires for non-shift workers; shift
- 5 workers will observe the day before Christmas as the holiday)

6 **17.12 Holiday Shift Changes**

7 Work schedule changes during holiday workweeks shall be made at least fourteen (14) days
8 prior to the holiday, or when a holiday work schedule is set by a business team.

9 The decision to modify an employee's work schedule during a holiday workweek shall be
10 made by the employee's supervisor and business team(s) based upon the business need. Individual
11 employees may not modify their work schedule without prior approval of their supervisor and/or
12 business team(s).

13 **17.13 Vacation Scheduling**

14 Vacation requests submitted prior to April 1st of each year shall be assigned in order of
15 seniority. Seniority shall be defined as the length of continuous service with the Employer from date
16 of hire for purposes of vacation selection. Vacation requests submitted on or after April 1st each year
17 shall be given preference in the order received.

1 **ARTICLE 18: GAINSHARING**

2 **18.1 Goals and Parameters**

3 **The goals of the gainsharing program are as follows:**

- 4 • Achieve savings for the sewer ratepayers.
- 5 • Maintain high standards of plant operation, maintenance, safety, and quality.
- 6 • Encourage teamwork.
- 7 • Encourage employee involvement in and ownership of the business.
- 8 • Provide financial incentive for employees.

9 **The parameters of the gainsharing program are as follows:**

- 10 • All permit requirements (NPDES, PSAPCA, etc.) will be met.
- 11 • Safety issues won't be compromised.
- 12 • All regulations (OSHA, fire departments, etc.) will be complied with.
- 13 • The labor agreement will be followed.
- 14 • Other Employer rules will be followed.
- 15 • The number of combined sewer overflows won't increase as a result of
- 16 decisions made in the gainsharing program.
- 17 • EEO/diversity objectives will be met.
- 18 • The rate model and budget will be met.
- 19 • System reliability and redundancy will be maintained.
- 20 • Cleanliness of facilities and the good neighbor policy will continue.
- 21 • Sufficient staff for the plant expansion will be hired.
- 22 • Other groups in the agency won't shelter budgets.

23 [Additional guidelines regarding the gainsharing program are contained in the Gainsharing
24 Program Handbook and shall be considered as an appendix to the Agreement.]

25 **18.2 Administration**

26 The Gainsharing Oversight Committee is responsible for overseeing the Gainsharing
27 Program. The committee consists of at least two represented employees, two management
28 representatives, and two non-represented employees. The management representatives will be

1 selected by the WTD Director. Interested non-representatives will submit a letter of interest to the
2 JLMC and the selected management representatives, who will then make selections.

3 18.3 Savings Distribution

4 Gainsharing payouts will be on an annual basis. An evaluation will be conducted to measure
5 performance against the established baseline. Performance will be measured in terms of dollar cost.
6 Any savings achieved as compared to the baseline budget will be distributed as follows:

7 1. Fifty percent (50%) of the savings of the most recent measured year will be
8 designated for distribution to employees and fifty (50%) will be retained by KING COUNTY WTD.

9 2. Permanent savings from past years gains will generate an on-going productivity
10 payment to be calculated annually by the Gainsharing Oversight Committee. The distribution
11 formula will be the same as in the annual gainsharing payment. (Except as in #3. Below.)

12 3. The permanent savings distribution, beginning in 1998, shall be paid in part by
13 increasing wage rates by fifty cents (50¢) per hour effective November 1, 1997. After reducing the
14 permanent savings distribution by the cost of the fifty cents (50¢) wage increase, the remaining
15 savings shall be distributed the same as the annual gainsharing payment.

16 18.4 Annual Re-evaluation

17 The gainsharing program will be evaluated at least annually by the Employer and the Union to
18 determine what improvements can be made to enhance its effectiveness. Changes will be made as
19 necessary.

20 The Employer and the Union will jointly prepare an annual report to the Manager of WTD on
21 the results of the program.

1 **ARTICLE 19: JOB PROGRESSION**

2 The Employer and the Union agree to maintain a job progression system that will allow
3 employees to move through the progression dependent on their contribution to the business.

4 The Employer and the Union recognize that the job progression system is a good investment.
5 The benefits to employees and the organization include the following:

- 6 • Increase efficiency and effectiveness in plant operations and maintenance
- 7 • Promotes a productive, high quality work environment
- 8 • Provides employees with maximum career growth opportunities,
9 including movement in different job progression series.

10 The Employer and the Union recognize that this effort is beneficial for both parties. The
11 process will cause major changes in the workplace. The parties recognize that the change will require
12 a long-term commitment of both The Employer and the Union. [Additional guidelines regarding the
13 Job Progression Program are contained in the Job Progression Program Handbook and shall be
14 considered as an appendix to the Agreement. This handbook shall be reviewed annually by the JPOC
15 and recommend any refinements and/or modifications to the JLMC.]

16 **19.1 System Maintenance**

17 The Employer and the Union agree to maintain the job progression program. The program
18 shall be collaboratively administered by a Job Progression Oversight Committee (JPOC) composed of
19 both labor and management representatives. The JPOC shall make regular reports to the Joint Labor
20 Management Committee and operate under their direction.

21 The wage structure for job progression in the Job Progression Handbook reflects a
22 collaborative agreement between the Employer and the Union. The wage structure shall be modified
23 to incorporate cost of living adjustments as described in Appendix A.

24 Step increases will continue for those employees in classifications not included in job
25 progression until they reach the top of their classification pay range. Those employees may elect to
26 move into job progression using the process outlined in the Job Progression Handbook.

1 **ARTICLE 20: BENEFITS**

2 **20.1 Benefit Plan Administration**

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

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

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

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

17 **20.2 Eligibility**

18 Regular full-time employees and their dependents and regular part-time employees who are
19 scheduled to work an average of twenty (20) hours per week in a biweekly pay period are eligible for
20 medical and dental coverage upon the first (1st) of the month following thirty (30) continuous days of
21 service.

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

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

1 receive benefits. However, in the event an employee's appointment is extended beyond one hundred
2 eighty (180) continuous days, the employee shall be eligible to receive medical, dental, and vision
3 coverage effective upon the first of the month following one hundred eighty (180) continuous days of
4 service. [Additional guidelines regarding benefits including life insurance are contained in the
5 Benefit Handbook and shall be considered as an appendix to the Agreement.]

6 20.3 Retirement

7 Bargaining unit employees are currently covered by either the Public Employees Retirement
8 System or by the City of Seattle Retirement System. All terms, conditions, and benefits shall be
9 pursuant to the laws, ordinances, and rules and regulations governing these retirement systems.

10 20.4 Workers' Compensation

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

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

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

24 D. While on workers' compensation, the employee must do the following:

- 25 1. Notify the Employer's Workers' Compensation Office if unavailable for
26 more than twenty-four (24) hours during a regular workweek, from Monday through Friday.
- 27 2. Inform the Employer's Workers' Compensation Office, in writing, of other
28 employment or compensation received while being paid workers' compensation.

1 3. Respond or be available for medical treatment, medical examination,
2 vocational rehabilitation, consultation, or services. If records indicate two (2) "no shows" for
3 scheduled medical or vocational services, the Employer may request suspension of benefits.

4 4. Accept alternative work when authorized by the employee's physician as
5 being able to do so.

6 5. Maintain eligibility for workers' compensation under state regulations.

7 6. Attend all meetings and independent medical examinations scheduled by
8 the workers' compensation staff or the employee's division concerning the employee's status or claim
9 when properly notified at least twenty-four (24) hours in advance of such meeting or examination
10 unless other medical treatment is scheduled on the same date which conflicts with the Employer's
11 scheduling.

12 E. Employees will be provided a copy of the rules in this section when they file a
13 claim for workers' compensation.

14 **20.5 Sick Child Care Benefit Program**

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

19 **20.6 'Home Free' Guarantee**

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

1 **ARTICLE 21: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

2 **21.1 Leaves of Absence With Pay**

3 A. Bereavement Leave. In the event of death of a close relative or person with whom
4 the employee had a close relationship, an employee will be granted two (2) days off with pay to
5 attend the funeral. An additional day off will be granted when total travel to attend the funeral is two
6 hundred (200) miles or more. A maximum of three (3) days Extended Sick Leave may be used with
7 approval of the employee's supervisor.

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

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

21 **21.2 Leaves of Absence Without Pay**

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

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Type of Leave	Time
Family leave Maternity, paternity, adoption	Six (6) months
Medical leave	As certified by a physician
Military leave Active duty	Five (5) years
Union business (as an officer or employee of the union)	As required

21.3 Return from Leave of Absence

Employees wanting to return from a medical leave of absence, or who need to extend the leave of absence beyond the original return date, may be required to be examined by a physician of the Employer's choice at the Employer's cost to determine the employee's right to either a continuing leave or work status. Disputes concerning medical leaves are subject to the special medical arbitration process agreed upon by the Employer and the Union, as shown in Article 13.

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

1 **ARTICLE 22: SAFETY STANDARDS**

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

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

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1 **ARTICLE 23: SPECIAL CONDITIONS**

2 **23.1 License and Tuition Reimbursement**

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

5 **23.2 Job Descriptions**

6 A joint task force of Management and Union shall review, change, and/or develop new job
7 descriptions for the classifications listed in Appendix A of this Agreement. Job descriptions shall be
8 reviewed, and changed where necessary, every two (2) years.

9 **23.3 Vehicle Usage Reimbursement**

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

12 **23.4 Personnel Files**

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

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

19 **23.5 Performance Evaluation/Development Review**

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

23 The Employer and the Union will continue the task force to develop the performance
24 evaluation/development system to be used. The Employer will provide training on the appropriate
25 use of the performance evaluation/development review process.

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

1 An employee may appeal the evaluation to the Section Manager if he/she disagrees with the
2 ratings.

3 23.6 Legal Counsel

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

9 23.7 Drug and Alcohol Testing Policy

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

- 13 1. All bargaining unit employees subject to this policy will be included in a single
14 random testing pool of County employees.
- 15 2. The Union will be provided with a copy of the form(s) prepared indicating the
16 grounds for requiring an employee to submit to a reasonable suspicion test within 24 hours of testing
17 or as soon as possible thereafter.
- 18 3. When available, a second supervisor will observe a reasonable suspicion test and
19 complete related forms in accordance with the Drug and Alcohol Policy.

1 ARTICLE 24: SAVINGS CLAUSE

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

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

1 ARTICLE 25: SUBCONTRACTING

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

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

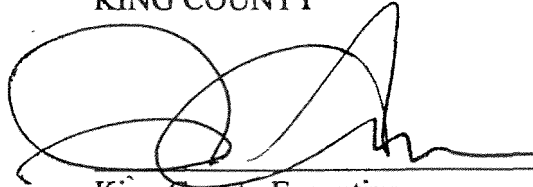
11 If, in order to secure funding for a specific project, the Employer is required to contract all or
12 part of the work to be performed due to limitations imposed by the funding agreement, such
13 contracting shall not be considered as a violation of the Agreement. In such instances, the Union
14 shall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

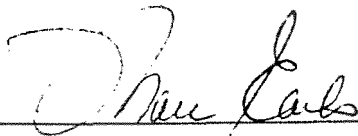
1 ARTICLE 26: TERM OF AGREEMENT

2 This Agreement shall become effective November 1, 1997, and shall remain in effect through
3 October 31, 2000.

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6 APPROVED this 1 day of May, 1998.

7
8 KING COUNTY

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10 _____
11 King County Executive

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13 _____
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15 Marc Earls

16 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6
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2 COST OF LIVING ADJUSTMENTS

3 There will be six (6) cost-of-living increases payable as follows:

- 4 • March 1, 1998
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- 5 • September 1, 1998
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- 6 • March 1, 1999
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- 7 • September 1, 1999
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- 8 • March 1, 2000
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- 9 • September 1, 2000

10 The increase paid on March 1, 1998 shall be based on the six (6) month period January 1,
11 1997 to June 30, 1997. The increases paid each September 1 and March 1, thereafter shall be based
12 on the six (6) month period reported in the immediately preceding June and December, respectively.
13 The index used for these increases shall be the current Seattle, Urban Wage Earners and Clerical
14 Workers Index (=100).15 All cost of living increases shall be equivalent to eighty percent (80%) of the increase in the
16 index used for the measured period. The percentage increase shall be applied to each step of all
17 classifications.
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