

**Coalition Labor Agreement (CLA) - Appendix for 159  
 Agreement Between King County  
 And  
 International Brotherhood of Teamsters Local 117  
 Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural  
 Resources & Parks**

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**ARTICLE 1: PURPOSE AND DEFINITIONS**

**1.1 Purpose.** The intent and purpose of this Agreement is to promote a collaborative relationship between the parties and to set forth the wages, hours and working conditions of such employees as covered by this bargaining agreement.

**1.2 Definitions.** Definitions that apply to this Agreement are found under King County Code (“Code”) 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 the Agreement. If a Code definition change is made that affects this Agreement, the County agrees to bargain the effects of the change as required by law.

**A. 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.

**B. Hourly Employee** - An employee who is not exempt from the Fair Labor Standards Act and is eligible for overtime.

**C. Regular Employee** - A career service employee.

**D. Salaried Employee** - An employee who is exempt from the Fair Labor Standards Act and is not eligible for overtime.

**E. Temporary Employee** - Includes probationary, provisional, short-term and term-limited employees.

**F. Transfer** - Movement of an employee from one position to another within the same classification or different classification with the same pay range of the former classification.

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

The CLA shall apply to the individual bargaining unit’s employees as follows:

**Section 2.1.** The Preamble in its entirety.

**Section 2.2.** All Superseding and non-superseding provisions of the CLA, with the exclusion of non-superseding Article 46 (Waiver and Complete Agreement).

**ARTICLE 3: UNION RECOGNITION, REPRESENTATION, SHOP STEWARDS**

**3.1 Union Recognition**

1 King County (County) recognizes Teamsters Local Union No. 117, affiliated with the  
2 International Brotherhood of Teamsters (Union), as the sole and exclusive bargaining representative  
3 of all full-time and regular part-time employees whose job classifications are listed in the attached  
4 Addendum A. The County agrees to extend recognition of the Union as bargaining representative for  
5 any new or added eligible manager and assistant manager positions that may be created in the future  
6 in the Wastewater Treatment Division (Division), in accordance with its PERC recognition.

7 **3.2 Payroll Deduction for Political Contributions - Democratic, Republican, Independent**  
8 **Voter Education (D.R.I.V.E.).** The County agrees to deduct voluntary contributions from the  
9 paycheck of all employees covered by this Agreement in accordance with the following:

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

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

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

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

23 **3.3** Upon request, the County will provide the Union with a current list of all employees in  
24 the bargaining unit. Such list will indicate the employees' names, section and/or unit, employment  
25 status, job classification, and date of hire into their current classification.

26 **3.4** The County will notify the Union of all new hires, and will notify the Union whenever  
27 an employee is moved into or out of a bargaining unit position. The notification will include the  
28 employee's name, section and/or unit, employment status, job classification, date of hire and effective

1 date of the personnel action.

2 **3.5 Shop Stewards, Union Activities and Representation**

3 A. Union Representatives (Staff) may visit the work location of employees covered  
4 by the Agreement at any reasonable time. They shall inform the Division Director/designee upon  
5 arrival at the work site being visited.

6 B. The Union will provide the Division and the Labor Negotiator with the names of  
7 Shop Stewards. When contract administration business is conducted during working hours, the Shop  
8 Steward is responsible for clearing the time taken away from work with their manager or supervisor.

9 **ARTICLE 4: RIGHTS OF MANAGEMENT**

10 The management of the County and the direction of the work force are vested exclusively in  
11 the County, except as may be limited by the express written terms of this Agreement. All matters,  
12 including but not limited to, the right to hire, appoint, promote, demote, transfer, layoff, discipline  
13 and discharge, train, assign and direct the work force; improve efficiency; develop work rules,  
14 policies and procedures; develop and modify classification specifications, allocate positions to those  
15 classifications, allocate employees to those positions; determine work schedules, determine location  
16 of facilities and assign employees to those locations; appraise employee performance; contract out  
17 work; determine wage rates and wage schedules, place employees on the wage schedules and wage  
18 rates, and determine the methods employees move through wage schedules and wage rates at time of  
19 appointment; determine methods, processes and means for providing services; and take whatever  
20 actions are necessary as determined by the County in emergencies declared by the Department  
21 Director, County Executive, Governor of the State of Washington, or President of the United States.

22 **ARTICLE 5: BENEFIT TIME**

23 **5.1 General Description**

24 The benefit program has two elements to it: one is Benefit Time (BT) and the other is Sick  
25 Leave (SL). Both programs are for comprehensive benefit eligible employees and built on the  
26 accrual rate table set forth in Section 5.5. This program recognizes the need for scheduled time away  
27 from the job (vacation and holidays) for personal reasons and for occasions when the employee must  
28 be away because of illness or injury. BT is administered with the understanding that: a) BT is

1 intended to constitute wage replacement when an employee is on leave, and b) because business  
2 needs may constrain employees' ability to utilize leave, the Collective Bargaining Agreement  
3 provides for a yearly cash out conversion of BT.

#### 4 **5.2 Definitions**

5 **A.** All BT and SL time is based on a two thousand eighty (2,080) hours per year. BT  
6 is the bank of time accrued for use during scheduled paid time off, including holidays, as well as  
7 unscheduled paid time off (excluding bereavement leave and jury duty) once SL is exhausted.

8 **B.** SL is the bank of time accrued for use during all paid nonscheduled illness and  
9 prescheduled sick leave for employees to care for their eligible family members (as defined under  
10 RCW 49.46.210(2) and KCC 3.12.220).

11 **C.** Employees may donate BT and SL to another comprehensive benefit eligible  
12 employee in accordance with CLA Article 6. For purposes of clarification, BT donation shall be  
13 consistent with CLA vacation leave donation.

#### 14 **5.3 Principles**

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

17 **B.** Operational efficiency is increased by the responsible management of the benefit  
18 time usage.

#### 19 **5.4 Absence**

20 **A.** Employees are expected to schedule BT as far in advance as possible to facilitate  
21 business planning. Employees are expected to notify their supervisor of any unscheduled absence in  
22 accordance with WTD notice requirements. If the reason for unscheduled absence is for illness, the  
23 employee shall be paid from their accrued SL bank. However, all BT and SL time shall be  
24 coordinated with, and supplementary to, Workers' Compensation.

25 **B.** Salaried Exempt employees use accrued BT and SL in increments of not less than  
26 one (1) regular work day. Salaried employees who are absent for part of a work day will not be  
27 required to charge such absences against any accrued leave balances nor will the employee's pay be  
28 reduced.

1 C. BT and SL may be used and will be paid only to the extent that BT and SL hours  
2 have been accrued by the employee in the pay period immediately preceding the absence.

### 3 5.5 Benefit Time Accrual and Sick Leave Accrual

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

7 Months of Service	8 Hourly Accrual Rate	9 Approximate Accruals		
		10 Days/Yr	11 Hrs/Yr	12 Hrs/Pay Period
13 0	0.119229	31	248	9.538
14 60	0.130767	34	272	10.461
15 96	0.134615	35	280	10.769
16 120	0.150005	39	312	12.000
17 192	0.153842	40	320	12.307
18 204	0.157692	41	328	12.615
19 216	0.161542	42	336	12.923
20 228	0.165380	43	344	13.230
21 240	0.169230	44	352	13.538
22 252	0.173077	45	360	13.846
23 264	0.176917	46	368	14.153
24 276	0.180767	47	376	14.461
25 288	0.184617	48	384	14.769
26 300	0.188467	49	392	15.077

27 B. Annual and bi-weekly totals in the above table are approximations and may vary  
28 slightly based on the hourly rate.

29 C. SL accrual shall accumulate for all employees on the basis of fifty-six (56) hours  
30 per year (0.0269 hours per hour). To the extent that this accumulation is more or less generous than  
31 sick leave requirements under Washington State law, the higher amount of leave shall be awarded to  
32 the employee. Any additional leave is awarded on the following pay advice.

33 D. The hourly accrual rates indicated in this article shall not be construed to mean that  
34 salaried employees receive compensation based on number of hours worked.

35 E. Consistent with CLA Article 31 Sick Leave, Temporary and Part-time employees  
36 in short-term temporary positions and administrative interns shall accrue SL at the rate of 0.025 per  
37 hour for each hour in pay status to be used solely as paid sick leave for self-care or to care for a  
38

1 family member and for other qualifying reasons in accordance with state law, County code, and  
2 applicable Employer policies. On January 1 of each calendar year, all accrued SL over 40 hours will  
3 be forfeited for short-term temporary employees.

4 **F. Transition to new BT accrual chart.** The accrual chart in Article 5.5.A has been  
5 updated to adopt two new holidays, Juneteenth and Indigenous Peoples Day. This change will add 16  
6 hours of BT annually. The updated BT accrual rates shall be implemented retroactively to January 1,  
7 2022.

#### 8 **5.6 Benefit Time Accumulation and Sick Leave Accumulation and Cash Out**

9 **A.** For employees hired prior to January 1, 2019, the maximum accumulated  
10 carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be  
11 six hundred (600) hours. Employees with at least four hundred and eighty (480) hours at that time  
12 shall have the option to convert up to one hundred and twenty (120) hours to cash, down to a balance  
13 of four hundred and eighty (480) hours. For employees hired on or after January 1, 2019 but before  
14 July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before April 1st  
15 of one calendar year to the next shall be four hundred and forty (440) hours. Employees with at least  
16 three hundred and twenty (320) hours at that time shall have the option to convert up to one hundred  
17 and twenty (120) hours to cash, down to a balance of three hundred and twenty (320) hours. For  
18 comprehensive benefits eligible employees hired on or after July 1, 2023, the maximum accumulated  
19 carryover of BT from the pay period ending before April 1 of one calendar year to the next shall be  
20 320 hours and all hours in excess of 320 hours shall be forfeited. One time per year, prior to the  
21 forfeiture of BT, Employees who have greater than 320 hours shall have the option to convert up to  
22 80 hours to cash, down to a balance of 320 hours.

23 **B.** There shall be no limit on the amount of SL accrued.

24 **C.** Current comprehensive benefit eligible County employees who are new in the unit  
25 and who have more than 40 hours of sick leave may convert up to forty (40) hours from their sick  
26 leave balance into BT. Any remaining sick leave balance will convert into SL. For such employees  
27 who have less than 40 hours of accrued sick leave, all sick leave accruals will be converted to BT  
28 time. Vacation leave balances will convert to BT.

1 D. Unless modified by a VEBA agreement employees who have successfully  
2 completed probation may cash-out a maximum of 480 hours, or 320 hours for employees hired on or  
3 after January 1, 2019, of BT time upon leaving employment in good standing. Employees returning  
4 to regular service who resigned, were separated for non-disciplinary medical reasons or from layoff  
5 within two (2) years will have their SL restored.

6 E. Failure to use BT beyond the maximum accrual amount as of April 1<sup>st</sup> will result in  
7 forfeiture of the BT beyond the maximum amount, unless the Division Director/designee has  
8 approved a carryover of such BT because of cyclical workloads, work assignments or other reasons  
9 as may be in the best interest of the County.

10 **5.7 Upon Retirement or Death**

11 Upon retirement from the County or death, a comprehensive leave eligible employee or their  
12 beneficiary shall be paid for up to four-hundred eighty (480) hours, or three hundred twenty (320)  
13 hours for employees hired after January 1, 2019, of accrued BT at one-hundred percent (100%) and  
14 for all accrued SL at thirty-five percent (35%), unless modified by a VEBA agreement. Retirement  
15 as a result of length of service means an employee is eligible, applies for and begins drawing a  
16 pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County  
17 employment.

18 **ARTICLE 6: LEAVES OF ABSENCE WITH AND WITHOUT PAY**

19 **6.1 Executive Leave.** Employees covered by this Agreement who are comprehensive benefit  
20 eligible and in salaried positions will receive three (3) days of Executive Leave per calendar year,  
21 prorated for a partial year. Up to seven (7) additional days per year, as provided in Executive Policy,  
22 may be granted at the discretion of the County.

23 **6.2 Return from Unpaid Leave of Absence**

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

28 **B.** Regular employees will be re-employed in their former classification at the end of



1 the leave, provided the employee is able to perform the work. Seniority, SL balance earned, and BT  
2 accrual rates based upon seniority established at the time of departure on leave of absence shall be  
3 restored when the employee returns to work.

4 C. No seniority or benefits will accrue while on a leave of absence without pay. In  
5 the case of a leave for the purpose of conducting Union business, employees granted leave will  
6 continue to earn seniority.

### 7 **6.3 State Law**

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

## 10 **ARTICLE 7: WAGE RATES**

11 7.1 The classifications and rates of pay for all employees in the bargaining unit are listed in  
12 Addendum A.

### 13 **7.2 General Wage Increases**

14 General Wage Increase (GWI) adjustments will be in accordance with CLA Article 29 and the  
15 Memorandum of Agreement entitled Compensation Settlement for Implementation of Retroactive  
16 Increases.

17 7.3 Regular employees hired at Step 1 of the applicable pay range shall advance to Step 2 on  
18 the November 1 following successful completion of their probationary period. Employees who are at  
19 Step 2 or above shall progress two (2) steps annually on November 1 until reaching the top step of  
20 their salary range. Employees who are at Step 10 and receive an outstanding rating on their  
21 performance appraisal for two (2) consecutive calendar years shall be eligible for a merit increase of  
22 five percent (5%), above Step 10. The merit increase for eligible employees will be no less than five  
23 percent (5%) above Step 10. This must be re-earned each year. Increases for term-limited temporary  
24 are in accordance with the King County Contingent Worker Manual, as amended. Short-term  
25 temporary employees are not eligible for step increases.

26 7.4 **Payroll System.** The parties agree the County has the right to implement a common  
27 payroll system, and standardize pay practices and Fair Labor Standards Act's work weeks. The  
28 parties agree that applicable provisions of the collective bargaining agreement may be re-opened at

1 any time by the County for the purpose of negotiating standardized pay practices, to the extent  
2 required by law.

3 **ARTICLE 8: HOURS OF WORK**

4 **8.1 Schedules** - The establishment of work schedules is vested solely within the purview of  
5 the County and may be changed from time to time.

6 **8.2 Fair Labor Standards Act** - Employees covered by this bargaining unit are employed in  
7 a bona fide executive, administrative or professional capacity and are in turn exempt from overtime  
8 payments under the Federal Fair Labor Standards Act. Bargaining unit employees shall be covered  
9 under the King County Executive Leave Pay and Leave Practices for Executive Administration and  
10 Professional Employees policy and modifications thereto, and are expected to work the hours  
11 necessary to satisfactorily perform their jobs.

12 **ARTICLE 9: SENIORITY AND JOB SECURITY**

13 With respect to layoff and recall of regular employees, the County will layoff by inverse  
14 seniority and recall in order of seniority with the job classification affected, provided that the regular  
15 employee in question has the specific qualifications and demonstrated abilities to perform the work at  
16 issue. The County and the Union recognize that the nature of work performed by members of this  
17 bargaining unit is typically very specific to the position and not easily transferable even within  
18 classifications, so it is unlikely that bumping or recall procedures would apply.

19 **ARTICLE 10: MISCELLANEOUS AND SPECIAL CONDITIONS**

20 **10.1 Certification Pay** - Employees with the following certifications will receive the  
21 corresponding amount monthly, up to a maximum of \$200 per month, provided that the certification  
22 is directly applicable to their position. Employees must provide at least bi-annual documentation of a  
23 certification to receive compensation, or annually not later than December 31<sup>st</sup> for the following  
24 calendar year if certification requires annual renewal. There are no automatic renewals for  
25 certification pay. The effective date for certification, or professional designation, and/or license  
26 premium pay shall be prospective from the date that the request is submitted by the employee to the  
27 WTD Certification Pay Administrator, regardless of the date certified or recertified. No retroactive  
28 payments will be made for failure to provide documentation. Additionally, it is the express

1 responsibility of the employee that their records are kept current. If during periodic reviews, it is  
2 discovered that the employee no longer qualifies for their monthly premium, steps will be taken to  
3 collect the overpayment.

4 Membership in an organization does not qualify an employee for compensation.

5	WA State registered Professional Engineer:	\$100
6	State of WA DOE Wastewater Group IV Certification:	\$50
7	Project Management Professional:	\$50
8	CMI Construction Manager:	\$50
9	Certified Cost Consultant/Certified Cost Engineer:	\$50

10  
11 **10.2 Personnel Files** - The employee or their representative (if the employee so authorizes in  
12 writing) may examine the employee’s personnel file. Employees may request that a document be  
13 removed from their personnel file in accordance with established division procedures and policy.

14 **10.3 Performance Evaluation/Development Review**

15 **A.** The County shall maintain a system of employee performance  
16 evaluations/development reviews designed to give a fair evaluation of the work performed by the  
17 employee and to guide the professional development of the employee to meet business and individual  
18 needs.

19 **B.** A copy of the final evaluation will be provided to the employee, and a copy will be  
20 placed in the employee’s permanent personnel file. The employee will be given an opportunity  
21 within thirty (30) days of the evaluation to attach comments to the evaluation in the personnel file.

22 **C.** An employee may appeal the evaluation to the next level of supervision above the  
23 person who did the evaluation, if the employee disagrees with the ratings.

24 **10.4 Legal Counsel** - Employees named as a defendant in a civil action arising out of the  
25 performance of the employee’s duties shall be provided legal representation and indemnification in  
26 accordance with the provisions of County Code.

27 **10.5 Drug Free Workplace** - The Union agrees to comply with all applicable federal, state  
28 and County regulations and ordinances with regard to the drug free workplace. When available, a

1 second supervisor will observe the behavior that warrants a reasonable suspicion test and will  
2 complete related forms in accordance with the County’s drug and alcohol policy.

3 **10.6 Equal Employment Opportunity** - Allegations of violations of this Section cannot be  
4 pursued to arbitration under Article 26.

5 **10.7 Training** - Compensation for time in training and costs of training, such as tuition, for  
6 career enhancement shall be granted in accordance with the Division training policy.

7 **10.8** Regular employees cannot be disciplined or discharged except by just cause.  
8 Counseling and letters of expectation are not considered discipline. Temporary employees are  
9 employed at will and can be disciplined or discharged without cause.

10 **10.9 Probationary Period**

11 The first six (6) months of employment for a regular position shall be a probationary period  
12 for all regular employees. During this period a probationary employee may be terminated or have  
13 their probationary period extended without recourse to the Dispute Resolution Procedure in CLA. If  
14 the probation period is to be extended, written notice of the extension must be given to the employee  
15 and the Union prior to the end of the probationary period.

16 **10.10 Trial Service Period**

17 All regular employees promoted or transferred to a different classification within the  
18 bargaining unit shall serve a six (6) month trial service period. An employee who does not  
19 successfully complete the trial service period in a position to which the employee had been promoted  
20 or transferred may be restored to their former position unless the employee’s failure to successfully  
21 complete the trial service period is due to being terminated for misconduct. Such restoration is not  
22 mandatory, but is optional at the discretion of the appointing authority.

23 **10.11 Automatic Vehicle Location System Use Policy** – The “Automatic Vehicle Location  
24 System Use Policy”, as amended, shall apply to all employees with the following modifications or  
25 additions:

26 **A.** AVL data will not constitute the sole documentation used to determine discipline  
27 imposed on an employee.

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

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

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

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

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

22 **ARTICLE 11: WAIVER AND COMPLETE AGREEMENT**

23           **Waiver.**

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

27           **B.** The parties acknowledge that during the negotiations which resulted in this  
28 Agreement, each had the unlimited right and opportunity to make demands and proposals with

1 respect to any subject or matter appropriate for collective bargaining, and that the understanding and  
2 agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this  
3 Agreement.

4 C. Should the parties agree to amend or supplement the terms of this Agreement, such  
5 amendments or supplements shall be in writing. No binding agreements, including but not limited to  
6 memorandums of understanding, side letters, etc., involving the day-to-day administration of the  
7 collective bargaining agreement or the bargaining relationships will be entered into with the  
8 bargaining representative without the authorization of the Labor Relations Director or their designee.

9 **ARTICLE 12: WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST**

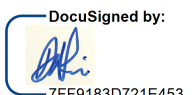

10 **12.1 Contribution.** The County shall pay \$2.00 (two dollars) to the Western Conference of  
11 Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with  
12 the Parties' pension agreements.

13 **12.2 Wage Reduction.** All bargaining unit employees shall have their wage rate reduced by  
14 the amount of the County's contribution on the employee's behalf pursuant to Section 12.1, above.

15 International Brotherhood of Teamsters Local 117:

16   
17   
18 \_\_\_\_\_  
19 John Scarecy  
Secretary-Treasurer

20 King County Office of Labor Relations:

21   
22   
23 \_\_\_\_\_  
24 David Levin  
Labor Relations Negotiator - Senior

1 **ADDENDUM A**

2 **International Brotherhood of Teamsters Local 117**

3 **Wastewater Treatment Division, Department of Natural Resources and Parks**

4 **Managers and Assistant Managers**

5

6 <b>cba Code:</b> <b>159</b>		7 <b>ADDENDUM A</b>		8 <b>Union Code:</b> <b>F9</b>	
9 <b>Job Class Code</b>	10 <b>PeopleSoft Job Code</b>	11 <b>Classification Title</b>	12 <b>Wage Range*</b>		
13 7111501	715701	Environmental Programs Section Manager	76		
2142100	220101	Financial Services Manager - WTD	79-80**		
7151100	719101	Wastewater Project Planning and Delivery Section Manager	85		
7151200	719201	Wastewater Project Resources Unit Manager	79		
7111400	712701	Wastewater Operations Manager	85		
7111450	712712	Wastewater Treatment Plant Manager	79		

14

15 \* For rates please refer to King County Squared Salary Table. The Union has agreed to reduce the

16 wage rates under this contract by \$2.00 per hour for Addendum A pursuant to Article 12 of the

17 collective bargaining agreement pertaining to participation in the Western Conference of Teamsters

18 Pension Trust.

19 \*\* Wage rate change is retroactively effective to 1/1/2021.

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**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  
President

May 26, 2021

Date

For International Brotherhood of Teamsters, Local 117:

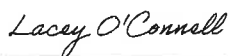


John Scearcy  
Secretary Treasurer

Jun 1, 2021

Date

For King County:



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

Jun 1, 2021

Date

**ADDENDUM C**

**Memorandum of Agreement  
By and Between  
King County  
and  
International Brotherhood of Teamsters Local 117  
Wastewater Managers [159]**

**Subject: Joint Wage Study**


**Background:**

1. During the course of small table bargaining, the Union has variously proposed to conduct a joint wage study with the County or to increase the wages for positions in the bargaining unit.
2. The Parties have agreed to conduct a joint wage study under the following terms.


**Agreement:**

1. No later than December 31, 2022, King County and the Union shall schedule mutually agreeable dates to conduct a joint salary study, surveying the wage rates of some or all positions in the bargaining unit with the intent to complete this process by March 31, 2023. This joint salary study shall consist of a customary analysis, including, but not limited to, selection of comparable employers, selection of appropriate job matches at comparable employers, and a total compensation analysis of wages, insured benefits, and fringe benefits. Collective bargaining negotiations shall proceed the joint salary study to determine whether wage adjustments can be agreed upon.
2. The results of these negotiations shall be retroactive to January 1, 2023.

International Brotherhood of Teamsters Local 117:

DocuSigned by:  
  
 7AD5B391B59D41E...  
 John Scarcy  
 Secretary-Treasurer

King County Office of Labor Relations:

DocuSigned by:  
  
 7FF9183D721E453...  
 David Levin  
 Labor Relations Negotiator - Senior

**Certificate Of Completion**

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Source Envelope:	
Document Pages: 20	Signatures: 4
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: 97.113.85.23


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Storage Appliance Status: Connected	Pool: King County-King County Executive	Location: DocuSign
	Office-Office of Labor Relations	

**Signer Events**

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

**Signature**

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
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**Electronic Record and Signature Disclosure:**

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

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**Electronic Record and Signature Disclosure:**

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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

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Completed	Security Checked	7/14/2022 9:55:23 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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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.

### **All notices and disclosures will be sent to you electronically**

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](mailto: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](mailto: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 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](mailto: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.

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- 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](mailto: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..

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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>.

### **Acknowledging your access and consent to receive and sign documents electronically**

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.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- 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.