

Coalition Labor Agreement (CLA) - Appendix for 011
Agreement Between King County
And
Service Employees International Union, Local 925
Wastewater Treatment Division - Department of Natural Resources & Parks

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1 DEFINITIONS

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

4 **Classification** - A position, whose duties, responsibilities, and authority are allocated to a single
5 descriptive title.

6 **Classification Family** - Those classifications within job progression through which employees can
7 move by meeting the requirements of the Job Progression Program.

8 Examples:

9
10 Wastewater Treatment Operator In Training
11 Wastewater Treatment Operator
12 Wastewater Treatment Senior Operator

} Classification Family

13 Industrial Maintenance Mechanic
14 Industrial Master Mechanic

} Classification Family

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

17 **“Full-time Employee”** - An employee in a regular position which has an established work schedule
18 of not less than forty (40) hours per week.

19 **“Full-time regular position”** means a regular position that has an established work schedule of not
20 less than thirty-five hours per week in those work units in which a thirty-five hour week is standard,
21 or of not less than forty hours per week in those work units in which a forty-hour week is standard.

22 **“Part-time employee”** means an employee employed in a part-time position. Under Section 550 of
23 the charter, part-time employees are not members of the career service.

24 **“Part-time position”** means an other than a regular position in which the part-time employee is
25 employed less than half time, that is less than nine hundred ten hours in a calendar year in a work unit
26 in which a thirty-five hour work week is standard or less than one thousand forty hours in a calendar
27 year in a work unit in which a forty-hour work week is standard, except as provided elsewhere in this
28

chapter. Where the standard work week falls between thirty-five and forty hours, the manager, in consultation with the department, is responsible for determining what hour threshold will apply.

Part-time position excludes administrative intern.

“Part-time regular employee” means an employee employed in a part-time regular position and, for part-time career service positions, is not serving a probationary period. Under Section 550 of the charter, such part-time regular employees are members of the career service.

“Part-time regular position” means a regular position in which the part-time regular employee is employed for at least nine hundred ten hours but less than a full-time basis in a calendar year in a work unit in which a thirty-five hour work week is standard or for at least one thousand forty hours but less than a full-time basis in a calendar year in a work unit in which a forty-hour work week is standard. Where the standard work week falls between thirty-five and forty hours, the manager, in consultation with the department, is responsible for determining what hour threshold will apply.

“Temporary employee” means an employee employed in a temporary position and in addition, includes an employee serving a probationary period or is under provisional appointment. Under Section 550 of the charter, temporary employees shall not be members of the career service.

“Temporary position” means a position that is not a regular position as defined in this chapter and excludes administrative intern. Temporary positions include both term-limited temporary positions as defined in this chapter and short-term (normally less than six months) temporary positions in which a temporary employee works less than nine hundred ten hours in a calendar year in a work unit in which a thirty-five hour work week is standard or less than one thousand forty hours in a calendar year in a work unit in which a forty hour work week is standard, except as provided elsewhere in this chapter. Where the standard work week falls between thirty-five and forty hours, the manager, in consultation with the department, is responsible for determining what hour threshold will apply.

“Term-limited temporary employee” means a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. Term-limited temporary employees may not be employed in term-limited temporary positions longer than three years beyond the date of hire, except that for grant-funded projects capital improvement projects and information systems technology projects the maximum period may be

1 extended up to five years upon approval of the manager. The manager shall maintain a current list of
2 all term-limited temporary employees by department.

3 **“Term-limited temporary position”** means a temporary position with work related to a specific
4 grant, capital improvement project, information systems technology project or other nonroutine,
5 substantial body of work, for a period greater than six months. In determining whether a body of
6 work is appropriate for a term-limited temporary position, the appointing authority will consider the
7 following:

8 1. Grant-funded projects: These positions will involve projects or activities that are funded
9 by special grants for a specific time or activity. These grants are not regularly available to or their
10 receipt predictable by the county;

11 2. Information systems technology projects: These positions will be needed to plan and
12 implement new information systems projects for the county. Term-limited temporary positions may
13 not be used for ongoing maintenance of systems that have been implemented;

14 3. Capital improvement projects: These positions will involve the management of major
15 capital improvement projects. Term-limited temporary positions may not be used for ongoing
16 management of buildings or facilities once they have been built;

17 4. Miscellaneous projects: Other significant and substantial bodies of work may be
18 appropriate for term-limited temporary positions. These bodies of work must be either nonroutine
19 projects for the department or related to the initiation or cessation of a county function, project or
20 department;

21 5. Seasonal positions: These are positions with work for more than six consecutive months,
22 half-time or more, with total hours of at least nine hundred ten in a calendar year in a work unit in
23 which a thirty-five hour work week is standard or at least one thousand forty hours in a calendar year
24 in a work unit in which a forty hour work week is standard, that due to the nature of the work have
25 predictable periods of inactivity exceeding one month. Where the standard work week falls between
26 thirty-five and forty hours, the manager, in consultation with the department, is responsible for
27 determining what hour threshold will apply; and

28 6. Temporary placement in regular positions: These are positions used to back fill regular

positions for six months or more due to a career service employee's absence such as extended leave or assignment on any of the foregoing time-limited projects.

All appointments to term-limited temporary positions will be made by the appointing authority in consultation with the manager before the appointment of term-limited temporary employees.

Job Progression - a reclassification system that provides employees the opportunity to advance from one level in a classification family to the next higher levels of the classification family based upon the employee's meeting specific criteria that demonstrates that the employee possesses the knowledge, skills and abilities to perform the full scope of duties required at the higher level. Job progression does not require job openings to enable the employee to advance. The Employer and the Union agree that job progression supports the Wastewater Treatment Division's future workforce needs and is consistent with King County's workforce management philosophy of providing County employees with internal advancement opportunities.

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

Pager - one that pages; esp., beeper

Salaried Employee - defined by the state Minimum Wage Act (MWA) and the Fair Labor Standards Act (FLSA) and is exempt from the overtime requirements of the FLSA and MWA and is expected to work the hours necessary to satisfactorily perform their job.

Transfer - movement between business teams.

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

PREAMBLE

This Agreement is the result of collaborative bargaining process that reflects the relationship between King County (the Employer) and the Service Employees International Union, Local 925 (the Union). This relationship is a partnership based on mutual interests, respect, and trust.

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

1 The Employer and the Union recognize that the workplace is in a period of growth and
2 change.

3 The Employer and the Union also agree that change in the workplace is an evolutionary
4 process, which requires the commitment of both parties over time. The Employer and the Union
5 also recognize the mutual benefits of employing continuous tools and processes throughout the
6 division. These tools and processes include employee generated ideas such as “Bright Ideas”, the
7 Executive’s Initiatives such as “Lean” and “Three Percent Efficiency”, the division’s integration and
8 implementation of the industry’s best practices, and its business planning and performance
9 measures. The Employer will continue to engage the union membership and its leadership to create
10 an efficient and productive workplace.
11

12 In support of policies and practices that reflect our commitment to shared values, the
13 Employer and the Union:

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

27 This Agreement was negotiated using a collaborative process that allowed the Employer and
28

the Union to communicate openly to produce a contract while building positive, ongoing relationships. This Agreement was developed to accomplish the following goals:

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

ARTICLE 1: LABOR/MANAGEMENT COMMITTEE

1.1 Labor Management Committee

A. In this Appendix, the Employer and the Union set forth an approach for making ongoing changes and continuous improvements in the workplace through an ongoing labor/management process. Issues are to be discussed in an interest-based, collaborative manner and the Labor/Management Committee (LMC) will access the services of a mutually acceptable source of mediation services if consensus cannot be reached in a timely manner.

B. The Employer and the Union have established an ongoing process to identify each party's issues, which may result in the clarification or revisions of this Appendix and can address other matters, mutually agreed upon between the parties.

C. To accommodate this process, the role of the LMC is to deal jointly with areas of mutual interest, to move us towards our shared vision of a productive work place, and to oversee the tasks and/or committees called for in this Appendix.

D. The LMC will meet monthly. Its structure, responsibilities and procedures will be in accordance with its Charter, Addendum C, as amended.

1.2 The LMC may propose changes to the Appendix by Memorandum of Agreement (MOA), clarifications to the Appendix by Memorandum of Understanding (MOU), a policy, and/or procedures. Changes or clarifications to the Appendix, MOAs or MOUs are subject to the parties' procedures for ratification, which may include the Union's publishing the agreements in draft form for 25 calendar days before the agreements are executed. The Employer and the Union agree to post MOAs, MOUs, the LMC Charter, handbooks, policies and/or procedures on an intranet site for employee reference.

1.3 Training

The LMC will sponsor joint training on changes made to this Appendix as a result of negotiations. Such training shall be delivered to managers, supervisors and stewards and will be considered work time.

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, except as noted below.

Section 2.3. The following non-superseding articles do not apply to this bargaining unit:

Provision	CLA Article
Safety Gear and Equipment Allowance	42
After Hours Support	43
Training and Licensing/Certifications	44

Section 2.4. For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

Provision	CLA Article
Conflict Resolution and Grievance Procedure	26

1	Grievance Procedure	26
2	Bulletin Boards	23
3	Benefits	25
4	Sick Leave	31
5	Bereavement Leave	8
6	Jury Duty	5
7	Military Duty/Training Leave	2
8	Leaves of Absence Without Pay	3
9	King County Family Medical Leave	11
10	Savings Clause	30
11	Contracting Out	16
12	Term of Agreement	41
13	Union Security	37

ARTICLE 3: RECOGNITION AND BARGAINING UNIT

3.1 The Employer recognizes Service Employees International Union, Local 925, as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for all full-time and part-time employees in current and future wastewater treatment facilities in classifications listed in the attached wage schedule marked Addendum A. Excluded are all supervisory and confidential employees, employees represented by other labor organizations, and interns.

ARTICLE 4: NON-DISCRIMINATION

4.1 The Employer and the Union also commit to support equal employment opportunity to ensure a diverse work force.

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

4.2 Feedback to Complainants

1 An employee alleging a violation of this Article, will, upon their request, receive a written
2 summary of the findings related to their complaint within 14 days of the conclusion of the
3 investigation.

4 **ARTICLE 5: STRIKES OR LOCKOUTS**

5 **5.1 No Strikes Or Lockouts**

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

10 **5.2 Safety Concerns Related To Picketing At A WTD Facility**

11 In the event of picketing at a WTD Facility, Management and the Union will develop an
12 approach for dealing with the safety concerns of the bargaining unit while ensuring plant operations.
13 When possible, these discussions will take place in advance.

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

15 **6.1 Management Rights and Responsibilities**

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

18 **6.2 Payroll System**

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

23 **ARTICLE 7: PROBATIONARY AND TRIAL SERVICE PERIODS**

24 **7.1 General**

25 Employees covered by this Appendix shall be classified as regular, or temporary and may be
26 either full-time or part-time. The Employer shall staff positions as full-time regular employees where
27 possible, recognizing that legitimate work requirements or employee needs may require the use of
28 part-time or temporary employees. The rights and benefits for temporary employees shall be

consistent with all applicable provisions of the King County Code and the King County Charter, except where provisions under the CLA and this Appendix provides greater rights and benefits.

7.2 Probationary Period

The first nine (9) months of regular employment shall be a probationary period. During this period an employee may be terminated without recourse to CLA Article 26, the Grievance Procedure or any other right to appeal. The County maintains the exclusive right to extend or reduce the length of an employee's probationary period; however, the probationary period shall not exceed a maximum of twelve (12) months of actual service. The employee and the Union chapter president will be notified of such extension or reduction, including the duration of the extension or reduction, prior to the end of the initial probation period. The Union may inspect probationary performance appraisals upon request if written consent of the probationary employee is provided to the Employer. The Employer will copy the union chapter president on probationary performance appraisal electronic calendar notice reminders at regular intervals, no less than three per probationary period.

7.3 Trial Service Period

All employees who have completed a probationary period and are promoted through job progression, competitive process or who transferred to a different classification within the bargaining unit shall serve a six (6) month trial service period during which they may be reverted back to their prior job classification and appropriate pay step for cause, subject to appeal through MLA Article 26; the Conflict Resolution and Grievance Procedure.

ARTICLE 8: PERSONNEL ACTIONS

8.1 Job Postings – See CLA Article 18.

8.2 Acting Assignments

CLA Article 15 (Special Duty Assignments) and Article 33 (Working Out of Class) apply to the bargaining unit. However, regular positions may be filled on an acting or temporary basis for no more than six (6) months without a process that includes solicitation of interest among bargaining unit employees and selection based upon job-related criteria. In no case will a regular position be filled on an acting basis for more than one year without the mutual agreement of the Union and WTD.

8.3 Transfers

Bargaining unit employees who have been members of the bargaining unit for at least five years, and who have had no documented performance deficiencies within the preceding six months and have the requisite skills for the position, shall have the right to transfer to openings in their job classification family based on classification family seniority before openings are filled through a competitive process. However, management retains discretion to permit transfers of employees who do not meet the above criteria. The five year requirement may not apply to transfers within the employee's section. Such transfers within an employee's section may be approved by management.

For the classification families of Operator (excluding OITs and Senior Operator in Charge), Mechanic, Electrician, and Instrument Tech, the above transfer provision shall be administered as follows: the first job opening in each classification family will be filled by transfer, then job openings will alternate between a regular competitive process and transfer thereafter, with a limit of 2 competitive processes per year per section per classification family.

Employees may express interest for transfer by submitting an on-line application in the current HR Staffing Application system during the posting process. Employees may also apply for competitive postings.

8.4 Competitive Positions

Regular and special project positions lasting longer than six (6) months will use a competitive selection process. All employees, including temporary employees, are eligible to apply for these positions. Except that employees who have been members of the bargaining unit for less than 5 years are not eligible to use the competitive process to apply for openings in their current job classification family, but would be eligible to compete for promotional positions. Employees who have attained career service status or are in a regular appointment, but serving a probationary period, have preference over candidates with temporary status. Probationary employees who are selected for another competitive position, will serve a six (6) month probationary period in their new position. If they do not successfully complete the probationary period in their new position, management will make a good faith effort to assist the employee in finding another position, but will not guarantee that the employee will be placed.

1 A. The Employer will post announcements of openings, via County email and the
2 County's website for a minimum of fourteen (14) calendar days. Selection criteria developed with
3 participation by the affected business team will be established in advance of the recruitment. The
4 announcement shall include the selection criteria to be used in that selection process as well as an
5 indication of whether that recruitment process will include a list of candidates to fill vacancies that
6 occur during the following six (6) months.

7 B. The end date for special project positions will be clearly stated in the posting.

8 C. If there is a qualified internal candidate to fill the opening, based upon the
9 selection criteria for that specific position (as opposed to the more general qualifications listed in the
10 classification specification for the position), the position will be filled internally.

11 D. Except for special project positions, if an opening occurs within six (6) months of
12 the establishment of a list of qualified candidates, the Employer may select the most qualified
13 candidate(s) from the list.

14 **8.4.1 Internal Candidates**

15 Internal Candidates refers to all employees covered by this Agreement. Employees who have
16 attained career service status or are in a regular appointment, but serving a probationary period, have
17 preference over candidates with TLT or temporary status.

18 **8.4.2 External Candidates**

19 If no qualified internal candidate is selected by the appointing authority, the County may then
20 consider applications from candidates not covered by this Agreement, following the County's
21 established hiring practices. However, only after no qualified internal candidates are selected, the
22 recruiter may forward external applicants to the hiring authority.

23 **8.5 Selection Process**

24 An interview panel, including representation from the Local 925 members on the business
25 team, will consider all qualified candidates and make referrals of qualified candidates in writing to
26 the hiring authority. Recommendations shall be based upon job-related criteria. If all candidates'
27 qualifications are comparable, then WTD-wide seniority takes precedence.

28 **8.6 Step Placement**

Those promoted shall move to the lowest step on the wage scale of the new classification, which provides at least a one-step (approximately 5%) increase in pay over the employee's previous rate of pay.

Employees moving from a higher to lower salary range shall be placed at a step equivalent in pay rate, but, not to exceed the top step of the employee's new classification.

Exceptions will be made in cases where the employee is moving to a classification within a higher or equivalent classification family, or to a higher or equivalent classification. In this event, the employee shall be "Y" rated (frozen), if they are placed at a step that is lower than their previous base rate of pay. The "Y" rate shall continue for a period of two (2) years, or until the employee progresses to a step that meets or exceeds their "Y" rate, whichever is sooner. If, at the conclusion of the two (2) years, the employee is still "Y" rated, the employee's base rate shall be adjusted downward to the salary step commensurate with their experience based upon the step criteria.

General Wage Increases shall not be applied to the "Y" rate. At such time that the step occupied by the "Y" rated employee meets or exceeds the employee's "Y" rate, the "Y" rating will end.

Employees will progress through steps at one (1) year intervals.

Employees serving a probationary period must complete their probationary period before advancing to any higher level classification through job progression, unless they advance through a competitive hiring process.

For purposes of this section, determinations as to whether a placement falls within a higher, lower or equivalent stand-alone classification or classification family will be based upon the top step of the new salary range in comparison with the top step of the old salary range.

8.7 Senior Operator-in-Charge

Senior Operator-in-Charge positions will be filled through a competitive recruitment process of all qualified Senior Operators. These positions may be designated as permanent or non-permanent, and such designation shall be made clear on the posting to fill the position. (No current SOIC positions/assignments will have their duration changed.) Non-permanent Senior Operator-in-Charge positions will be advertised every three years and allow for rotation of qualified employees to

provide development opportunities. Senior Operator-in-Charge positions are not subject to the Seniority Bid Process.

8.8 Seniority Bid Process - Operators

Definition:

A seniority bid process for job assignments in the Operator Series shall occur every three years within each Section. This process allows for movement between all Business Teams in the Operator Series based on Section business needs and Classification Family Seniority.

Implementation:

- The Seniority Bid Procedure shall be completed by March 31, 2023 and will take place every three (3) years thereafter.
- Employees who filled a vacancy through a competitive process in the 24 months prior to the bid process date of March 31 can request to be exempt from the process and remain in their current assignment. (This does not include employees who were hired, transferred or promoted from outside the Operator Classification Family within this 24)-month time frame.)
- Senior Operator-In-Charge positions are exempt from this process.
- Vashon Island positions are exempt from this process.

Selection Committee:

The committee shall be comprised of the Section Manager, two Management representatives, a representative of Local 925 and two Shop Stewards. The objective is to have equal Union and Management representation in the decision making process. Decisions will be based on:

- Business needs identified by the Section Manager (by January 1 of the applicable year). Business needs shall include but not be limited to the number and purpose of business teams, the number of Operators assigned to each business team, the mix of skill level (as determined by certifications held and standing in job progression) needed for each business team. In addition, assignment to the rotating shift crews will include consideration of the employee's record of attendance.
- Employee classification family seniority. Seniority preference shall not be bypassed for other than identifiable business needs.

- Disciplinary record of the employee for the preceding six months.
- In the event the Selection Committee fails to reach consensus, the final decision shall be made by the Section Manager and is subject to the Grievance Procedure.

Bid Selection:

- All employees in the Operator Classification Family shall fill out a Bid Preference Form and submit it to the Selection Committee Facilitator and be given a receipt confirming a form was submitted.
- Bid Preference Forms which are partially filled out or not turned in by the deadline, shall be considered incomplete by the Selection Committee.
- Bid preferences will be considered by the Selection Committee in order of classification family seniority as defined in Article 9 of this Appendix.

Selection Committee Process:

The Selection Committee shall use the following process when determining job assignments:

- Review the classification family seniority roster generated by the employer and verified by the Union.
- Consider an employee's preferences as indicated on the Bid Preference Form completed by each employee (by the bid process date of January 15 every three years, as described in Article 8.8 Implementation).
- Determine whether any incomplete forms have been submitted. Incomplete forms may result in the committee selecting the job assignment for that employee. Selections by the committee in these cases are not subject to the Grievance/Arbitration procedure.
- Confirm employee meets identified business needs.

If multiple employees meet these criteria, they are placed in order of classification family seniority (Management has discretion to keep a disciplined employee in their current job assignment).

- At the conclusion of the process, the Section Manager will notify employees of the job assignments.

Seniority Bid Process Time Line:

1 • **By November 1**

2 Section Manager selects the Facilitator for the Selection Committee.

3 • **By November 10, the Facilitator will:**

4 Notify Operations employees of the upcoming process and distribute bid preference
5 forms to the employees.

6 Schedule the Management business team meeting.

7 Notify the Union Business Representative of the need to select committee members.

8 Notify the Section Manager of the need to select committee members.

9 • **Before January 1**

10 Selection Committee is identified and the Seniority Bid Process meeting is scheduled.

11 The Union is requested to verify a classification family seniority roster for each
12 section.

13 Section Manager identifies business needs.

14 • **Before January 15**

15 Classification Family Seniority roster verification due from the Union.

16 Bid Preference forms due from the employees.

17 Facilitator will have current operations roster for the meeting.

18 • **Before January 24**

19 Seniority Bid Selection meeting will occur and job assignments for employees in the
20 Operator family classification will be determined.

21 • **Before January 31**

22 Section Manager will notify employees of job assignments.

23 • **By March 31**

24 Changes in job assignments will be completed.

25 **8.9 Layoffs**

26 In the event of a need for a reduction in force, the Employer will meet with the Union as far in
27 advance as possible to identify the reasons requiring the reduction and the number and classifications
28 and/or classification families of employees affected.

1 The Employer commits to provide training to affected regular employees that allows those
2 employees to compete for other available jobs. The Employer and the Union agree that these affected
3 employees shall be given preference for job openings within the bargaining unit for which they meet
4 the minimum qualifications. If layoffs are required, the least senior employee(s) within the affected
5 classification(s) shall be laid off on the basis of classification-family seniority, provided that those
6 employees remaining on the job are qualified to perform the work assigned.

7 Employees subject to layoff from one classification family shall be allowed to exercise their
8 retained classification family seniority rights in that other classification family. In such cases, the
9 employee will be assigned to the classification which s/he last occupied within the classification
10 family. The employee will be placed at the step of the new salary range which is closest to the salary
11 that the employee received before the bump. The rate of pay may not exceed the top step of the new
12 salary range.

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

14 **8.10 Recall**

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

17 To be eligible for recall, a laid-off employee must keep the Employer informed of their
18 current address and phone number. The Employer shall notify laid-off workers of recall by certified
19 letter. When offered re-employment from layoff, the employee must indicate acceptance and report
20 for work within 30 calendar days unless unusual circumstances prohibit return within that time
21 period.

22 Employees failing to respond and return in a timely manner shall be considered as tendering
23 their resignation from the Employer's employment.

24 **8.11 Temporary Hardship Assignments**

25 **A.** When an employee believes a hardship exists, the employee may contact their
26 supervisor in writing, explaining the hardship and the request, including estimated duration.

27 **B.** After receipt of the request, within fourteen (14) calendar days, the employee,
28 supervisor, the designated Union representative, and the section manager will meet to discuss the

request. The EAP coordinator will be used as a resource if necessary. All requests and discussions will remain confidential. After this meeting, the employee will be notified, in writing, within seven (7) calendar days of the decision. The section manager, supervisor and the designated Union representative will make the final decision.

C. Hardship assignments will be structured to assist the employee to move back into full work schedule availability, with an agreement between the employee, the immediate supervisor and the designation Union representative on a plan to return to their regular assignment.

D. This Section does not pertain to circumstances relating to ADA (Americans with Disabilities Act), medical accommodations, FML (Family Medical Leave) or time off for circumstances covered under the State of Washington Family Care Act.

Intent Statement

The intent of this Section is to define a hardship, its duration, and the process by which a request for a temporary hardship assignment may be approved.

Local 925 and King County recognize that employees occasionally have personal circumstances that make it difficult for them to perform their current assignment. This Section is designed to provide time for the employees to resolve their hardship and return to their regular work schedules and job assignments.

Interpretation

A hardship is a situation of less than one year duration that inhibits or makes it very difficult for an employee to fulfill current job responsibilities. Requests for a hardship assignment are to be considered temporary and the employee shall be available for all work schedules and job assignments when the hardship ends.

There are no specific criteria for granting hardship assignments. Approval is based on the specific circumstances of each request as determined by the supervisor, section manager, and the designated Union representative. The following factors are recommended for consideration:

- A limited amount of flexibility is available to assist in hardship cases and thus there are a limited number of transfers that could be granted at any one time.
- The expectation is that at the end of the agreed upon time frame, the employee shall

return to their original assignment (unless more recent bid process resulted in movement to a new assignment).

ARTICLE 9: SENIORITY

9.1 Classification Seniority

A. All regular employees shall accrue seniority from the date of hire in a regular position. All probationary employees completing the probationary period shall be credited with seniority retroactive to date of hire.

B. Seniority shall not accrue during leaves of absence without pay in excess of 30 calendar days, including family leave, except for leave due to active military duty or Union business.

C. If an employee moves from a temporary employment status in a bargaining unit position to regular employment status in a bargaining unit position with no break in service, the length of employment in temporary employment status will be included when establishing the seniority date(s).

D. Employees promoted from one classification to another shall retain seniority earned in the classification from which they were promoted, should they ever revert back to that classification family. Classification Family Seniority shall not transfer between classification families.

9.2 County-wide Seniority.

A. County-wide seniority is defined as the most recent period of continuous service as a regular employee with the Employer in any combination of positions/classifications.

B. The service date of regular employees who accept temporary assignments and subsequently return to their regular assignment shall not be adjusted, provided that there is no break in service with the County.

C. Previously accrued County-wide seniority shall be restored if the employee returns to County service within two years of the severed employment date, provided the employee left in good standing.

9.3 WTD-Wide Seniority. WTD-wide seniority is defined as the most recent length of

continuous service as a regular employee with the WTD in any combination of positions.

9.4 Classification Family Seniority. Classification family seniority is defined as the most recent length of continuous service as a regular employee within the WTD in a given job classification family.

ARTICLE 10: CORRECTIVE ACTION AND DISCIPLINE

10.1 Corrective Action Procedures - Teach, Lead and Coach

A. Teach Lead and Coach (TLC) is meant to address violations of rules of minor significance or unsatisfactory work performance that can normally be corrected through counseling or training. TLC is non-disciplinary, but if the employee's performance or behavior does not improve, TLC documentation can be used toward discipline.

B. In order to accomplish the goals set forth in the preamble, shop stewards, supervisors and managers developed a TLC Handbook which shall be an appendix to this Agreement. The LMC shall review this Handbook at least once during the life of this Agreement.

C. While the desired corrective action approach is, TLC, the procedure does not preclude moving directly to discipline depending on the severity of the situation.

10.2 Just Cause

No regular employee who has completed probation shall be disciplined except for just cause. A temporary or probationary employee is employed at will and may be terminated without recourse to CLA Article 26 Grievance Procedure.

10.3 Progressive Discipline

Discipline is meant to address violations of rules of major significance, continuing minor violations or continuing unsatisfactory work performance. The Employer and the Union agree with the principle of progressive discipline, which may include oral reprimands, written reprimands, suspension, demotion, salary reduction, discharge, or alternative forms of discipline mutually agreed upon.

10.4 Appropriate Level of Disciplinary Action

A. The type and level of disciplinary action will be determined by the nature and severity of the behavior and/or performance deficiency that led to the disciplinary action, as well as

the employee's past disciplinary record.

B. In accordance with the FLSA, FLSA exempt personnel are not subject to unpaid disciplinary suspensions except in increments of full workweeks, unless the infraction leading to the suspension is for a violation of a safety rule of major significance.

10.5 Equal Application of Rules

The Employer will make every effort to enforce rules in a fair and consistent manner.

10.6 Oral and Written Reprimands

Memos to document oral reprimands, and written reprimands, shall include the following information:

- The reason(s) for the reprimand
- The facts supporting the reprimand
- The form of reprimand being imposed
- The effective date(s) of the reprimand
- A clear statement as to follow-up needed (if any)
- Language advising the employee of the availability of Employee Assistance Programs (EAP) may be included in the notice

10.7 Pre-Disciplinary Procedures - Cases Affecting Pay Status

In all cases involving the potential for suspension without pay, discharge, demotion or salary reduction for disciplinary reasons, the Employer will provide the affected employee with written notice and an opportunity to respond in writing and/or in person.

The pre-disciplinary notice will include the following information:

- The reason for the proposed discipline
- The facts supporting the proposed discipline
- The form of discipline being considered
- The date, time and location of the pre-disciplinary hearing, or deadline for submission of written information that should be considered by the Employer in making a final disciplinary decision
- Language advising the employee of the availability of EAP may be included in the notice

10.8 Disciplinary Decisions Affecting Pay Status

Employees shall be provided with written notification of final disciplinary decisions within fourteen (14) calendar days following the pre-disciplinary hearing and/or deadline for submission of written responses/additional evidence.

The disciplinary letter shall include the following information:

- The reason(s) for the discipline
- The facts supporting the discipline
- The form of discipline being imposed
- A clear statement as to follow-up needed (if any)
- The effective date(s) of the discipline
- Statement as to the employee's right to appeal the discipline
- Language advising the employee of the availability of Employee Assistance Programs (EAP) may be included in the notice

10.9 Administrative Leave

The Employer has the right to place an employee on paid administrative leave, subject to the following conditions:

A. Purpose of Administrative Leave. The purpose of administrative leave is to remove an employee from the workplace during the pendency of an investigation and/or until discipline is imposed. Administrative leave is paid leave, and non-disciplinary in nature.

B. Reasons for Administrative Leave. Administrative leave will be used when the employer believes a compelling reason necessitates the employee's removal from the workplace (e.g., endanger the employee or others, disrupt the work environment, or interfere with an investigation, etc.).

C. Onset of Investigation. The Employer will make every effort to conduct and complete the investigation as quickly as possible after placing the employee on paid administrative leave.

D. Notice to Union. The Employer will notify a Union representative upon placing an employee on administrative leave. The employee may request Union representation at any time in

the investigative process.

10.10 Confirmation of Receipt

Employees shall provide a written acknowledgement of receipt of correspondence relating to corrective action and disciplinary matters. The employee's signature shall not be construed as an admission of guilt.

10.11 Conflict Resolution and Grievance Procedures

All discipline of regular employees shall be subject to CLA Article 26, Grievance Procedure. A temporary employee may be disciplined and discharged without recourse to CLA Article 26, Grievance Procedure.

10.12 Notice of Investigation

A. When the Employer determines it is necessary to investigate an employee(s) for potential misconduct, the employee(s) shall normally be informed of the need for such investigation within three (3) business days of the decision to proceed. The employee will be generally advised of the nature of the issue(s) and the estimated duration of the investigation. The Employer shall provide similar notice to the Union.

B. Notification may be deferred in unusual circumstances where it is possible that the investigation would be compromised as a result of providing the earlier notice.

10.13 Right to Union Representation

The parties recognize that employees have the right to have a Union representative present in any meeting where the employee has a reasonable belief that the discussion may lead to discipline.

The parties further agree that employees who are being interviewed as potential witnesses but are not the subject of investigation, will be permitted to have a Union representative present for the meeting.

ARTICLE 11: UNION REPRESENTATION AND ACTIVITIES

11.1 Union Representative

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

11.2 Shop Steward

The Union agrees to clearly identify all shop stewards and inform the County immediately of any changes in shop steward status. The Employer agrees to recognize employees appointed and identified by the Union as shop stewards. When contract administration business is conducted during working hours, the employee is responsible for clearing the time taken away from work with their supervisor. In January of each year, stewards will provide supervisors with the schedule of stewards/LMC meetings, which normally occur on the third Tuesday of each month between 0700 and 0900 for the LMC members and between 0915 and 1100 for the stewards. Stewards shall give written notice to supervisors about special union meetings at least one (1) week in advance or as soon as possible. Attendance at such meetings will not unduly be denied, but operating conditions may preclude the attendance of shop stewards.

ARTICLE 12: CLASSIFICATIONS AND RATES OF PAY

12.1 Rates of Pay

The classifications and rates of pay for all bargaining unit employees are listed in Addendum A of this Agreement. Overtime pay is excluded for the calculations of the hourly rate of pay.

12.2 Temporary Assignment to a Higher-Paying Classification

A. For acting assignments covered by Article 8.2, an employee temporarily assigned by his/her supervisor/designee to a higher-paying classification shall receive a salary adjustment to the step of the higher classification/assignment that provides an increase over the employee's regular rate equivalent to at least a one-step increase in the higher classification, for actual hours worked. Upgraded employees will assume the FLSA status of the upgraded position.

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

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

1 appointment/assignment, they shall accrue seniority in that classification from the first day they
2 accepted the appointment or was assigned to the higher classification.

3 **B. Compensation for persons filling in (relief) for an Operating Shift Supervisor:**

4 Group III certification. A Senior Operator with a Group III certification shall be upgraded to
5 the top step (Step 10 of Range 60) for Senior Operator-In-Charge. This differential recognizes that
6 this person is assuming the full scope of decision-making responsibilities and accountability for the
7 operation of the plant.

8 **12.3 Premium Pay for Training Responsibilities**

9 An employee assigned full time to the role of technical trainer or facilities services trainer
10 shall be paid the equivalent of Senior Operator-In-Charge.

11 **12.4 Shift Differential**

12 **12.4.1 Night Shift**

13 **(a) Non-Operations Straight Shifts** - In addition to the regularly established
14 hourly rates of pay shown in Addendum A, employees whose regularly assigned work ends between
15 8:01 p.m. and 10:00 a.m. shall receive a shift differential of one dollar (\$1.00) per hour for all
16 compensated hours. Employees temporarily assigned to such a shift are eligible for this one dollar
17 per hour shift differential for actual hours worked. This section shall not apply to salaried employees.

18 **(b) Operations Rotating Shifts** - Employees regularly assigned to operations
19 rotating shift shall receive, in addition to the rotating shift premium provided for in 13.4.2, a premium
20 of 7% their base hourly rate of pay for all hours worked on the nighttime shift portions of the rotating
21 shift. Employees temporarily assigned to the nighttime shift portion of the rotating shift shall receive
22 the 7% rotating shift premium for hours worked on the nighttime shift portions of the rotating shift.
23 This section shall not apply to salaried employees.

24 **12.4.2 Operations Rotating Shift.** In addition to the regularly established hourly
25 rates of pay shown in Addendum A, employees regularly assigned to operations rotating shift shall
26 receive a premium of one dollar and fifty cents (\$1.50) per hour for all compensated hours.
27 Employees temporarily assigned to a full rotating shift cycle shall receive the rotating shift premium
28 of one dollar and fifty cents per hour (\$1.50). This section shall not apply to salaried employees.

12.5 Standby Pay

A. Employees assigned to standby duty during time off shall receive four dollars and eighty nine cents (\$4.89) per hour for the actual hours assigned to standby duty, with a minimum of twelve (12) consecutive hours assigned. Each January 1st, the amount paid under this provision shall be increased in accordance with the general wage increase applying to wage rates in Addendum A of this Appendix.

B. To be eligible for standby pay employees need to respond when called or paged within fifteen minutes. If an employee assigned to standby cannot be reached and does not respond the employee shall not be eligible for standby pay from that time on for that shift. It shall be the standby employee's responsibility to notify Main Control in the event the employee becomes unavailable to respond during the standby assignment. Standby is a work assignment and not fulfilling a standby assignment is a performance issue.

C. Employees shall receive a minimum of seven (7) calendar days notice in writing prior to assignment on standby duty between April and October and a minimum of four (4) calendar days notice between November and March, except when emergencies interfere with such practice.

D. Employees called to work while on standby shall be paid the contractual overtime rate for actual time worked including the time required to travel from home to work location and return. Employees called in to work while on standby shall not receive standby pay during the period of time they receive time and one-half.

E. Salaried employees shall not be eligible for standby pay.

12.6 Call-in Pay

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

1 shall not be eligible for call-in pay.

2 When a call-in is cancelled, the minimum call-in pay (three hours paid at the contractual
3 overtime rate) shall apply unless the cancellation occurs more than four hours prior to the report time
4 for the call-in.

5 **12.6.1 Technical Call Out – See also CLA Article 33.**

6 A Technical Call Out (TCO) occurs when an employee is called to return to duty and
7 performs those duties via telephone, facsimile, computer, or similar electronic device that does not
8 require returning to a designated work site. Supervisors are responsible for determining whether an
9 employee is capable of responding electronically or if the employee needs to physically come into the
10 worksite. An employee responding (via telephone, computer, etc.) shall be compensated at the
11 contractual overtime rate of pay rounded up to the nearest 15-minute (quarter hour) segment. If the
12 employee is spending a brief period of time responding (“brief” being defined as less than ten
13 minutes), the employee would not be provided with compensation.

14 **12.7 Compensation for Meetings Held on Regular Day(s) Off (RDO) or When Required** 15 **to Return to Work to Attend a Meeting**

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

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

21 B. If the employee attends a meeting that lasts less than two (2) hours, they will
22 receive the minimum of two (2) hours at the contractual overtime rate..

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

25 D. This section shall not apply to salaried employees.

26 **12.8 Step Increases**

27 Step increases will be awarded annually to regular and temporary full-time employees after
28 completing twelve (12) months of continuous employment. Part-time employees shall be awarded

step increases on an equivalent hourly basis for all compensated hours.

12.9 Joint Salary Study

The parties agree to participate in a joint salary survey six (6) months prior to the expiration of the collective bargaining agreement. There shall be an equal number of members on the salary survey, sub bargaining committee, representing each of the parties to the agreement.

ARTICLE 13: HOURS OF WORK AND OVERTIME

13.1 Hours of Work

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

B. West Point, Brightwater and South Plant Operations rotating shifts are four (4) continuous days of two (2) eleven and seven tenths (11.7) hour day shifts and two (2) eleven and seven tenths (11.7) hour night shifts, followed by four (4) scheduled days off before starting a new rotation cycle. Management agrees to bargain the non-monetary effects of any changes to these schedules.

C. Brightwater operations rotating shift (type 2) are four (4) consecutive shifts of three (3) twelve (12) hour day shifts and one (1) twelve (12) hour night shift followed by four (4) scheduled days off before starting a new rotation cycle. The type 2 schedule may be supported by a standby operator on nights and weekends. On nights and weekends the N or D1 operator, respective will coordinate all callouts of operation and/or maintenance staff with the Brightwater Operations and/or Maintenance Supervisors.

D. Other innovative work schedules mutually agreed upon by the Employer and the Union may be utilized. Such agreement shall be confirmed in writing.

13.2 Meal and Rest Periods

A. Thirty (30) minute unpaid meal periods will be provided on the employee's time during each shift or workday. Unpaid lunch periods are intended to be uninterrupted time where employees are relieved from duty. However, all employees may be required to interrupt their break or meal periods if they are directed by their supervisors to respond to an operational emergency. If an employee feels that they are not being provided with an opportunity to have uninterrupted meal

periods, or that they are being required to remain on duty during their meal periods, they should escalate that matter to their assistant plant manager for resolution. If the interruption of a meal period results in additional time worked, rules concerning overtime may apply.

B. Employees on a Type 2 schedule Night Shift will receive a 30 minute paid meal period and will be required to remain on the premises during their meal period.

C. Fifteen (15) minute paid rest periods will be provided approximately midway through each one-half (1/2) shift. Employees assigned to a rotating shift greater than ten (10) hours per day will be provided with three (3) fifteen (15) minute paid rest periods during each shift.

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

E. For employees receiving paid meal periods and/or intermittent rest periods, this agreement specifically supersedes in total the State provisions regarding meal and rest periods for Employees, and as such, these employees do not receive a designated meal or rest period. Employees receiving a paid meal period will be entitled to meal and rest periods only as described in this agreement, and not those provided by State law.

13.3 Contractual Overtime (OT) and Compensatory Time (CT)

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

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

The Contractual Overtime Rate for each overtime hour worked shall be one and one-half (1-1/2) times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time

the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Paid benefit time and compensatory time does not count as time worked for purposes of overtime calculation. However, employees who work more than 40 hours in a workweek (FLSA workweek), will be eligible for overtime pay for all time worked beyond forty (40) in a workweek. Additionally, employees who are authorized to work outside their regular workday or regular workweek (starting before their regular start time, working beyond the end of their regular shift or on a regular day off) will be paid either overtime for such additional hours at the contractual overtime rate of pay or compensatory time at the rate of one and one-half (1-1/2) times the amount of overtime hours actually worked. Salaried employees shall not be eligible for overtime or compensatory time.

Examples:

- Employees who are authorized to work before or after their regularly scheduled hours of work are eligible for OT/CT, regardless if they had BT/CT during the workday.
- Employees who are authorized to work on their regular day off will be eligible for OT/CT, regardless if they had BT/CT during the workweek.
- Employees who work more than forty (40) hours in their workweek will be eligible for OT/CT.

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

The business teams, with approval of the plant manager, shall draft procedures for assigning overtime to an employee in a week in which that employee uses BT.

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

A. Compensatory Time. Accrued compensatory time shall be available for the employee's use for scheduled time off the job, subject to approval in advance.,. Compensatory time used does

not count as time worked. A current balance of compensatory time hours available will be shown on the biweekly pay stub. Employees may not use compensatory time until it is earned and is shown on the biweekly pay stub. All compensatory time must be used in the year in which it is accrued and will be cashed out in the pay period that includes December 31, unless a carryover into the next year, as described below, has been approved.

1. Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. However, Shift workers may request, and the department director/designee may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Requests to carry over compensatory time will not be unreasonably denied.
2. All compensatory time hours that have been approved for carry over must be used within the first quarter of the new calendar year, otherwise, they will be cashed out on March 31.

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

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

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

Employees shall be eligible to receive one-half (1/2) hour of compensated rest time for each

one (1) full hour of unscheduled overtime worked between the hours of 8:00 P.M. and 4:00 A.M.; or if the total number of hours worked (including their regular shift and overtime hours) equals or exceeds fourteen (14) continuous hours, when the employee is scheduled to work on the following day.

Employees may use compensated rest time to cover hours not worked the following day during their regularly scheduled shift. The employee must be scheduled to work the same or following calendar day to be eligible to earn or use compensated rest time. Compensated rest time is only available to cover regularly scheduled hours the same or following day; it may not be used for any other reason. Employees will not be able to bank, accrue, or be paid down compensated rest hours. Employees may be able to work their following entire work shift.

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

13.5 Distribution of Overtime

Each Business Team shall develop policies and procedures regarding the method(s) of offering and assigning overtime. Such policies shall be in writing and should address the following:

- Fair and equitable distribution to the degree practicable.
- Provide for adequate rest periods to ensure employee safety.
- Address business needs and qualifications needed.
- Address emergency circumstances.

A copy of the Business Team Overtime policy/procedure shall be forwarded to the WTD HR office and to the Local 925 office. However, in any instance where the Business Team has not developed written policies and procedures for the assignment of overtime, or where the overtime work spans multiple Business Teams, or where the overtime work pertains to a capital project, the Plant Manager shall have the discretion as to the manner and method by which such overtime shall be assigned.

13.6 Work Schedule Changes

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

1 employee's schedule may not be changed in isolated instances (for example, bringing an employee
2 off day shift to backfill for shift crew that night, or changing an employee's schedule one week from
3 Monday through Thursday to Tuesday through Friday in order to perform duties on Friday) solely for
4 the purpose of avoiding the payment of overtime, except as provided in Section 14.7. However,
5 nothing in this section shall prevent the change of an employee's regular schedule to another regular
6 schedule (subject to the 14-day notice requirement where applicable), including when the rationale
7 for doing so is to reduce or prevent instance of overtime.

8 As provided in Section 14.1, WTD management agrees to bargain over the non-monetary
9 effects to those schedules specifically described in Section 14.1

10 **13.7 Schedule Adjustment for Training**

11 **A. Mandatory Training.** Mandatory training shall be compensated as hours worked.
12 Such training must be scheduled during the employee's regular schedule, if possible, to avoid
13 overtime. Employees shall not be required to schedule adjust for mandatory training except when
14 required to avoid working over 14 hours in a 24-hour period. (Note: OIT training shall be
15 considered mandatory training for purposes of this section.)

16 **B. Training in Support of Career Advancement.** Employees who elect to pursue
17 advancement through job progression or the competitive bid process are encouraged to work with
18 their supervisor on a meaningful Individual Training and Development Plan (ITDP). While
19 compensation for training time may be approved, employees seeking advancement are expected to
20 attain any needed skills and knowledge through independent self study and attendance at training off
21 hours. Training time shall be compensated in compliance with the Fair Labor Standards Act (FLSA)
22 and state wage and hour legal requirements. Training time, not compensated under a legal
23 requirement, may be compensated when attended during regular work hours, if approved through the
24 request for training process. Approval for such paid training time will be granted or not granted in
25 consideration of budget, workload and relevance of the training to the employee's advancement goal.
26 Schedule adjustments may be approved to align paid training time with an employee's assigned work
27 hours. Overtime will not be granted for training unless approved by the Section Manager or required
28 under the FLSA.

C. Other Training. Compensation for time in training and costs of training, such as tuition, for career enhancement shall be granted in accordance with the WTD training policy.

13.8 Schedule Adjustment

With Supervisor approval, employees that work non-rotating shifts can temporarily request a schedule adjustment with fourteen (14) day notice to their supervisor.

Example:

An employee that normally works a 4-10s schedule M-Th can request to schedule adjust to either a 5-8s schedule M-F or a 4-10 schedule and shift their work week to Tu-F.

ARTICLE 14: BENEFIT TIME

14.1 General Description

The Benefit Time (BT) Program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. BT is the bank of time accrued for use during scheduled paid time off and unscheduled paid time off (excluding military leave, bereavement leave and jury duty). The program is designed to meet two primary goals. The first is to increase operating efficiency, and the second is to treat employees with dignity and respect.

Eligibility:

Full-time regular, part-time regular, provisional, probationary and term-limited temporary (TLT) employees shall accrue benefit time as specified in 14.4.

14.2 Principles

A. The Benefit Time Program is intended to provide a productive workplace where employees are encouraged to be healthy and regularly be at work.

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

C. Standards for BT usage will be developed and monitored by the Employer. These standards will recognize the diverse needs of the workplace and individual business team needs. The Employer will consult with the Union regarding these standards prior to implementation.

D. Problems regarding benefit time usage will be resolved in a positive manner

consistent with good coaching and conflict resolution principles.

E. The Labor/Management Committee is responsible for overseeing any refinements or improvements to the BT Program.

14.3 Guidelines

A. BT is to be used for holidays, vacations, prescheduled medical appointments, unexpected short-term absences, illnesses and injuries and donations, and absences to care for family members pursuant to federal/state law, and the County's Family Medical Leave Policy and this Agreement. The employee is responsible for managing the use of their paid time off.

B. In order to use BT, the hours used must have been accrued by the pay period preceding the absence.

C. Employees are required to submit requests and receive approval for scheduled time off as far in advance as possible to facilitate business team planning, but at least prior to the end of the previous shift/workday.

D. Employees are required to notify the Employer each day of any unscheduled absence.

E. All BT shall be coordinated with, and supplementary to, workers' compensation.

F. Except for salaried employees, employees who become ill or injured while at work shall be paid the applicable accrued benefit time for that portion of the shift that they are unable to complete.

G. As established in the BT Standards, employees unable to work because of any other personal emergency shall be allowed to use BT for any unworked but scheduled hours.

H. For purposes of leave administration with respect to protected leave notwithstanding, with County approval, Employees may be allowed to use up to 520 hours of BT in a single instance.

14.4 Benefit Time Accrual

The BT Program is built on the sum of vacation leave, sick leave, and holiday pay and is based on a bi-weekly accrual rate available to the employee as it is accumulated on a 2,080 hour year.

Benefit Time accrual shall be based upon County-wide seniority in accordance with the

following schedule:

Months of Service	Hourly Accrual Rate	Approximate Accruals		
		Days/Yr	Hrs/Yr	Hrs/Pay Period
0	0.146152	38	304	11.692
60	0.157692	41	328	12.615
96	0.161542	42	336	12.923
120	0.176922	46	368	14.154
192	0.180772	47	376	14.462
204	0.184612	48	384	14.769
216	0.188462	49	392	15.077
228	0.192312	50	400	15.385
240	0.196152	51	408	15.692
252	0.200002	52	416	16.000
264	0.203842	53	424	16.307
276	0.207692	54	432	16.615
288	0.211542	55	440	16.923
300	0.215382	56	448	17.231

There shall be no limit on the amount of BT accrued.

14.5 Donation of Benefit Time (BT) and/or Compensatory Time (CT)

Employees may donate BT to another comprehensive leave eligible employee in accordance with CLA Article 6.

14.6 Cashout

A. UPON RETIREMENT OR DEATH

Upon retirement from the County or death, an employee or their beneficiary, shall be paid for up to four-hundred eighty (480) hours of accrued benefit time (BT) at 100%.

All BT in excess of four hundred and eighty (480) hours shall be cashed out at 35% upon retirement

Retirement means an employee is eligible, applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon terminating employment.

B. UPON SEPARATION

An employee, upon separation with the County, shall be paid for up to four-hundred eighty

(480) hours of accrued benefit time (BT) at 100%.

If an employee resigns without giving two weeks notice, the employee will forfeit thirty-three percent (33%) of his or her accrued BT for that calendar year. They will be paid one-hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

If an employee leaves the Employer after working less than six (6) months, the employee will forfeit sixty percent (60%) of his or her accrued BT. He or she will then be paid 40% of their accrued BT at his or her regular rate of pay.

If the employee is terminated for just cause, the employee will forfeit thirty-three percent (33%) of their accrued BT for that calendar year. They will be paid one hundred percent (100%) of the remaining hours up to a maximum of 480 hours.

14.7 Holidays

Employees are expected to manage their use of BT to cover paid time off for holidays. If a new employee does not have accrued BT to cover a holiday because it is too close to his or her hire date, the employee's next paycheck will be short by the hours that his or her BT bank does not cover.

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

- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday (also known as President's Day)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

• Day before or after Christmas Day (as scheduling requires for non-shift workers; shift workers will observe the day before Christmas as the holiday).

Holidays will be on the actual day of the holiday for shift crews and on the day King County observes the holiday for employees whose workdays are between Monday and Friday, inclusive. Shift employees required to work on Christmas Eve will be paid at the contractual overtime rate for all hours worked.

14.8 Holiday Shift Changes

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

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

14.8.1 Holidays for Laboratory Employees

Laboratory employees working a weekend rotating shift will observe the actual holiday. Laboratory employees working a Monday through Friday shift will follow the observed holiday schedule. Employees shall not observe a holiday more than once. For example, an employee working Monday through Friday who then works the weekend shift shall be considered to be working the weekend and therefore shall observe a Saturday holiday on the actual day (Saturday).

14.9 Benefit Time Scheduling

Benefit Time requests submitted between January 15 and February 7 of each year shall be considered for approval in order of WTD-Wide seniority for the following 52 weeks beginning February 8.

BT requests made between January 15 and February 7 shall be approved or disapproved by February 21. Benefit Time requests submitted on or after February 8 each year shall be given preference in the order received. All Benefit Time requests shall be approved or disapproved within a 14 calendar day period.

1 **14.10** Management commits to SEIU participation in a BT Standards Committee which will
2 update and modify relevant sections (BT-related) of the current Workforce Standards.

3 **ARTICLE 15: JOB PROGRESSION**

4 **15.1 Purpose And Intent**

5 The Employer and the Union agree to maintain a job progression system that provides
6 employees the opportunity to be reclassified from one level to the next higher level of the following
7 classification families. Employees who are in a job progression classification may progress to the
8 next higher classification level within the classification family provided they have successfully
9 completed probation and meet the requirements for advancement.

- 10 • Operator-in-Training to Wastewater Treatment Operator to Wastewater Treatment
11 Senior Operator
- 12 • Industrial Maintenance Mechanic to Industrial Maintenance Master Mechanic
- 13 • Inventory Purchasing Specialist I to Inventory Purchasing Specialist II
- 14 • Gardener to Senior Gardener
- 15 • Utility Worker 1 to Utility Worker 2

16 Advancement will be based upon the employee (advancement candidate) meeting specific
17 criteria, which demonstrates that the employee possesses the knowledge, skills and abilities to
18 perform the full scope of duties required at the higher level. The Process Lab Specialist, Process
19 Engineers, and Process Analyst classification families will maintain their existing job progression
20 criteria.

21 The goals of the Job Progression Program are to provide covered employees in certain job
22 classification families with the opportunity for career growth, to meet the Wastewater Treatment
23 Division's future workforce needs and to support King County's policy of providing employees with
24 internal career growth opportunities.

25 Employees participating in the program are expected to demonstrate initiative in seeking the
26 training, work experiences and assignments needed to develop the skills needed to advance.
27 Employees are encouraged to use supervisory feedback, the quarterly performance meetings, the
28 annual performance evaluation process and the annual Individual Training and Development Plans as

tools to support their efforts to advance through job progression. Employees will be expected to take advantage of employer provided training as well as pursue self study and training on their own to achieve advancement.

15.2 Job Progression Wage Structure

Progression candidates may apply for advancement to an annually convened review board after successful completion of their probationary period or having completed one regular annual performance appraisal period with an above standard rating (3.6667 to 4.333). Upon recommendation for advancement from the review board, the advancement candidate will advance to the step in the higher classification that provides a one step increase (approximately 5%) over their former pay step on the first of the pay period following the board's recommendation.

15.3 Progression Criteria

An employee who has successfully passed probation in a classification that provides for progression to the next higher classification can progress from any pay step upon recommendation of a review board established for the purpose of evaluating employee readiness to perform at the higher level. The review board will meet annually and determine the following:

1. Whether the candidate possesses the certifications and licenses required at the higher classification level;
2. Whether the candidate has completed all required training;
3. Whether the candidate has achieved an above standard rating (3.6667 to 4.333) on their last performance evaluation or probationary evaluation; and has successfully completed any/all formal performance improvement plans;
4. Whether the candidate has sufficient experience at the established level in critical areas and under critical circumstances to demonstrate competent performance at the higher level classification;
5. Whether the candidate has passed, at the established level, any required knowledge, skills, general competency and/or specific technical proficiency tests;
6. Whether the candidate has been free of discipline for a minimum of one year and all disciplinary issues are resolved to the satisfaction of the Review Board.

15.4 Job Progression Timeline

Applications for Job progression should be made by November 30th. The Division commits to publishing the timeline for job progression. The timeline will be published no later than six weeks after closing the application process.

15.5 Job Progression Portfolio

A job progression candidate's portfolio should contain information supporting the candidates qualifications to progress. The portfolio may contain documents such as certificates or work orders that indicate the candidate's ability to perform at the higher classification. Information provided in the portfolio can come from any experience a candidate has had before or during being employed by King County. A portfolio may also contain documents that support a candidate's leadership or ability to work in adverse conditions.

15.6 Operator-In-Training

Job Progression is mandatory for the Operator-In-Training (OIT) classification. OIT's who fail to meet the requirements for advancement to Wastewater Treatment Operator, within two years of appointment, shall be eligible to fill an open bargaining unit position, for which they qualify, at the same or lower pay range or shall be terminated.

It is understood by the parties that this provision shall not serve as setting a precedent for other classifications in the bargaining unit.

The purpose of the Operator-In-Training (OIT) classification is to provide an entry-level classification in the Operator Classification Family for individuals lacking the experience and certification to qualify for entry into the Operator classification. The goal is to train the incumbents so as to allow them to develop the proficiencies to perform at the Operator classification and to concurrently compensate them at the level for which they are qualified.

Under normal circumstances, new OITs are hired into the day operations group. Once hired, the OIT and their supervisor will develop a training plan which will be used in scheduling training and which will be focused upon providing the employee with basic operating skills and a basic understanding of the plant. While in day operations, they will provide operations support under the supervision of Operators and Senior Operators, which will provide some training opportunities.

1 While it is possible to learn some aspects of operations while on days, it is necessary that an
2 OIT be assigned to shift for training purposes, as this is the only way to become knowledgeable about
3 the interrelations between different treatment processes and familiar with the idiosyncrasies of the
4 plant over various weather/season conditions.

5 A major goal of the organization is to progress OITs to the Operator classification and
6 increase their skills as an Operator once they do so, in as timely a manner as possible commensurate
7 with their skills and within the limits of the business need. In order to do this, it is important that the
8 OIT work with their Supervisor to identify training opportunities that further this goal with the
9 recognition that compensation will progress in accordance with the employee's movement through
10 each classification of the family.

11 In order to be effectively trained, it is important that the new OIT receive one-on-one training
12 for a period of time; however, it is expected that s/he will be given greater responsibility to work an
13 area over time. Following is a proposed set of standards for determining when an OIT will be
14 allowed to work in an area under general supervision.

15 1. When the OIT is assigned to shift, s/he will work with their Supervisor to develop a
16 training plan, including which plant area s/he will be learning.

17 2. Until the OIT has successfully completed the supervisor's training plan for the
18 area, and has been assessed as competent to perform in the area, s/he will not be assigned to an area
19 alone. If it is normally a two (2) person area, the second person must be a fully qualified
20 Operator/Senior Operator and a routine check-in must be maintained with the OIT having clear
21 instructions regarding contacting either the other Operator/Senior Operator or their Supervisor if
22 there are any situations outside their training. In this case, a qualified Operator/Senior Operator will
23 be dispatched to the area to work with the OIT and to provide training as to how to deal with the new
24 situation.

25 3. At no time will two OITs be assigned to work in the same area unless it is under the
26 direct supervision of an Operator/Senior Operator.

27 4. Once an OIT has been trained and assessed as competent in an area, s/he may be
28 assigned to work that area under general supervision; however, it is expected that s/he continues to

1 contact their Supervisor, who will dispatch a qualified Operator/Senior Operator when situations
2 outside their experience occur to assist him/her to learn how to deal with them. Such interactions will
3 be documented in the area log.

4 5. While assigned to the crew in a training mode, the OITs will not be used as an
5 excuse to allow additional crew members to take time off. The OIT is not to be assigned to operate
6 an area without direct or close indirect supervision until they have been trained and assessed as
7 competent in the area.

8 6. In the event that the Supervisor has determined the crew size has dropped below
9 the level required for safer operation of the plant, an OIT may be used to operate an area for which
10 they have been trained and assessed as competent without requiring the call in of an Operator. In this
11 circumstance, the Supervisor will assign, in writing, an upgrade subject to Article 12.2 of this
12 Appendix.

13 7. Once an OIT has been trained and assessed as competent in an area and has worked
14 the area on shift for a period of six months (from the date of competency) to gain proficiency, s/he
15 will normally be returned to day operations. In the event management has a legitimate business need
16 to retain the area competent OIT beyond the timeframes specified herein, the issue shall be referred to
17 the LMC for review and discussion, to ensure that the training needs of other OITs are not negatively
18 impacted.

19 **Definitions:**

20 1. Direct Supervision - An employee shall be considered as working under direct supervision
21 when working alongside or in the immediate vicinity of another employee who has been assigned
22 responsibility for training the lower level employee.

23 2. Close Indirect Supervision - An employee shall be considered as working under close
24 indirect supervision when a higher level employee is assigned primary responsibility for the area or
25 tasks and is present in the general work area of the trainee.

26 3. General Supervision - An employee shall be considered as working under general
27 supervision when working independently with a minimal level of supervision that is typical of a
28 journey or higher level employee.

15.7 The Review Board

The Review Board will convene annually to review all applications for Job Progression advancement. The Board will consist of members of the management team, human resources, supervisors of the candidates, subject matter experts from the management and bargaining unit ranks as selected by management and two organizational union representatives from SEIU 925. The Review Board will have established protocols for evaluating whether each candidate for advancement possess the knowledge, skills and abilities needed to perform the full scope of duties of the higher classification for which they are seeking to advance.

15.8 Oversight and Union Involvement

The Employer and the Union agree to support the job progression program by assisting employees in acquiring achieving the knowledge, skills and abilities to perform, by encouraging employee initiative and by constructively identifying barriers and working together through a continuous improvement approach. The Labor Management Committee will serve in an oversight capacity, regularly reviewing program progress through supervisor and employee reports, employee training and development data, consultant recommendations and program work plans.

The Employer and Union agree to use the Labor Management Committee forum to resolve issues and engage in problem solving discussions regarding the administration, implementation and maintenance of the program, set program goals and collaborate on communications. Management will have the final decision for which candidates progress.

15.9 Operator in Training Program

The parties agree to pilot the new OIT program that is jointly developed in LMC as described in Attachment 1.

ARTICLE 16: BENEFITS

16.1 Retirement

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

16.2 Workers' Compensation

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

4 **B.** In addition to the compensation benefits accruing to employees under state
5 industrial insurance laws, or in addition to the compensation earned for alternative work, an
6 employee may use their accrued BT or SL to supplement the workers' compensation payment. An
7 employee will not receive compensation in excess of what the employee would normally receive in
8 net take-home pay. Any overpayment must be returned to the Employer. Net take-home pay will be
9 calculated based on the employee's hourly wage at the time of injury times 80 hours minus
10 mandatory deductions.

11 **C.** Employees who become injured while at work shall be paid at their base hourly
12 rate of pay for the remaining portion of the shift that they are unable to complete.

13 **D.** Employees who miss work due to on-the-job injuries will continue to accrue
14 Benefit Time on straight-time hours of work lost, for a maximum of 60 workdays missed during each
15 calendar year.

16 **E.** While on workers' compensation, the employee must do the following:

17 **1.** Notify the Employer's Workers' Compensation Office if unavailable for
18 more than 24 hours during a regular workweek, from Monday through Friday.

19 **2.** Inform the Employer's Workers' Compensation Office, in writing, of other
20 employment or compensation received while being paid workers' compensation.

21 **3.** Respond or be available for medical treatment, medical examination,
22 vocational rehabilitation, consultation, or services. If records indicate two "no shows" for scheduled
23 medical or vocational services, the Employer may request suspension of benefits.

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

26 **5.** Maintain eligibility for workers' compensation under state regulations.

27 **6.** Attend all meetings and independent medical examinations scheduled by
28 the workers' compensation staff or the employee's division concerning the employee's status or

claim when properly notified at least 24 hours in advance of such meeting or examination unless other medical treatment is scheduled on the same date which conflicts with the Employer's scheduling.

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

16.3 'Home Free' Guarantee

Employees shall be eligible for benefits under King County's Home Free Guarantee program, as amended.

16.4 Executive Leave

FLSA exempt employees with satisfactory performance evaluations for the preceding calendar year who are covered by this Agreement shall receive three days of Executive Leave per calendar year. Executive Leave up to seven additional days per year, as provided in Executive Policy 8-1-2, may be granted at the discretion of the Employer.

16.5 Training

WTD is committed to supporting the career development of its employees. To that end, WTD has developed a policy which provides opportunities for employees to receive compensation and/or reimbursement for job-related and career-related training. The Employer reserves the exclusive right to develop and administer the WTD training policy in accordance with business needs and available training resources (consistent with the terms of this Appendix). However, prior to making any changes in the WTD training policies, the Employer will consult with the Union at the parties' Labor Management Committee meetings to discuss with, and receive input from, the Union on such changes.

16.6 Meal Reimbursement

1. Regularly Scheduled Workday. Employees shall be eligible to receive a meal premium pursuant to the established "dinner rate" under the following conditions:

a. the employee is required to work two or more hours beyond the number of hours the employee is regularly scheduled to work in a day; and

b. the employee works at least ten consecutive hours; and

c. the employee is not notified of the requirement to work the extra hours prior to the calendar day the extra hours are worked.

2. Regular Day Off. Anytime an employee is called in (unscheduled) on a regular day off and works more than ten consecutive hours, the employee shall be entitled to a meal reimbursement (except when that employee is called in to work a rotating shift).

ARTICLE 17: LEAVES OF ABSENCE WITH AND WITHOUT PAY

17.1 Leaves of Absence With Pay

Subpoena. An employee subpoenaed may be allowed the necessary leave with pay not to exceed forty (40) hours per week. The employee should notify their supervisor immediately upon receiving notification of the subpoena. Any payment for travel expenses will be reimbursed to the employee. The employee shall make every effort to report to work in case of early excusal. This section does not apply when the employee is a plaintiff or defendant.

17.2 Return from Leave of Absence

Employees wanting to return from a medical leave of absence, or who need to extend the leave of absence beyond the original return date, must provide an acceptable medical release from their attending health care provider. Absent a release from the employee's health care provider; the employee may be required to be examined by a physician of the Employer's choice at the Employer's cost to determine the employee's right to either a continuing leave or return to work status. Disputes concerning an employee's own medical leave are subject to provisions of King County Policy PER 22-4-2 (AEP) Disability Accommodation in Employment, as amended.

Employees will be re-employed in their former classification at the end of the leave, provided the employee is able to perform the essential functions of their position either with or without reasonable accommodation. Seniority and Benefit Time accrual rates based upon seniority established at the time of departure on leave of absence shall be restored when the employee returns to work. No seniority or benefits will accrue while on a leave of absence without pay in excess of thirty (30) calendar days except as provided in this Appendix. In the case of Union business, employees granted leave will continue to earn seniority.

ARTICLE 18: SAFETY STANDARDS

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

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

9 **ARTICLE 19: SPECIAL CONDITIONS**

10 **19.1 Prior Ongoing Permanent Savings**

11 In order to memorialize the gainsharing distribution for ongoing permanent savings to the
12 wastewater program achieved under a prior collective bargaining agreement, a permanent adjustment
13 for past productivity gains will continue to be added to the base hourly pay rate for all employees in
14 the bargaining unit prior to October 18, 2008. This amount shall be adjusted for General Wage
15 Increase (GWI) as adjusted in Addendum A.

16 **19.2 License and Tuition Reimbursement**

17 Employees required to have special licenses and/or required to attend seminars/outside
18 courses of study that relate to business needs and are approved in advance will be reimbursed. 19.3

19 **Professional Licenses and Certifications**

20 Employees in the classifications and possessing the licenses listed below shall receive a \$50-
21 per-month premium for each such license/certification as follows:

- 22 a. Boiler license for all Operators regularly assigned to the rotating shift at West
23 Point;
- 24 b. Commercial Drivers License
- 25 c. Collections certificate for all operations and maintenance staff regularly assigned to
26 an off-site team);
- 27 d. Mobile crane operator or
- 28 e. Group IV Operator license for the Operator classification and Process

1 classifications

2 f. Backflow Assembly Tester certificate

3 g. Electrician (01) License

4 h. Pest Control (PCO General) for Utility Worker II and Senior Gardener

5 classifications.

6 The number of employees eligible for a premium under this section will be limited by
7 management according to business needs. Management will identify the maximum number of
8 employees eligible by classification and/or Business Team in a list provided to the union and the
9 Certification Pay Administrator on an annual basis not later than December 31, for the following
10 calendar year.

11 There are no automatic renewals for certification pay. The effective date for premium pay
12 shall be prospective from the date that the request is submitted by the employee to the WTD
13 Certification Pay Administrator, regardless of the date certified or recertified. The current
14 Certification Pay Administrator is WTD Payroll; if there are any changes to the process, WTD shall
15 notify employees and the Union. No retroactive payments will be made for failure to provide
16 documentation. WTD Additionally, it is the express responsibility of the employee that their
17 certification records are kept current. If during periodic reviews, it is discovered that the employee no
18 longer qualifies for their monthly premium, steps will be taken to collect the overpayment.

19 **19.4 Shoe Allowance**

20 An employee who is required to wear safety shoes as a regular part of their duties will be
21 provided safety shoes through a voucher process with a yearly limit of \$200.

22 **19.5 Job Descriptions**

23 A joint task force of the Employer and Union shall review, change, and/or develop new job
24 descriptions as necessary for the classifications listed in Appendix A of this Agreement.

25 **19.6 Personnel Files**

26 The employee or their representative (if the employee so authorizes in writing) may examine
27 the employee's personnel files, including the division personnel file and the permanent personnel file
28 by contacting WTD Human Resources staff. Only appropriate information shall be maintained in an

1 employee's personnel file.

2 Employees may request that a document be removed from their personnel file in accordance
3 with division established procedures and applicable policy.

4 **19.7 Performance Evaluation/Development Review**

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

8 The Employer and the Union shall jointly develop the performance evaluation/development
9 system to be used. The Employer will provide training on the appropriate use of the performance
10 evaluation/development review process.

11 Employee's performance shall be evaluated once per year. A copy of the final evaluation will
12 be provided to the employee, and a copy will be placed in the employee's permanent personnel file.
13 The employee will be given an opportunity within 30 calendar days of the evaluation to attach
14 comments to the evaluation in the personnel file.

15 An employee may appeal the evaluation to the Section Manager if the employee disagrees
16 with the ratings.

17 **19.8 Legal Counsel**

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

23 **19.9 Drug and Alcohol Testing Policy**

24 The parties have agreed to implement the "Policy for King County Prohibited Drug Use and
25 Alcohol Misuse Education and Testing Program" (PER 15-1-2 Non-Safety Sensitive Employees and
26 PER 15-2-2 Safety Sensitive Employees hereinafter, "Drug and Alcohol Testing Policies"), as
27 amended, for employee's occupying non-safety sensitive and safety sensitive positions with the
28 following modifications or additions:

1 A. All bargaining unit employees assigned to safety sensitive positions shall be
2 included in a single random testing pool of County employees (i.e., A bargaining unit member
3 receiving compensation for carrying a commercial license (CDL).

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

7 C. When available, a second supervisor will observe a reasonable suspicion test and
8 complete related forms in accordance with the Drug and Alcohol Policies. For additional
9 information, review the King County Drug Use and Alcohol Misuse Education and Testing Program
10 Policies Handbook.

11 **19.10 Job Shadow**

12 Employees may be permitted to “Job Shadow” on a voluntary basis. Job Shadowing shall be
13 conducted during off duty time and without compensation. The off-duty employee shall be permitted
14 to observe only and may not perform work of any kind. Job shadowing must be approved in advance
15 by the Supervisor of the affected area. Such approval shall be in writing with copies forwarded to
16 WTD-HR, and the Union.

17 Injuries sustained during a job shadow activity are not subject to worker’s compensation.

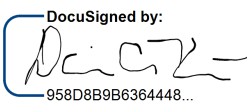
18 Job shadow participants will be required to observe all safety rules and wear appropriate
19 personal protective clothing/equipment.

20 In the event that emergency circumstances arise while an off duty employee is engaged in a
21 job shadow activity and the assistance of the off-duty employee is required, the employee will be paid
22 at their base hourly rate or overtime rate, whichever is applicable.

23 **19.11 Vashon Island**

24 Residence on Vashon Island may be required, as a condition of employment, for positions
25 located at the Vashon Island Wastewater Treatment Plant. Employees who transfer to the Vashon
26 Island Treatment Facility will be given a reasonable amount of time to establish residency on Vashon
27 Island, if it is required.

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4 Damian Kent
5 Lead Negotiator

6 Service Employees International Union, Local 925:

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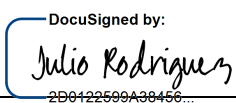
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16 Andrew Hanke
17 Lead Bargaining Unit Negotiator

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19 Service Employees International Union, Local 925:

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23 Julio Rodriguez
24 Bargaining Unit Negotiator

25 Service Employees International Union, Local 925:

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Curtis Steinke
Bargaining Unit Negotiator

King County Office of Labor Relations:

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David S. Levin

Senior Labor Negotiator

ADDENDUM A**WAGE RATES****A. Classifications and Rates of Pay**

The classifications covered under this Agreement shall be compensated on the County's Squared Salary Table on the ranges set forth below:

cba Code: 011**Union Code: A2**

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
9440300	942402	Crew Chief	53	2-4-6-8-10
9101100	912103	Custodian	37	2-4-6-8-10
9101000	912001	Custodian - Assistant	26	2-4-6-8-10
9200100	921101	Gardener	43	2-4-6-8-10
9200200	921201	Gardener - Senior	48	2-4-6-8-10
7540700	954000	Helper (Seasonal)	30	2-4-6-8-10
8423100	844101	Industrial Engine Mechanic	55	2-4-6-8-10
8301100	831101	Industrial Instrument Technician	57	8-10
8301200	831201	Industrial Instrument/Electrical Technician - Lead	61	10
8424100	844201	Industrial Lubrication Systems Specialist	51	2-4-6-8-10
8421100	842401	Industrial Machinist	55	2-4-6-8-10
8421200	842501	Industrial Machinist/Mechanic - Lead	59	10
8203100	822201	Industrial Maintenance Electrician	57	8-10
8420200	842201	Industrial Maintenance Mechanic	51	4-6-8-10
8420300	842301	Industrial Maintenance Mechanic - Master	55	2-4-6-8-10
8420100	842101	Industrial Maintenance Worker	42	6-8-10
8106100	812104	Industrial Painter	51	2-4-6-8-10
2211100	221503	Inventory Purchasing Specialist I	42	1-2-4-6-8-10
2211200	221606	Inventory Purchasing Specialist II	46	2-4-6-8-10
2211300	221705	Inventory Purchasing Specialist III	49	10
7532100	754301	Process Laboratory Specialist I	48	2-4-6-8-10
7532200	754401	Process Laboratory Specialist II	52	2-4-6-8-10
7532300	754501	Process Laboratory Specialist III	56	2-4-6-8-10

International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks)

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Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range (on Square Table)	Steps on Square Table
2334100	234102	Safety and Health Administrator I	43	2-4-6-8-10
2334200	234201	Safety and Health Administrator II	48	2-4-6-8-10
2334300	234301	Safety and Health Administrator III	54	2-4-6-8-10
2334400	234405	Safety and Health Administrator IV	63	2-4-6-8-10
7120100	713102	Wastewater Process Analyst I	54	2-4-6-8-10
7120200	713202	Wastewater Process Analyst II	59	2-4-6-8-10
7120300	713301	Wastewater Process Analyst III	64	2-4-6-8-10
7130100	711204	Wastewater Process Engineer I	57	2-4-6-8-10
7130200	711303	Wastewater Process Engineer II	66	2-4-6-8-10
7130300	711404	Wastewater Process Engineer III	70	2-4-6-8-10
2334700	234801	Wastewater Safety Administrator	63	2-4-6-8-10
2334800	234901	Wastewater Safety Technician	48	2-4-6-8-10
4210100	421309	Wastewater Support Specialist	43	1-2-4-6-8-10
7540200	756202	Wastewater Treatment Operator	51	1-2-4-6-8-10
7540300	753602	Wastewater Treatment Operator - Senior	55	2-4-6-8-10
7540400	756402	Wastewater Treatment Operator - Senior in Charge	60	9
7540100	756101	Wastewater Treatment Operator-in-Training	38	6-8-10
7540600	756601	Wastewater Treatment Utility Worker I	37	2-4-6-8-10
7540900	756902	Wastewater Treatment Utility Worker II	43	2-4-6-8-10

ADDENDUM B

WTD SEIU 925 Operator in Training Program

The Wastewater Treatment Division (WTD) and the Service Employees International Union (SEIU), Local 925 recognizes the need for recruiting diverse candidates for the Wastewater Operator classification. It is recognized that the WTD has critical staffing needs for experienced and technically proficient Wastewater Treatment Plant Operators (WWTPO).

In an effort to prepare for succession planning and to share the knowledge held by long term employees, an Operator in Training Program (OITP) has been established. The anticipated benefits for this program will expand workforce diversity, candidate pool and opportunities for current staff while maintaining a limit on approved full time equivalents (FTE's).

Additional benefits to WTD would include savings in recruiting and selection process for future operator positions and reductions in time to fill positions.

King County WTD will implement the current contract language as follows as it relates to the OITP, for new temporary employees and existing employees wishing to avail themselves of the OITP opportunity.

1. Management will recruit candidates, focusing on diversity, non-traditional candidates and veterans to meet Equity and Social Justice (ESJ) goals.
2. Recruitment and selection will include demonstration of aptitude and interest in wastewater treatment operations career, including the ability to work any shift schedule at any WTD location. A shift or location change will be subject to two week's advanced notification. All attempts will be made to identify location assignments with as much advanced notice as possible. Current career service employees represented by SEIU 925 who express an interest and aptitude for the OIT classification will be given an opportunity to apply for a special duty assignment. Internal candidates placed in the OITP would be subject to the same requirements to work any shift on any operations team at any WTD location for the duration of the assignment. With any new call for applicants within this OITP, a running total of three special duty assignments will be available to fill with internal candidates at any one time.
3. Short Term Temporary – OIT – Utility Worker (STT-UW)
 - a. Management will establish positions for short-term temporary Utility Workers (STT-UW) which will be represented by SEIU, Local 925.
 - b. The OITP STT-UW will be hired at range 37, step 2 (entry)
 - c. The STT-UW employees will be limited up to 6 months of full-time employment (960 hours), they will not be members of the King County Career Service, and will be considered as hired in "at will" status.
 - d. The STT-UW may be released at any time during the OITP. The STT employees may not grieve or appeal discharge or discipline under the collective bargaining agreement.
 - e. Career service employees assigned to special duty in the OITP will be compensated consistent with Article 8.6 of the Appendix.

- f. A special duty assignment in the OITP may be revoked at any time at the discretion of the Section Manager, and employees may not grieve or appeal the decision to return them to their regular position.

4. OITP STT-UW Training and Schedule Plan:

- a. Participate in a minimum of 4 weeks of initial basic training (Boot Camp) including WTD orientation, Safety, and classroom training for basic wastewater operations on-the-job training (in a day operations status with technical trainers or under Day Operations supervision).
- b. The focus of the initial training will provide material and experiences that will assist the STT-UW in qualifying for Washington Department of Ecology (WDOE) certification as operator-in-training (WWTP-OIT).
- c. Any time after Boot Camp or a minimum of 4 weeks as an STT-UW, individuals in this program should expect to rotate for additional training within shifts and other operations groups (Day Operations, Offsite, etc.).
- d. Achieving the WDOE WWTP-OIT certification is required within 6 months of hire.
- e. If the OITP STT-UW is unable to obtain certification within 6 months, the OITP STT-UW will be released with no rights to the appeal or grievance process.
- f. A career service employee participating in the program who is unable to obtain certification within 6 months will be returned to their regular classification.

5. Term-Limited Temporary – OIT

- a. If the OITP STT-UW employee obtains the WWTP-OIT certification, receives a “meets Standards” rating on their first Performance Appraisal the employee will be directly hired to a term-limited temporary Operator in Training (TLT-OIT) the first pay period after 10 weeks.
- b. Wage placement upon transition to TLT-OIT will be range 38, step 6 which is the entry level salary.
- c. The TLT-OIT employee may be moved to any shift or location (South Plant, West Point, BW, Offsite, Day Ops etc.) for the duration of their TLT assignment. A shift or location change will be subject to two week’s advanced notification. All attempts will be made to identify location assignments with as much advanced notice as possible.
- d. The TLT-OIT may be released at any time during the OITP. TLT-OIT employees may not grieve or appeal discharge or discipline under the collective bargaining agreement.
- e. A career service employee on special assignment in a TLT-OIT assignment may be moved to any shift or location for the duration of the TLT assignment. A special duty assignment in the OITP may be revoked at any time at the discretion of the Section Manager and employees may not grieve or appeal the decision to return them to their regular position.
- f. TLT-OIT will receive annual performance feedback and be eligible for discretionary step increase on their anniversary date.

6. Advancement of TLT-OIT

- a. The term for the TLT-OIT will be established for up to two years during which time the OIT is expected to obtain WA DOE Operator Group I certification.

- b. If the TLT-OIT employee cannot obtain Group 1 certification within 2 years, the TLT will be released with no rights to the appeal or grievance process. A career service employee participating in the program who cannot obtain Group 1 certification within 2 years, will be returned to their regular classification.
- c. Subsequent to the attainment of the WWTPPO I license, the TLT-OIT will be encouraged and eligible to apply for any Operator vacancy within the division. Protocol for consideration will be:
 - i. Contract language regarding seniority for transfer placement
 - ii. Internal competitive, including TLT-OITs reassignment and/or review and placement
 - iii. Application and placement in other positions and classifications will be pursuant to contract language
- d. A TLT will not be used to backfill any career services position (see exception in Section #8).
- e. If an Operator vacancy is advertised as an opening for an OIT, candidates in this program with TLT-OIT status and a WWTPPO-OIT certification or higher may apply. If they accept the position, they are out of the OIT Training Program and become a Career Services OIT. (See Article 16, Job Progression, Section 15.6 Operator-in-Training.)
- f. A TLT-OIT may be released at any time during the OITP. TLT employees may not grieve or appeal discharge or discipline under the collective bargaining agreement.

7. Limit of TLT-OIT Program Assignments

- a. A TLT-OIT who has applied but not received an offer to be placed in a career service operator position, may at management's discretion, have the term of the TLT assignment extended in six month increments up to one additional year (three years total).
 - b. A regular employee acting in an OIT position may not be extended beyond two years.
8. A TLT-OIT will not be used to meet minimum staffing levels except in an emergency coverage situation. In such cases, a TLT-OIT may be used to backfill a career service operator position when no career service OIT, Operator or Senior Operator is available for call-out to provide coverage to meet minimum staffing requirements, as determined by the Wastewater Supervisor. If the TLT-OIT providing the emergent coverage has their Washington State WWTPPO Operator I certification, the TLT-OIT will be upgraded to Operator for the duration of the emergency coverage.
9. Seniority for employees hired as TLT-OIT will be determined by Article 9.1.C of the Appendix. In the event of a tie seniority will be determined by the Washington State DOE Wastewater Certification number with the lowest number being the most senior.
10. This document does not imply an express or implied contract, but the party's understanding of the best way to move forward on an Operator in Training Program. The parties agree that in furtherance of the Operator in Training Program that whenever any modifications to the program are contemplated by either the County or the Union, will be presented to and discussed at the LMC prior to enactment. Furthermore, the parties agree to document any modifications as an addendum to the Operator in Training Program Agreement.

11. Definitions:

1 a. Direct Supervision - An employee shall be considered as working under direct
2 supervision when working alongside or in the immediate vicinity of another employee
3 who has been assigned responsibility for training the lower level employee.

4 b. Close Indirect Supervision - An employee shall be considered as working under close
5 indirect supervision when a higher level employee is assigned primary responsibility
6 for the area or tasks and is present in the general work area of the trainee.

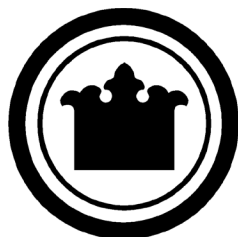
7 General Supervision - An employee shall be considered as working under general supervision when
8 working independently with a minimal level of supervision that is typical of a journey or higher level
9 employee.
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ADDENDUM C

Teach/Lead/Coach (TLC) Handbook

King County
Wastewater Treatment Division and
Service Employees International Union, Local 925

Revised (8/5/04)



King County



Clean Water - A Sound Investment

I. GUIDING PRINCIPLES

- Recognizing positive and corrective work performance and behaviors.
- Partnership between supervisor/shop steward, working together for the benefit of the individual.
- Taking personal responsibility.
- Non-judgmental
- Solution-oriented
- Resolving issues at lowest level possible.
- Consistent approach.
- Defined responsibilities.
- No surprises.
- Collaborative working relationship
- Positive Strive for a "win/win" situation
- Minimize need for manager-level decision making
 - Pass along information to managers
 - Leave decision making to supervisors
 - Manager may set boundaries
- Open communication - everybody involved
- Minimize personality-based decisions
- Utilize training
- Mediator role depends on issue
- Forget the past and deal with the present issue

II. WHAT IS TLC?

- TLC is positive and/or corrective feedback.
- TLC is a supervisor giving feedback about the employee's performance or behavior.
- TLC is also known as: inform, advise, discuss, comment, counsel, guide, instruct, educate, direct, recommend, remind, manage, explain, clarify, etc.
- TLC is informal or formal feedback (immediate feedback with employee or a scheduled meeting).
- TLC is oral or written feedback, or both.
- TLC is documented in the supervisor's log or supervisor's personal working file (not in official personnel file or plant personnel file).
- TLC is non-disciplinary, but if employee's performance or behavior does not improve, TLC documentation can be used toward discipline.

III. WHEN SHOULD TLC OCCUR?

- TLC should occur when an employee's performance is positive.
Example: Today, I received a compliment from Bob about your work on the Hydraulics class. He appreciated how you were able to gather and organize the information by the deadline, and present it in a logical, understandable manner.

- TLC should occur when an employee's performance or behavior requires correction.
Example: Today, I received a concern from Bob regarding your work on the Hydraulics class. He said you had a deadline of 2 weeks to develop the curriculum. You assured him that it was going to be ready on time. The day it was due, you asked Bob for a 2-day extension. Tell me what happened?

IV. ROLES

Desired Approach

- Acknowledge positive performance by individuals and teams
- Collaborative working relationship
- Positive Strive for a "win/win" situation
- Minimize need for manager-level decision making
Pass along information to managers
Leave decision making to supervisors
Manager may set boundaries
- Open communication - everybody involved
- Minimize personality-based decisions
- Utilize training
- Mediator role depends on issue
- Non-judgmental
- Solution-oriented
- Forget the past and deal with the present issue

Role of the Manager

- Acknowledge positive performance by individuals and teams
- Decision maker if efforts to problem solve are unsuccessful between supervisor, shop steward and employee; situational
- Mediator; mediate not arbitrate; situational
- Supporter of process;
Resource provider
Leader of the process
Take ownership
Committed to the success of the process
- Enhance lowest level resolution of problem;
- Enhance the lowest level of process
- Keep the process moving; keep problem resolution process going and on track
- Facilitator
- Setting boundaries
- Options are options and not decisions. Keep mind open to possibilities

- Situational Roles
 - Facilitator - keep on track
 - Decision maker
 - Mediator not arbitrator
 - Supporter/leader committed to success
- Has the option to push the process back down to the lower level of supervisor / shop steward / co-worker(s) once issues have been heard

Role of the Supervisor

- Acknowledge positive performance by individuals and teams
- Facilitator
- Share information collaboratively
- Identify issues/problems and alternatives to solve problem
- Investigate identified problems
- Proactively involve shop steward at appropriate level of concern
- Work out problem together. Work with shop stewards and employees
- Coach individual
 - a. Set expectations
 - b. Explain problem
 - c. Help identify resources
 - d. Referrals (to EAP, etc.); involve shop steward
- Keep the process moving
- Seek agreement by all involved; if no agreement, refer to the manager
 - Document agreements
 - Document follow-up
- Proactively inform stakeholders (i.e., stewards, employee, etc) if expectations not being met.

Role of the Lead &/or Senior-in-Charge

- Assist supervisor with acknowledging positive performance
- Identify issues/problems and alternatives to solve problem
- Share information collaboratively
- Work with supervisors and employees to solve problems
- Focus on problem or issue. Avoid personal or historical problems.
- Coach the individual.
- Assist in resolving issues by involving the employee and also involving the supervisor and/or shop steward.

Role of the Shop Steward

- Assist supervisor with problem identification and alternatives to solve problem
- Share information collaboratively
- Keep the process moving

- Work with supervisors and employees to solve problems
- Mediate between supervisor and employee
- Focus on problem or issue. Avoid personal or historical problems
- Witness and document agreements (May assist with coaching/mentoring)

Role of Team Members Involved

- Acknowledge positive performance by individuals or team
- Identify issues/concerns and alternatives to solve problem
- Share information collaboratively
- Identify alternatives/solutions and recommend to supervisor and shop steward
- Keep the process moving

Role of the Union Business Representative

- Provide information and resources

WHERE IS THE TLC/DISCIPLINE LINE?

A. NON-DISCIPLINE	DISCIPLINE
Teach/Lead/Coach	Oral reprimand
	Written reprimand
	Suspension
	Demotion
	Termination
<ul style="list-style-type: none"> • TLC is meant to address violations of rules of minor significance or unsatisfactory work performance that can be normally corrected through counseling or training. • TLC is non-disciplinary, but if employee's performance or behavior does not improve, TLC documentation can be used toward discipline. • Tools: written reminders, performance improvement plan (PIP), etc. 	<ul style="list-style-type: none"> • Discipline is meant to address violations of rules of major significance or continuing minor violations or continuing failure to meet expectations. • Tools: performance improvement plan (PIP), etc.

PERFORMANCE IMPROVEMENT PLAN

ISSUE:

SUPERVISOR’S EXPECTATIONS:

ACTION STEPS TO RESOLVE ISSUE:

DATE BY WHICH ACTION STEPS ARE TO BE COMPLETED:

SUPERVISOR'S RESPONSIBILITIES TO ENSURE PLAN WORKS:

EMPLOYEE'S RESPONSIBILITIES TO ENSURE PLAN WORKS:

NEXT MEETING(S) TO ASSESS PROGRESS:

We have mutually agreed upon this Performance Improvement Plan:

Supervisor's signature

Date

Employee's signature

Date

cc: Supervisor
Employee
Union
WTD HR

ADDENDUM D

**Wastewater Treatment Division
And
SEIU 925**

**Labor Management Committee
Charter**

March 15, 2011

ADDENDUM D

☐ **Contract language**

See Article 1 of the collective bargaining agreement

☐ **Purpose**

The Labor Management Committee was created as a forum to provide ongoing changes and continuous improvements in the workplace. Issues are to be discussed in an interest based, collaborative manner.

The Employer and the Union have established an ongoing process to identify each party's issues which may result in revisions to the current labor agreement and can address other matters mutually agreed upon between the parties. This will not include unresolved grievances.

To accommodate this process, the role of the Labor/Management Committee (LMC) is to deal jointly with areas of mutual interest to all parties, to move all parties toward a shared vision of a productive work place, and to oversee the tasks and/or committees called for in the labor agreement.

Representation

☐ **Union –**

The union chapter president and the SEIU organizer representative; any 2 of the SEIU representatives from East and West plants.

☐ **Employer –**

Assistant Division Director, Division HR Manager, Employee Labor Relations Representative, 1 Wastewater Treatment Division Section manager; 1 member Office of Labor Relations and a representative from maintenance and operations.

☐ **Alternates –**

Are acceptable if they are briefed in advance by their team.

☐ **Quorum requirements –**

☐ **Union:** Chapter president or SEIU organizer representative and 2 members

☐ **Management:** 1 person from Human Resources, 1 person from Operations, and if a contract matter 1 person from Office of Labor Relations.

☐ In the event that a quorum is not achieved the LMC meeting will proceed with members sharing information and conducting administrative activities. All due effort shall be made by each member of the LMC to attend each meeting.

☐ **Frequency and length of meetings**

☐ Establish a yearly meeting schedule which will be meeting the third Tuesday of every month from 9:15 – 11:15 and rotating between West Point and the Renton Plants.

☐ **Guests or subject matter experts**

May attend but LMC members need to be informed when the agenda is set in advance of the meeting.

☐ **Agendas**

ADDENDUM D

☐ **Scope**

Responsibilities of the LMC

- ☐ To identify issues of mutual interest.
- ☐ Maintain and improve labor/management relations.
- ☐ Identify and solve problems.
- ☐ Provide a forum to exchange information.
- ☐ Maintain a work program and schedule.
- ☐ Post minutes on intranet.
- ☐ Perform other duties as mutually agreed.
- ☐ Identify members of subcommittees to address issues as assigned by the LMC

Authority for Contract Amendments

- ☐ Decisions resulting in amendments to the Agreement involving wages, hours, and working conditions will require participation by representatives of Local 925 and Office of LR.
- ☐ On the issues involving wages, hours and working conditions, the Local 925 representatives on the LMC will go to its membership for a vote.
- ☐ On matters which are more routine where the contract is silent, the LMC will make the decisions.

The role of the Labor Negotiator for the Office of Labor Relations

- ☐ The LR representative will measure impacts of proposed changes being considered by the LMC on other contracts within King County.
- ☐ The LR representative speaks on behalf of the King County Executive regarding labor relations issues and will share with the LMC whether issues it proposes to take up will need review from other levels of management and/or Council adoption.

☐ **Establishing agendas**

- ☐ Proposed items for the agenda will be submitted to any LMC member.
- ☐ The agenda will identify whether the item is for decision, discussion, or education/information. Issues may not be discussed at the first meeting except to determine when and where the matter should be discussed.
- ☐ Parties to the LMC will manage issues which are brought to their representatives. A standing agenda item will allow for the possible introduction of last minute and/or new agenda items; however, LMC members agree not to abuse this.
- ☐ The person submitting an issue will be urged to read the meeting notes and stay updated regarding the progress of their issue. A response will be given concerning the issue within 90 days of being scheduled as an agenda item.
- ☐ A draft agenda will be sent out a week in advance.
- ☐ The agenda will be reviewed at the beginning of the meeting in case there are additions.

ADDENDUM D

☐ **Facilitation**

☐ **Responsibilities**

- ☐ Serves in an impartial manner as to outcome of issues.
- ☐ Promotes the interest-based process.
- ☐ Prepares and distributes DRAFT meeting agendas.
- ☐ Keeps committee on track to the issues and discussion points.
- ☐ Promotes appropriate and full participation by all members.
- ☐ Sends out requests for agenda items

☐ **Who – King County Alternative Dispute Resolution Program**

☐ **Minute-taking**

- ☐ Management will provide a minute taker
- ☐ The minutes shall not reflect the names of committee members when presenting discussion on an item.
- ☐ Create meeting summary which will include (a) Standing Agenda Items; (b) To Do's; (c) Decisions Made; (d) Items Deferred to Bargaining.
- ☐ Circulate summary to all committee members.
- ☐ Gather comments.
- ☐ Post approved minutes on the LMC intranet site.

☐ **Minute approval**

- ☐ The LMC note taker will send out a draft of the minutes within one week after a meeting.
- ☐ LMC representatives will have one week to review the draft minutes after receiving them, and make proposed changes, if any. At the next LMC meeting the minutes will be reviewed, amended and approved.

☐ **Minute distribution**

- ☐ Approved meeting minutes will be sent out for distribution by the note taker and posted in the WTD HR folder on the Intranet within one week.

☐ **Communication with Others**

☐ **Receiving input from constituency groups**

- ☐ Subcommittees and ad hoc task forces may be formed and will be given written charter and guidelines, including copies of LMC ground rules and procedures, and briefing on these rules and procedures as needed.
- ☐ Subcommittees and ad hoc task forces must include at least one LMC member as one method of creating linkages with the LMC.
- ☐ Subcommittees and ad hoc task forces shall use consensus decision-making.

☐ **Ground rules**

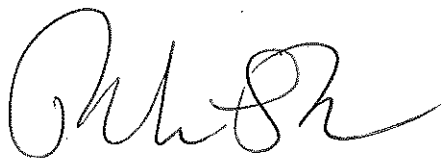
☐ **Shared behavioral expectations**

ADDENDUM D

- ☐ The committee members shall abide by internal ground rules.
 - ☐ Show respect to fellow committee members inside and outside the meeting.
 - ☐ Either party may call a caucus.
 - ☐ Minimize side conversations.
 - ☐ Be ready to start on time.
 - ☐ Show up. Plan to attend the entire meeting or inform others in advance of your schedule conflicts. Notify a team member if you are unable to attend.
 - ☐ Be honest; inform another member of a concern privately when necessary for tact.
 - ☐ Support the group's decisions outside the meeting.
 - ☐ Avoid reopening previous decisions; however, decisions may be reopened by written request with an explanation and a consensus decision to do so.
 - ☐ Agenda identifies anticipated decisions; if a member needs to be present, they may request prior to the meeting that the item be deferred.
 - ☐ Verify that there is consensus.
 - ☐ It is a responsibility of all committee members to make the collaborative, interest-based process work and be held accountable for doing so.
 - ☐ Lighten up; have fun!
 - ☐ LMC members agree not to circumvent the LMC collaborative, interest-based decision making process.
- ☐ **Decision-making**
- ☐ **Consensus**
 - ☐ Decisions will be made by consensus. Consensus is achieved when everyone in the group reaches a decision with which they can live and which they are willing to support.
 - ☐ If a decision is not reached after discussion at 3 meetings the mediator will evaluate the situation.
 - ☐ If the issue cannot be resolved it will be added to the agenda for the next collective bargaining negotiations, or raised through other appropriate channels.
 - ☐ **Definition and testing mechanism for decision making**
 - ☐ Recognizes impacts to existing programs. *(No unforeseen negative impacts or at least an attempt to identify impacts)*
 - ☐ Legal
 - ☐ Benefits outweigh the negative impacts.
 - ☐ To the extent possible, the proposal is cost-effective.
 - ☐ Improvement over existing practices.
 - ☐ Supports business and employee needs.
 - ☐ Feasible.
 - ☐ Improves the labor-management relationship.
 - ☐ Ratifiable. *(But, not required to go out for a vote)*
 - ☐ Understandable *(Requires communication with the membership)*
 - ☐ It's the right thing to do.
 - ☐ **Other**

ADDENDUM D

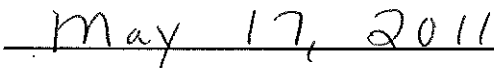
Signature Page

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King County Labor Representative

A handwritten signature in black ink, appearing to be "Jada Kouric", written over a horizontal line.

SEIU Organizer Representative

A handwritten date "May 17, 2011" written over a horizontal line.

Date

Memorandum of Agreement
By and Between
King County
and
Service Employees International Union, Local 925
Wastewater Treatment Division, Department of Natural Resources and Parks

Subject: Salary survey

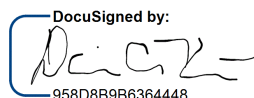
Background:

1. During the course of small table bargaining, the Union asked the County to perform a salary survey of positions in the bargaining unit.
2. The Parties have agreed to conduct a salary survey under the following terms.

Agreement:

1. The County will conduct a salary survey starting at the end of 2022 and will look to wage rates that are paid by comparators on January 1, 2023. Following the completion of the survey, the parties will engage in wage negotiations to determine whether there will be any changes to the wage ranges (either upward or downward), which would go into effect prospectively, following the completion of negotiations.
2. The parties intend to conduct the wage survey and subsequent negotiations between the end of 2022 and July 31, 2023. If wage negotiations are protracted, wage range changes will be retroactive to January 1, 2023.
3. The wage survey will look at some or all positions in the bargaining unit, using January 1, 2023, as the benchmark. This salary survey 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.

Service Employees International Union, Local 925

DocuSigned by:

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Damian Kent
Lead Negotiator

Service Employees International Union, Local 925:

DocuSigned by:

Andrew Hanke

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Andrew Hanke

Lead Bargaining Unit Negotiator

King County Office of Labor Relations:

DocuSigned by:

David S. Levin

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David S. Levin

Labor Relations Negotiator – Senior

Memorandum of Agreement
By and Between
King County
and
Service Employees International Union, Local 925
Wastewater Treatment Division, Department of Natural Resources and Parks

Subject: Senior Operators-in-Charge (SOIC)

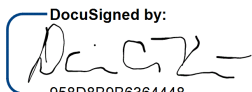
Article 8.7 of the Appendix establishes that WTD may hire Senior Operators-in-Charge (SOICs) as either “permanent” or “non-permanent” positions. This is generally understood to mean Career Service or Special Duty Assignment (SDA) positions. Presently, all SOICs are hired as SDAs, which allows employees to transfer in and out of these positions when their SDA terms expire and also to provide shorter term career development opportunities.

During contract negotiations, the Union raised concerns that the County was overusing SDAs to fill what is otherwise an ongoing work assignment. It also raised concerns that employees had to reapply for their jobs every three years in order to be renewed in their SDAs.

The parties agree to continue this discussion in the Labor-Management Committee as a standing item, in order to discuss the County’s application of Article 8.7, which allows for both Career Service hiring and SDAs. These conversations will occur with the understanding that they will result in the recharacterization of some of these SOIC slots as Career Service. At the same time, the parties acknowledge that any transition away from SDA positions to Career Service positions will necessarily need to be phased in over a period of time. The parties also understand the value of SDAs as career growth and development opportunities, and understand that some SOIC slots will remain as SDA opportunities.

Service Employees International Union, Local 925:

DocuSigned by:

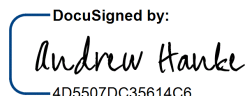


958D8B9B6364448...

Damian Kent
Lead Negotiator

Service Employees International Union, Local 925:

DocuSigned by:



4D5507DC35614C6...

Andrew Hanke
Lead Bargaining Unit Negotiator

International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks)

January 1, 2021 through December 31, 2024

011CLAC0122

Page 62

King County Office of Labor Relations:

DocuSigned by:



7FF9183D721E453...

David S. Levin

Labor Relations Negotiator – Senior

Certificate Of Completion

Envelope Id: 00DCAE78114424A9BA7228BDA7E3276

Status: Completed

Subject: Please DocuSign: Coalition Labor Agreement (CLA) - Appendix for 011 - 011CLAC0122

Source Envelope:

Document Pages: 78

Signatures: 12

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Carolyn Coleman

11943 Sunset Hills Rd

Reston, VA 20190

carolyn.coleman@kingcounty.gov

IP Address: 97.113.85.23

Record Tracking

Status: Original

7/15/2022 11:39:45 AM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Carolyn Coleman

carolyn.coleman@kingcounty.gov

Pool: FedRamp

Pool: King County-King County Executive

Office-Office of Labor Relations

Location: DocuSign

Location: DocuSign

Signer Events

Andrew Hanke

andrew.hanke@kingcounty.gov

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



4D5507DC35614C6...

Signature Adoption: Pre-selected Style

Using IP Address: 146.129.159.74

Timestamp

Sent: 7/18/2022 2:29:21 PM

Resent: 7/20/2022 7:42:46 AM

Resent: 7/21/2022 1:10:22 PM

Resent: 7/22/2022 11:28:12 AM

Viewed: 7/23/2022 7:07:01 AM

Signed: 7/24/2022 11:42:41 PM

Electronic Record and Signature Disclosure:

Accepted: 7/18/2022 4:18:41 PM

ID: 04f5a761-f456-403f-b207-de6d2cc85f07

Curtis Steinke

curtis.steinke@kingcounty.gov

Wastewater Process Engineer II

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signature Adoption: Pre-selected Style

Using IP Address: 198.49.222.20

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Viewed: 7/18/2022 2:29:58 PM

Signed: 7/18/2022 2:30:30 PM

Electronic Record and Signature Disclosure:

Accepted: 7/18/2022 2:29:58 PM

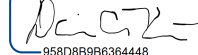
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Damian Kent

dkent@seiu925.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



958D8B9B6364448...

Signature Adoption: Drawn on Device

Using IP Address: 24.19.116.145

Signed using mobile

Sent: 7/18/2022 2:29:21 PM

Resent: 7/20/2022 7:42:47 AM

Viewed: 7/20/2022 2:00:46 PM

Signed: 7/20/2022 2:20:14 PM

Electronic Record and Signature Disclosure:

Accepted: 7/20/2022 2:00:46 PM

ID: 32dbfe3e-e099-46d6-abe1-d4309ece1f53

Julio Rodriguez

julio.rodriguez@kingcounty.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



2D0122599A38456...

Signature Adoption: Pre-selected Style

Using IP Address: 75.172.117.36

Signed using mobile

Sent: 7/18/2022 2:29:22 PM

Resent: 7/20/2022 7:42:47 AM

Resent: 7/21/2022 1:10:23 PM

Resent: 7/22/2022 11:28:13 AM

Viewed: 7/22/2022 7:00:22 PM

Signed: 7/22/2022 7:02:22 PM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
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Rion Peoples
rpeoples@seiu925.org
Security Level: Email, Account Authentication
(None)

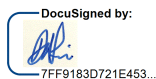


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Signed: 7/19/2022 8:10:50 PM

Electronic Record and Signature Disclosure:
Accepted: 5/9/2022 10:01:59 AM
ID: d8a74c0a-b771-4030-8d21-8965212edc42

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



Signature Adoption: Uploaded Signature Image
Using IP Address: 198.49.222.20

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Signed: 7/25/2022 4:35:40 PM

Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/18/2022 2:29:22 PM
Certified Delivered	Security Checked	7/25/2022 4:35:29 PM
Signing Complete	Security Checked	7/25/2022 4:35:40 PM
Completed	Security Checked	7/25/2022 4:35:40 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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- 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..

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