

Coalition Labor Agreement (CLA) - Appendix for 156
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Wastewater Treatment Division, Professional & Technical and Administrative Support -
Department of Natural Resources & Parks

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ATTACHMENT 1: MOA 000U0321 GREEN WHERE WE WORK (GWWW) INITIATIVE

AGREEMENT BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 117
REPRESENTING
THE PROFESSIONAL & TECHNICAL AND ADMINISTRATIVE SUPPORT
BARGAINING UNITS IN
WASTEWATER TREATMENT DIVISION
KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS

DEFINITIONS

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

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

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.

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

Salaried Employee - An employee who occupies a position that is exempt from FLSA overtime pay requirements (also referred to as FLSA exempt employee).

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 to a forty (40) hour week.

Good Standing - An employee who leaves the County other than being terminated for cause if a regular employee or for misconduct if a temporary employee.

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

- 1 **Opening** - A vacancy the County has determined should be filled.
- 2 **Part-time Employee** - An employee normally scheduled less than forty (40) hours per week.
- 3 **Regular Employee** - A career service employee.
- 4 **Special Duty Assignment** - A temporary appointment of a regular employee to perform work
- 5 in a higher paid position.
- 6 **Temporary Employee** - Includes probationary, provisional, short-term and term-limited
- 7 employees.
- 8 **Transfer** - Movement of an employee from one position and/or job assignment to another
- 9 within the same classification or different classification with the same pay range as the former
- 10 classification.
- 11 **Vacancy** - An unfilled FTE position.

12 **PREAMBLE**

13 This Agreement is the result of good faith negotiations between King County (the County)

14 and the Teamsters Local Union No. 117 (the Union).

15 This document establishes a framework within which the County and the Union can achieve

16 our joint mission to efficiently and effectively operate and maintain the public’s wastewater treatment

17 system while providing a high quality work environment. Both parties agree that this Agreement

18 promotes and provides the flexibility and openness needed to further the goals of improving the work

19 environment, promoting safety and wellness, and productivity initiatives.

20 This Agreement was written through a collaborative process that allowed the County and the

21 Union to communicate openly to produce a contract while building positive, ongoing relationships.

22 The Agreement was developed to accomplish the following goals:

- 23 • Develop a compensation and benefit package that is the best in the wastewater treatment
- 24 industry, and which will attract and retain outstanding employees.
- 25 • Create an Agreement that generates gains in efficiency and effectiveness, is economically
- 26 feasible, and is justifiable to the Council, the ratepayer, and the public.
- 27 • Write an Agreement that is clear and easily understood.
- 28 • Develop an Agreement consistent with a supportive, productive, challenging, high-quality

1 work environment in which all employees are treated with dignity and respect and are valued for their
2 individual and team contributions.

3 • Collaborate to produce an excellent Agreement while building an ongoing
4 labor/management relationship based on open communications, mutual trust, and respect.

5 • Include a process in the Agreement by which mutually beneficial changes can take place.

6 **ARTICLE 1: UNION RECOGNITION, REPRESENTATION, SHOP STEWARDS**

7 See also CLA Article 23 and 37.

8 **1.1 Union Recognition**

9 The County recognizes the Union, as the sole and exclusive bargaining representative of all
10 full-time and part-time employees in accordance with the PERC certification and voluntary accretion
11 agreements between the parties whose job classifications are listed in the attached Addendums A, B,
12 C, D and E.

13 A. Upon request, the County will provide the Union with a current list of all
14 employees in the bargaining unit. Such list will indicate the employees’ names, section and/or unit,
15 employment status, job classification, and date of hire into their current classification.

16 B. The County will notify the Union of all new hires, and will notify the Union
17 whenever an employee is moved into or out of a bargaining unit position. The notification will
18 include the employee’s name, section and/or unit, employment status, job classification, date of hire
19 and effective date of the personnel action.

20 **1.2 Shop Stewards, Union Activities and Representation**

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

24 B. The Union will provide the Division Human Resource Manager and the Labor
25 Negotiator with the names of Shop Stewards. When contract administration business is conducted
26 during working hours, the Shop Steward is responsible for clearing the time taken away from work
27 with their manager or supervisor.

28 **1.3 Payroll Deduction for Political Contributions - Democratic, Republican, Independent**

1 Voter Education (D.R.I.V.E.). The County agrees to deduct voluntary contributions from the
2 paycheck of all employees covered by this Agreement in accordance with the following:

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

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

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

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

16 **ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT**

17 The CLA shall apply to the individual bargaining unit’s employees as follows: The Preamble
18 in its entirety, all Superseding provisions, and non-superseding provisions of the CLA.

19 However, employees under Addendum D are eligible for vacation, sick and holiday leaves in
20 accordance with the CLA. Employees under Addenda A, B, and C are eligible for Benefit Time as
21 set forth in this Agreement.

22 **ARTICLE 3: NON-DISCRIMINATION**

23 3.1 All employees share the responsibility of maintaining a work environment that is
24 supportive of equal employment opportunity. Employees, and members of the public alike, will be
25 treated fairly and with dignity and respect.

26 **ARTICLE 4: NO STRIKES OR LOCKOUTS**

27 During the term of this Agreement, neither the Union nor the employees covered by this
28 Agreement shall cause, engage in, sanction, or in any way encourage employees covered by this

1 bargaining unit to slowdown or strike. The County shall not institute any lockout of its employees
2 during the life of this Agreement.

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

4 **5.1** The County shall have exclusive authority and responsibility to administer all matters that
5 are not covered by this Agreement.

6 **5.2 Management Rights - Enumerated**

7 The management of the County and the direction of the work force is vested exclusively in
8 the County, except as may be limited by the express written terms of this Agreement. All matters,
9 including but not limited to, the right to hire, appoint, promote, demote, transfer, layoff, discipline
10 and discharge temporary employees, and discipline and discharge regular employees for cause; train,
11 assign and direct the work force; improve efficiency; develop work rules, policies and procedures;
12 develop and modify classification specifications, allocate positions to those classifications, allocate
13 employees to those positions; determine work schedules, determine location of facilities and assign
14 employees to those locations; appraise employee performance; contract out work; determine wage
15 rates and wage schedules, place employees on the wage schedules and wage rates, and determine the
16 methods employees move through wage schedules and wage rates; determine methods, processes and
17 means for providing services; may be administered for its duration by the County in accordance with
18 such policy or procedures as from time to time may be determined and take whatever actions are
19 necessary in emergencies as determined by the County.

20 **5.3 Payroll System**

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

25 **ARTICLE 6: TYPES OF EMPLOYEES AND PROBATIONARY PERIOD**

26 **6.1 General**

27 Employees covered by this Agreement may be either full-time or part-time. The County shall
28 staff positions as full-time where possible, recognizing that legitimate work requirements or

1 employee needs may require the employment of part-time or term-limited, short-term or provisional
2 temporary employees, or employees working special duty.

3 **6.2 Probationary Period**

4 The first six (6) months of employment in a regular position shall be a probationary period for
5 all employees hired into a regular position. During this period a probationary employee may be
6 terminated or have their probationary period extended without recourse to the Dispute Resolution
7 Procedure under CLA Article 26. If the probation period is to be extended, written notice of the
8 extension must be given to the employee and the Union and should be provided prior to the end of the
9 probationary period.

10 **6.3 Trial Service Period**

11 All regular employees promoted or transferred to a different classification within the
12 bargaining unit(s) shall serve a six (6) month trial service period. An employee who does not
13 successfully complete the trial service period in a position to which the employee had been promoted
14 or transferred may be restored to their former position. Such restoration is not mandatory, but is
15 optional at the discretion of the former appointing authority provided the position is open and
16 available.

17 **ARTICLE 7: PERSONNEL ACTIONS**

18 **7.1 Competitive Recruitments – See also CLA Article 18.**

19 **A.** For all competitive recruitments to regular positions, selection criteria will be
20 established in advance by the appointing authority. A panel that includes at least one bargaining unit
21 representative will interview and evaluate candidates, and make recommendations to the appointing
22 authority. The same selection criteria shall apply to internal and external candidates.

23 **B. Internal candidates.** Internal candidates refers to employees covered by this
24 Agreement. Employees who are not represented under this Agreement who are filling a Local 117
25 position on an acting basis are not internal candidates for the purpose of this Section.

26 **C. Transfers within the same job classification.** Openings for vacancies shall be
27 posted for a minimum of fourteen (14) days for regular bargaining unit members who are in the same
28 classification and wish to be considered for transfer. The selection panel shall grant internal

1 transfers, from members of the bargaining unit who possess the necessary qualifications, skill, and
2 ability to perform the work, prior to considering other candidates. Seniority shall be used as a tie
3 breaker among qualified internal applicants. If there are no qualified transfer candidates, the position
4 will be open to competitive internal and external candidates, pursuant to CLA Article 18.

5 **D.** The County may post for internal and external applicants simultaneously.

6 **7.2 Layoffs of Regular Employees**

7 **A.** In the event of a need for a reduction in force, the County will meet with the Union
8 as far in advance as possible, a minimum of six (6) weeks, to identify the reasons requiring the
9 reduction and the number and classifications of employees affected.

10 **B.** The County and the Union agree that these affected regular employees shall be
11 given preference for non-promotional job openings within the bargaining units for which they meet
12 the minimum qualifications. If layoffs are required, the least senior employee(s) in the affected
13 classification in the bargaining unit shall be laid off provided that those employees remaining on the
14 job are qualified to perform the work assigned.

15 **C.** Regular employees subject to layoff shall be allowed to exercise seniority rights as
16 defined in Article 8.2 to displace the least senior employee in another bargaining unit classification,
17 provided the employee has completed a probationary period in the classification, and has more
18 seniority than the least senior employee in the classification.

19 **7.3 Outplacement**

20 The County will make available its employee outreach services for employees who have been
21 notified of their impending layoff through the County's employment resource center.

22 **7.4 Recall**

23 **A.** Regular employees laid off shall be eligible for recall for two (2) years from date
24 of layoff. Employees shall be recalled to the affected classifications in the order of seniority (the
25 most senior being recalled first) provided that those recalled are qualified to perform the work
26 assigned.

27 **B.** To be eligible for recall, a laid-off employee must keep the County informed of
28 their current address and phone number. The County shall notify laid-off workers of recall by

1 certified letter. When offered re-employment from layoff, the employee must indicate acceptance
2 and report for work within thirty (30) days unless unusual circumstances prohibit return within that
3 time period.

4 C. Employees failing to respond and return in accordance with the requirements of
5 this section shall be considered to have waived their recall rights.

6 **ARTICLE 8: SENIORITY**

7 8.1 All regular employees shall accrue seniority from the date of hire. All temporary
8 employees subsequently hired into a regular position without a break in service and who complete the
9 probationary period shall be credited with seniority retroactive to date of hire as a temporary
10 employee.

11 8.2 Seniority for layoff and recall shall be defined as the length of continuous service with
12 the County including time served under the former Metro.

13 8.3 Seniority for purposes of transfers and all other purposes under the Agreement that refer
14 to classification seniority shall be defined as the length of continuous service within the classification.

15 **ARTICLE 9: PERFORMANCE APPRAISALS AND PERFORMANCE IMPROVEMENT**
16 **PLAN**

17 See also CLA Article 27.

18 9.1 **Performance Appraisals** The County shall maintain a system of employee performance
19 evaluations/development reviews designed to give a fair evaluation of the work performed by the
20 employee and to guide the professional development of the employee to meet business and individual
21 needs.

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

25 B. An employee may appeal the evaluation to the next level of supervision above the
26 person who did the evaluation, if the employee disagrees with the ratings.

27 C. Each regular employee will receive an annual performance evaluation between
28 September 15th and October 15th of each year.

1 **9.2 Performance Improvement Plan (PIP)** When a regular employee’s supervisor believes
2 the employee’s performance is unsatisfactory, the supervisor will document the specific performance
3 deficiencies with a written performance appraisal.

4 A. Upon receipt of an unsatisfactory performance appraisal and, if requested, the
5 completion of a higher level review which confirms the unsatisfactory performance appraisal, the
6 employee may be placed on a PIP. The PIP will be reviewed by WTD Human Resources and will
7 include the following:

- 8 • Opportunity for the employee to be involved in the development of the PIP
- 9 • Description of the employee’s specific performance deficiencies
- 10 • Specific performance objectives
- 11 • Listing of resources available to the employee, as appropriate
- 12 • Specified duration (up to 12 months) that provides sufficient time for the employee
13 to make the required improvements
- 14 • Regular review of the employee’s performance with written evaluation to the
15 employee indicating their progress in meeting the specific performance objectives.

16 B. The act of placing an employee on a PIP is not a grievable action.

17 C. While on a PIP, an employee will not receive any scheduled salary step increase.

18 If the employee successfully completes the PIP, the employee will then receive the delayed salary
19 step increase the first pay-period following successful completion of the PIP. The employee will not
20 be paid retroactive step increase for the period the step increase was delayed. Delayed receipt of a
21 salary step increase will not impact future scheduled salary step increases.

22 D. When an employee is unable to satisfactorily perform the specific performance
23 objectives of their PIP, the supervisor may extend the period of the PIP (but not to exceed the twelve
24 12 month maximum) if the supervisor determines that the employee may be able to make the required
25 improvements if given more time.

26 **ARTICLE 10: DISPUTE RESOLUTION PROCEDURES**

27 See also CLA Article 26.

28 **10.1.** Offers to settle and aspects of settlement discussions will not be used as evidence or

1 referred to if a grievance processed under the CLA grievance procedure article is not resolved by
2 such settlement discussions.

3 **ARTICLE 11: CLASSIFICATIONS AND RATES OF PAY**

4 **11.1** The classifications and rates of pay for all employees in the bargaining units are listed in
5 Addendums A, B, C, D, and E of this Agreement.

6 **11.2** The General Wage Increase provisions are described in CLA Article 29.

7 **11.3** Regular employees shall progress two (2) steps annually on November 1 until reaching
8 the top step of their salary range. New employees shall be placed at Step 2 of their range and shall
9 progress two (2) steps annually on November 1, until they reach the top step of their range, provided
10 they have completed probation or trial service period by November 1. The County may hire an
11 employee above Step 2 in accordance with 3.15.120 of the King County Code.

12 Increases for term-limited temporary are in accordance with the King County Contingent
13 Worker Manual, as amended. Short-term temporary employees are not eligible for step increases.

14 Regular employees who are at Step 10 and receive the highest rating on their performance
15 appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of two point five
16 percent (2.5%), or five percent (5%), above Step 10. This must be re-earned each year.

17 WTD is committed to providing transparency in the process that is used to determine whether
18 employees are eligible for MOT, at either the 2.5% or the 5% level.

19 The first 2.5% is awarded based on an overall “Outstanding” rating on employees’ annual
20 performance evaluation for two consecutive years.

21 Eligibility for MOT at the 5% level is intended for employees who demonstrate they go well
22 beyond their ongoing work program(s). This level of work could be considered unsustainable year
23 after year. In some cases, these employees may have to step up to meet the demand when the
24 situation is presented and there is no ability to plan for the new or additional workload. These
25 employees accomplish the new body of work while still maintaining and excelling at their ongoing
26 work. The 5% reward should be considered a way to distinguish those efforts from the employees
27 who excel at their work year after year, but were not tasked with an additional large body of work or
28 particularly challenging situation during the year.

1 As part of the annual performance evaluation process, employees are encouraged to enter into
2 a discussion with their immediate supervisor or manager to discuss their work accomplishments and
3 the MOT award that they believe would be supportable under the criteria above. The employees’
4 supervisor or manager will provide written feedback to employees that includes whether a
5 recommendation of MOT will be made and at what level.

6 **11.4 Meetings.** Hourly employees who are scheduled to attend meetings on their regular
7 day(s) off or who are required to return to work on a work day to attend a meeting shall be
8 compensated for the greater of two hours or the actual meeting time at the overtime rate as defined in
9 Article 12.5 of this Appendix.

10 **ARTICLE 12: HOURS OF WORK AND OVERTIME**

11 **12.1** Some employees covered by this bargaining unit are employed in a bona fide executive,
12 administrative or professional capacity and are in turn exempt from overtime payments under the
13 Federal Fair Labor Standards Act (FLSA) and are expected to work the hours necessary to
14 satisfactorily perform their jobs.

15 **12.2 Hours of Work**

16 **A.** Regular work shifts are eight hours per day for five consecutive days per week, or
17 ten hours per day for four consecutive days per week.

18 **B.** Other innovative work schedules mutually agreed upon by the County and the
19 Union may be utilized.

20 **12.3** The following provisions of this Article apply only to hourly employees in positions
21 covered by the overtime requirements of the Fair Labor Standards Act (FLSA).

22 **12.4 Meal and Rest Periods**

23 **A.** 30 minute meal periods will be provided on the employee’s time during each shift
24 or workday. Except in emergencies, employees will not be required to respond to work needs during
25 the unpaid meal period.

26 **B.** 15 minute paid rest periods will be provided approximately midway through each
27 one-half (1/2) shift.

28 **C.** Employees will not be required to work longer than 3 hours without a rest or meal

1 period except in emergencies. Hourly employees who are directed or required to miss breaks or
2 lunches shall be compensated for such time in accordance with this Agreement and applicable law.

3 **12.5 Contractual Overtime**

4 **Contractual daily overtime** shall be paid to employees who work more than their regularly
5 scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime Rate in
6 effect at the time the overtime work is performed.

7 **Contractual weekly overtime** shall be paid to employees for all hours worked in excess of 40
8 hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work
9 is performed.

10 The Contractual Overtime Rate for each overtime hour worked shall be one and one-half
11 times the combined amount of the employee's hourly base rate of pay and any applicable pay
12 premiums in effect at the time the OT is worked (known as "time and one half"). If the Fair Labor
13 Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee
14 shall be paid the higher rate of pay pursuant to the FLSA.

15 A. Employees required to work more than their regular workday or workweek will be
16 paid either overtime for such additional hours at 1-1/2 times the employee's base hourly rate of pay
17 or compensatory time, if compensatory time is approved by their supervisor, at the rate of 1-1/2 times
18 the amount of overtime hours actually worked, inclusive of any premiums in effect at the time.

19 B. Paid benefit time, sick leave and compensatory time shall not be counted as time
20 worked for purposes of overtime calculation. The County will provide the Union with at least thirty
21 (30) days notice of any change in the workweek or payroll week for employees covered by this
22 Agreement.

23 C. For the purpose of calculating overtime, an employee's workday shall be defined
24 as beginning with the first hour of their regularly assigned shift and continuing for a total of 24
25 consecutive hours. The workweek shall consist of seven consecutive 24 hour periods as defined by
26 the County.

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

1 E. Employees working two consecutive hours of unscheduled overtime immediately
2 following the employee’s regularly scheduled workday shall be eligible to receive a meal expense
3 reimbursement. For purposes of this provision, “unscheduled overtime” is overtime about which the
4 employee is notified on the day in question.

5 **12.6 Compensatory Time**

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

12 B. Compensatory time must be used during the calendar year in which it is accrued
13 unless this is not feasible due to work demands. The employee may then request, and the department
14 director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.

15 C. Employees will be paid in the pay period that includes December 31 for all
16 accrued compensatory time not carried over into the following year.

17 D. Compensatory hours that have been carried over must be used within the first
18 quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

19 E. **Overtime/Compensatory Time Option.** The supervisor and the employee shall
20 determine which form of compensation will be provided. The employee’s preference for either
21 overtime pay or compensatory time or a combination thereof will be considered. However, business
22 needs may prevent the employee from earning compensatory time in lieu of overtime pay. This
23 selection shall be made prior to the employee submitting their time sheet for the pay period in which
24 the overtime was worked. Employees’ requests to use compensatory time earned may be denied if
25 such leave would unduly disrupt the County’s business operations.

26 **12.7** Fourteen (14) calendar days notice will be given an employee prior to implementing an
27 involuntary change in the employee’s regular schedule, except in cases of emergency.

28 **12.8** The County may not change an employee’s regular schedule for the purpose of avoiding

1 the payment of overtime.

2 **ARTICLE 13: BENEFIT TIME AND SICK LEAVE**

3 **13.1 General Description**

4 The benefit program has two elements to it: one is Benefit Time (BT) and the other is Sick
5 Leave (SL). Both programs are for comprehensive benefit eligible employees and built on the
6 accrual rate table set forth in Section 13.5. This program recognizes the need for scheduled time
7 away from the job (vacation and holidays) for personal reasons and for occasions when the employee
8 must be away because of illness or injury. Benefit Time is administered with the understanding that:
9 a) BT is intended to constitute wage replacement when an employee is on leave, and b) because
10 business needs may constrain employees' ability to utilize leave, the Agreement provides for a yearly
11 cash conversion . BT shall not apply to employees in classifications listed under Addendum D.

12 **13.2 Definitions**

13 **A.** All BT and SL time is based on a 2080 hour year. BT is the bank of time accrued
14 for use during scheduled paid time off, including holidays, and unscheduled paid time off (excluding
15 bereavement leave and jury duty) once SL is exhausted.

16 **B.** SL is the bank of time accrued for use during all paid nonscheduled illness and
17 pre-scheduled sick leave for employees and to care for their eligible family members (as defined
18 under RCW 49.46.210(2) and KCC 3.12.220).

19 **C.** Employees may donate BT and SL to another comprehensive benefit eligible
20 employee in accordance with the CLA article regarding Donated Leave. For purposes of clarification,
21 BT donation shall be consistent with CLA vacation leave donation and SL donation shall be
22 consistent with CLA SL donation.

23 **13.3 Principles**

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

26 **B.** Operational efficiency is increased by the responsible management of the BT
27 usage. The appropriate use of BT rests with the business teams.

28 **13.4 Absence**

1 A. Employees are expected to schedule BT as far in advance as possible to facilitate
2 business team planning. Employees are expected to notify the County of any unscheduled absence in
3 accordance with established notice requirements. If the reason for unscheduled absence is for illness,
4 the employee shall be paid from their accrued SL bank. However, all BT and SL time shall be
5 coordinated with, and supplementary to, Workers' Compensation.

6 B. Non-exempt employees who become ill or who are injured while at work shall
7 apply the applicable accrued SL or BT for that portion of the shift that they are unable to complete
8 and is unpaid through Workers' Compensation. Hourly employees may use accrued SL and BT in
9 increments of 0.25 hour if approved by the supervisor.

10 C. Exempt employees use accrued BT in increments of not less than one regular work
11 day. Exempt employees who are absent for part of a work day will not be required to charge such
12 absences against any accrued leave balances nor will the employee's pay be reduced.

13 D. Employees unable to work because of any other personal emergency not related to
14 employee or eligible family member illness shall be allowed to use BT for any unworked but
15 scheduled hours.

16 E. BT and SL will be paid only to the extent that BT and SL hours have been accrued
17 by the employee in the pay period immediately preceding the absence.

18 **13.5 BT and SL Accrual**

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

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

B. Comprehensive leave eligible employees shall accrue SL benefits at the rate of 0.0269 hours for each hour in paid status excluding overtime up to a maximum of 8 hours per month. While this accrual is more generous than what is required under Washington State law, there are circumstances where an employee may receive additional SL accruals. To ensure all employees earn the correct amount of leave, payroll staff multiplies the number of hours an employee worked by 0.025 at the end of each pay period. That number is then compared to what the employee accrued under the above. The higher amount of leave is awarded to the employee. Any additional leave is awarded on the following pay advice.

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

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

1 **E. Article 13.5.D: Transition to new BT accrual chart.** The accrual chart in
2 Article 13.5.A has been updated to adopt two new holidays, Juneteenth and Indigenous Peoples
3 Day. This change will add 16 hours of BT annually. The updated BT accrual rates shall be
4 implemented retroactively to January 1, 2022. The County shall have discretion on how to
5 implement the addition of BT for 2022, provided that that the outcome is that employees receive 16
6 additional hours of BT or the appropriate pro-rated adjustment as applicable.

7 **13.6 BT and SL Accumulation**

8 For comprehensive benefits eligible employees hired on or after July 1, 2023, the maximum
9 accumulated carryover of BT from the pay period ending before April 1 of one calendar year to the
10 next shall be 320 hours and all hours in excess of 320 hours shall be forfeited. One time per year,
11 prior to the forfeiture of BT, Employees who have greater than 320 hours shall have the option to
12 convert up to 80 hours to cash, down to a balance of 320 hours.

13 **A.** Employees with at least four hundred and eighty (480) hours at the pay period
14 ending before April 1st shall have the option to convert BT to cash as follows. Employees in
15 classifications described in Addendum A, and who were hired on or before December 31st, 2017,
16 shall have the option to cash out up to one hundred twenty (120) hours of BT down to a balance of
17 four hundred eighty (480) hours. All other employees shall have the option to cash out up to forty
18 (40) hours of BT down to a balance of four hundred eighty (480) hours.

19 **B.** BT in excess of six hundred (600) hours for employees who can convert up to one
20 hundred twenty (120) hours of BT to cash, or in excess of five hundred twenty (520) for employees
21 who can convert up to forty (40) hours of BT to cash from the pay period ending before April 1st of
22 the calendar year shall be forfeited. Exception: an employee who exceeds their BT cap i.e., six
23 hundred (600) or five hundred twenty (520) hours, on or after April 1 as a direct result of cancellation
24 by the County of the employee's absence shall be allowed to retain the excess hours for up to six (6)
25 additional months (to the following October 1) provided the employee did not have an opportunity to
26 use the excess time before April 1.

27 Additionally, in March 2023, the cashout level for all employees will be adjusted from their current
28 cashout rates to 120 hours, for this single cashout year, provided they meet the thresholds for cashout.

1 C. There shall be no limit on the amount of SL accrued.

2 **13.7 Upon Retirement or Death**

3 Upon retirement from the County or death, an employee or their beneficiary shall be paid for
4 up to 480 hours, or 320 hours for employees hired on or after July 1, 2023, of accrued BT at 100%
5 and for all accrued SL at 35% of the employee’s base hours rate of pay. Retirement as a result of
6 length of service means an employee is eligible, applies for and begins drawing a pension from PERS
7 or the City of Seattle Retirement Plan immediately upon terminating County employment.

8 **13.8** Employees have successfully completed probation may cash-out a maximum of 480
9 hours, or 320 hours for employees hired on or after July 1, 2023, of BT time upon leaving
10 employment in good standing. Employees returning to regular service who resigned, were separated
11 for non-disciplinary medical reasons or from layoff within two years will have their SL restored.

12 **13.9 Holidays**

13 A. All work performed on the following holidays by hourly employees shall be paid
14 their hourly base rate of pay (inclusive of any applicable pay premiums in effect at the time), plus one
15 half of the employee’s hourly base rate of pay (inclusive of any applicable pay premiums in effect at
16 the time) for all hours worked as a holiday premium.

- 17 • New Year’s Day
- 18 • Martin Luther King Jr.’s Birthday
- 19 • Washington’s Birthday (also known as President’s Day)
- 20 • Memorial Day
- 21 • Juneteenth
- 22 • Independence Day
- 23 • Labor Day
- 24 • Indigenous Peoples Day
- 25 • Veteran’s Day
- 26 • Thanksgiving Day
- 27 • Day after Thanksgiving Day
- 28 • Christmas Day

1 **B.** Holidays will be on the actual day of the holiday for shift crews and on the day the
2 County observes the holiday for employees whose workdays are on Monday through Friday. Shift
3 supervisors required to work on December 24th will be paid their hourly base rate of pay (inclusive
4 of any applicable pay premiums in effect at the time), plus one half of the employee’s hourly base
5 rate of pay (inclusive of any applicable pay premiums in effect at the time).

6 **13.10 Reopener**

7 The parties agree to reopen Section 13.6 in the event that the BT maximum accrual or cash-
8 out rate(s) increases in another bargaining unit representing employees in the Wastewater Treatment
9 Division.

10 **13.11** Employees under Addendum D are eligible for vacation, sick and holiday leaves in
11 accordance with the CLA.

12 **ARTICLE 14: BENEFITS**

13 **14.1 Benefit Plan Administration** – See also CLA Article 25.

14 The administration of the employee benefit plans is the responsibility of the County. The
15 County is committed to helping employees understand the benefits to which they are entitled
16 eliminating red tape where possible, and ensuring efficient administration by the parties with which it
17 contracts. The County may make administrative changes that are necessary or desirable and will
18 notify the Union of administrative changes as they occur.

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

21 **A.** There is an established Labor/Management Insurance Committee comprised of
22 representatives from the County and the Labor Union Coalition whose function is to review, study,
23 and make recommendations relative to existing medical, dental, and life insurance programs.

24 **B.** The Union and the County agree to incorporate changes to employee insurance
25 benefits which the County may implement as a result of the agreement of the Joint Labor
26 Management Insurance Committee.

27 **14.2 Eligibility**

28 Comprehensive benefit eligible employees and their eligible dependents will receive insured

1 benefits (e.g., medical and dental) coverage from the first day of the calendar month following the
2 date of hire, or the date of hire if it is the first day of the month.

3 **14.3 Retirement**

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

7 **14.4 Pension Trust**

8 **14.4.1 Contribution.** The County will contribute \$1.00 to the Western Conference of
9 Teamsters Pension Trust (Pension Trust) on behalf of each member of the bargaining units whose
10 position is under Addendums A, B, C, and E in accordance with the parties' pension agreements.

11 **14.4.2 Wage Reduction.** In order to participate in the Pension Trust all bargaining
12 unit employees who are in classifications covered under Addendums A, B, C, and E shall have their
13 wage rate reduced by the amount of the County's contribution on the employee's behalf pursuant to
14 Section 14.4.1. The parties agree and understand that this contribution shall not be reported as part of
15 the employees' wage to the State Department of Retirement Systems or the Internal Revenue Service,
16 nor shall this contribution be part of the employees' wage for computation of overtime or any salary-
17 based premium pay.

18 **14.5 Workers' Compensation**

19 **A.** The County will maintain workers' compensation procedures and payments
20 consistent with all state laws, administrative rules, and guidelines promulgated by the state legislature
21 and Department of Labor and Industries.

22 **B.** In addition to the compensation benefits accruing to employees under state
23 industrial insurance laws, or in addition to the compensation earned for alternative work, an
24 employee may use their accrued BT and SL or vacation and sick leave to supplement the workers'
25 compensation payment. An employee will not receive compensation in excess of what the employee
26 would normally receive in net take-home pay. Any overpayment must be returned to the County.
27 Net take-home pay will be calculated based on the employee's hourly wage at the time of injury
28 times 80 hours minus mandatory deductions.

1 C. Employees who miss work due to on-the-job injuries will continue to accrue BT
2 and ESL or vacation and sick leave on straight-time hours of work lost, for a maximum of 60
3 workdays missed during each calendar year.

4 **14.6 ‘Home Free’ Guarantee**

5 Employees shall be eligible for King County’s “Home Free Guarantee” program, as offered
6 through the Employee Transportation Program.

7 **14.7 Prior Ongoing Permanent Savings**

8 In order to memorialize the gainsharing distribution for ongoing permanent savings to the
9 wastewater program achieved under the prior Collective Bargaining Agreement, a permanent
10 adjustment for past productivity gains will be added to the base hourly pay rate for all employees
11 employed in a bargaining unit position prior to November 18, 2006 and shall be adjusted for GWI in
12 accordance with the provisions of the CLA. Employees hired or promoted into bargaining unit
13 positions on or after November 18, 2006 shall be entitled to receive the wage adjustment under this
14 section if the employee is hired/promoted from a position which received the adjustment at the time
15 of the hiring/promotion. The provisions of this section will not apply to employees in classifications
16 listed under Addendums B, C, D, and E.

17 **ARTICLE 15: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

18 **15.1 Executive Leave.** Employees covered by this Agreement who are in a salaried
19 position and eligible for Executive Leave as provided in Executive policy will receive three days of
20 Executive Leave per calendar year. Executive Leave up to seven additional days per year, as
21 provided in the Executive policy, may be granted at the discretion of the County.

22 **15.2 Return from Medical Leave of Absence**

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

27 **B.** Regular employees will be re-employed in their former classification at the end of
28 the leave, provided the employee is able to perform the work. Seniority, SL or Sick Leave balance

1 earned, and BT or Vacation Leave accrual rates based upon seniority established at the time of
2 departure on leave of absence shall be restored when the employee returns to work. No seniority or
3 benefits will accrue while on a leave of absence without pay. In the case of Union business leave,
4 employees granted leave will continue to earn seniority.

5 **15.3** To the extent that the Washington State Family Care Act (RCW 49.12.295) provides a
6 greater benefit than the provisions of this Agreement, the Washington State law will apply.

7 **ARTICLE 16: SPECIAL CONDITIONS**

8 **16.1 License and Tuition Reimbursement.** Employees required to have special licenses
9 and/or required to attend seminars/outside courses of study that relate to business needs and are
10 approved in advance will be reimbursed.

11 **16.2 Professional Licenses, Designations, and Certification Pay.**

12 **A. Introduction.** To encourage professional development and to ensure the
13 employment of qualified personnel in appropriate classifications, compensation for professional
14 licenses and certifications will be provided in accordance with this Article. Such compensation shall
15 be paid to those employees who have obtained professional licenses and certifications or completed
16 further education or paid for memberships in organizations that are directly applicable to their
17 employment.

18 **B. Professional Engineer Licenses.** Employees who have one or more current
19 Washington State professional licenses in the branches of Civil, Mechanical, Electrical, Chemical,
20 Environmental, Sanitary, or Structural Engineer shall be paid fifty (\$50) dollars per month. If the
21 professional engineering license is directly applicable to their employment, they will receive an
22 additional fifty (\$50) dollars per month.

23 **C. Certifications and Professional Designations.** Within the terms of this
24 Agreement, certifications include, but are not limited to the following:

- 25 • Certified Public Accountant
- 26 • Project Management Institute Certification
- 27 • Certified Internal Auditor
- 28 • Certified Maintenance and Reliability Professional

- Chartered Financial Analyst
- Operator III or higher for Chief Process Analyst

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

D. All eligible employees who have one or more valid certifications as described above in a discipline directly applicable to their employment shall be paid an additional \$50 dollars per month per certification up to a maximum of \$100 dollars per month. Membership in an organization does not qualify an employee for compensation.

E. Employees must provide evidence of current licensure or certification to the certification pay administrator on or prior to expiration in order to avoid a lapse in payment. Membership in an organization does not qualify an employee for compensation.

F. There are no automatic renewals for certification pay. The effective date for premium pay shall be prospective from the date that the request is submitted by the employee to the WTD Certification Pay Administrator, regardless of the date certified or recertified. No retroactive payments will be made for failure to provide documentation.

G. To encourage professional development and to ensure the employment of qualified personnel in appropriate classifications, compensation for professional licenses and certifications will be provided in accordance with this Article. During the term of this Agreement, additional certifications may be added by written Memorandum of Agreement.

16.3 Vehicle Usage Reimbursement

Employees who are required and are authorized to use their own vehicles on the County’s business shall be reimbursed at the Internal Revenue Service rate or the rate established by Council, whichever is greater.

16.4 Take-Home Vehicles

Because certain classifications in the bargaining unit require specialized vehicles with specialized equipment to perform county work outside of an employee’s normally scheduled workday, employees assigned to such classifications shall be assigned County-owned vehicles with such equipment in accordance with County policy.

1 **16.5 Personnel Files**

2 The employee or their representative (if the employee so authorizes in writing) may examine
3 the employee’s personnel files, including the division personnel file.

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

6 **16.6 Legal Counsel**

7 Employees named as a defendant in a civil action arising out of the performance of the
8 employee’s duties shall be provided legal representation and indemnification in accordance with the
9 provisions of King County Code.

10 **16.7 Drug and Alcohol Testing Policy**

11 A. The parties have agreed to implement the “Prohibited Drug Use and Alcohol
12 Misuse Education and Testing Program Policy for Employees Occupying Safety-Sensitive Positions”
13 (hereinafter, “Drug and Alcohol Policy”) with the following modifications or additions:

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

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

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

22 **16.8 Recognition Programs**

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

25 **16.9 Safety Standards – See also CLA Article 42.**

26 A. The County and its employees value a safe working environment and recognize
27 their mutual obligation to maintain safety standards. The County shall adopt and enforce a program
28 in accordance with applicable state and federal laws and regulations that encourages the safety

1 committees to establish programs that meet the County and the employee safety needs and that
2 clearly delineates safety equipment needs, thereby setting the standard for all employees to perform
3 their duties in a safe and competent manner.

4 **16.10 Automatic Vehicle Location System Use Policy**

5 The “Automatic Vehicle Location System Use Policy”, as amended, shall apply to all
6 employees with the following modifications or additions:

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

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

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


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

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

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

4
5 International Brotherhood of Teamsters Local 117:


6 DocuSigned by:

7 
8 7AD5B391B59D41E...

9 John Scarcy
10 Secretary-Treasurer

11 King County Office of Labor Relations:

12 DocuSigned by:

13 
14 7EE9183D721E453

15 David S. Levin
16 Senior Labor Relations Negotiator

Wage Addendum

International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRP

Professional & Technical / Administrative Support

cba Code: 156		ADDENDUM A		Union Code: F6
Job Class Code	PeopleSoft Job Code	Classification Title	Wage Range*	
2810100	281205	Administrator I	50	
2810200	281306	Administrator II	56	
2131100	214106	Business and Finance Officer I	53	
2131200	214207	Business and Finance Officer II	58	
2131300	214302	Business and Finance Officer III	62	
2501100	252109	Communications Specialist I	51	
2501200	252215	Communications Specialist II	54	
2501300	252309	Communications Specialist III	58	
2501400	252402	Communications Specialist IV	64	
7112100	711103	Engineer I	54	
7112200	711202	Engineer II	59	
7112300	711302	Engineer III	64	
7112400	711402	Engineer IV	69	
2444500	244502	Industrial Maintenance Program Specialist	65**	
7120400	713401	Chief Process Analyst	66	

* For rates please refer to King County Squared Salary Table. The Union has agreed to reduce the wage rates under this contract by \$1.00 per hour pursuant to Article 14.4 of the collective bargaining agreement pertaining to participation in the Western Conference of Teamsters Pension Trust.

**Wage change will be retroactive to 1/1/2021.

Wage Addendum

International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRP

Professional & Technical / Administrative Support

cba Code: 156		ADDENDUM B		Union Code: F6D
Job Class Code	PeopleSoft Job Code	Classification Title	Wage Range*	
2151100	207113	Payroll Specialist	44	
2810200	281316	Administrator II	56	
2131100	214112	Business and Finance Officer I	53	
2131200	214217	Business and Finance Officer II	58	
2131300	214313	Business and Finance Officer III	62	
2131400	214412	Business and Finance Officer IV	67	
1041100	110005	Financial Services Administrator	71	
2216300	225906	Grant Administrator	65	
2120200	212203	Internal Auditor	64	
2441300	243326	Project/Program Manager III	63	
2703100	271801	Utilities Economist	69	

cba Code: 156		ADDENDUM C		Union Code: F6C
Job Class Code	PeopleSoft Job Code	Classification Title	Wage Range*	
2501100	252110	Communications Specialist I	51	
2501200	252213	Communications Specialist II	54	
2501300	252311	Communications Specialist III	58	
2501400	252409	Communications Specialist IV	64	

* For rates please refer to King County Squared Salary Table. The Union has agreed to reduce the wage rates under this contract by \$1.00 per hour pursuant to Article 14.4 of the collective bargaining agreement pertaining to participation in the Western Conference of Teamsters Pension Trust.

Wage Addendum

International Brotherhood of Teamsters Local 117 - Wastewater Treatment, DNRP

Professional & Technical / Administrative Support

cba Code: 156		ADDENDUM D		Union Code: F6A
Job Class Code	PeopleSoft Job Code	Classification Title	Wage Range*	
2810200	281319	Administrator II	56	
2230300	223504	Customer Services Coordinator – Lead	59	
4101100	411113	Fiscal Specialist I	34	
4101200	411216	Fiscal Specialist II	38	
4101300	411318	Fiscal Specialist III	42	
4101400	411408	Fiscal Specialist IV	47	
2441100	243115	Project/Program Manager I	53	
2441200	243222	Project/Program Manager II	58	
2441300	243321	Project/Program Manager III	63	

cba Code: 156		ADDENDUM E		Union Code: F6E
Job Class Code	PeopleSoft Job Code	Classification Title	Wage Range*	
4200100	421117	Administrative Office Assistant	29	
4201100	421215	Administrative Specialist I	33	
4201200	421331	Administrative Specialist II	37	
4201300	421423	Administrative Specialist III	41	
4201400	421509	Administrative Specialist IV	46	
2810000	281114	Administrative Staff Assistant	48	
2810100	281214	Administrator I	50	
4300100	431211	Customer Service Specialist I	32	

* For rates please refer to King County Squared Salary Table. The Union has agreed to reduce the wage rates under this contract by \$1.00 per hour pursuant to Article 14.4 of the collective bargaining agreement pertaining to participation in the Western Conference of Teamsters Pension Trust.

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

Subject: GreenWhereWeWork (GWWW) Initiative

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

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

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

AGREEMENTS:

1. WORKING CONDITIONS:

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

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

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

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

E. Workers Compensation: Employees who telecommute are responsible for

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

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

A. Teleworking Expenses:

1. Employees in need of basic office supplies will follow their normal process of requesting supplies. Normally supplies will be ordered through County procurement processes with supervisor approval and shipped to the employee's home.

2. General office supply expenses that have been approved in advance by the employee's supervisor, which cannot be procured through normal County processes, may be eligible for reimbursement. Such purchases must be pre-approved, documented, and reported for reimbursement to the County.

3. Additional equipment that an employee needs for their home workspace requires the approval of the department director, or their designee.

B. Technology support:

1. The County will supply necessary IT equipment and job-related tools. In the event the County is temporarily, or on a long-term basis, unable to supply necessary IT equipment and job-related tools, employees may be required to work on site as determined by the department to perform duties which require specialized equipment.

2. Employees who do not have adequate internet access from their telework location may request a wireless internet connectivity solution.

3. The County will provide routine maintenance and repairs for County equipment if the equipment is returned to a designated worksite.

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

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

A. Decisions and appeals of waiver requests.

B. Job postings.

C. Spending limits and reimbursable expenses.

D. Monthly telework stipend.

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

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

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

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


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

Suzette Dickerson
Staff Representative

May 24, 2021

Date

For Professional and Technical Employees, Local 17:


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

Karen Estevenin
Executive Director

May 21, 2021

Date

For Service Employees International Union, Local 925


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

Rion Peoples
Internal Organizer

May 26, 2021

Date

For Technical Employees' Association


Michael Sands

Michael Sands
President

May 26, 2021

Date

For International Brotherhood of Teamsters, Local 117:

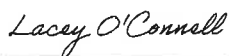

John Scarcy

John Scarcy
Secretary Treasurer

Jun 1, 2021

Date

For King County:


Lacey O'Connell

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

Jun 1, 2021

Date

Certificate Of Completion

Envelope Id: 372417515B004282B1FE77C38BBE11C8	Status: Completed
Subject: Please DocuSign: CORRECTED Coalition Labor Agreement (CLA) - Appendix for 156 - 156CLAC0122.pdf	
Source Envelope:	
Document Pages: 34	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 146.129.84.126


Record Tracking

Status: Original 7/10/2022 11:53:49 AM	Holder: Carolyn Coleman carolyn.coleman@kingcounty.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-King County Executive Office-Office of Labor Relations	Location: DocuSign

Signer Events

John Scearcy
docusign@teamsters117.org
Security Level: Email, Account Authentication (None)

Signature


DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 70.98.106.242

Timestamp

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Resent: 7/20/2022 7:42:35 AM
Resent: 7/21/2022 1:10:38 PM
Resent: 7/25/2022 8:12:06 AM
Viewed: 7/25/2022 1:28:13 PM
Signed: 7/25/2022 1:28:21 PM

Electronic Record and Signature Disclosure:
Accepted: 7/25/2022 1:28:13 PM
ID: 337b9363-1756-4979-97e9-19eca8126b3d

David Levin
David.Levin@kingcounty.gov
Labor Relations Negotiator
King County Executive Department-OLR
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 198.49.222.20

Sent: 7/25/2022 1:28:22 PM
Resent: 7/25/2022 2:55:40 PM
Viewed: 7/25/2022 3:56:42 PM
Signed: 7/25/2022 3:56:47 PM

Electronic Record and Signature Disclosure:
Accepted: 7/19/2021 8:38:03 AM
ID: dcd1883e-7838-4fa4-8cf9-d344ca4fb02b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/10/2022 11:55:49 AM
Certified Delivered	Security Checked	7/25/2022 3:56:42 PM
Signing Complete	Security Checked	7/25/2022 3:56:47 PM
Completed	Security Checked	7/25/2022 3:56:47 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.