

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

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- 1 • Listen and respond to public/customer concerns,
- 2 • Respect people,
- 3 • Promote a diverse workforce,
- 4 • Take responsible risks,
- 5 • Behave the way we say we do,
- 6 • Give and get reliable business information,
- 7 • Work to improve our technical excellence and teamwork,
- 8 • Foster a labor/management partnership based on shared interests,
- 9 • Collaborate in building an ongoing labor/management relationship based on open
- 10 communications, mutual trust, and respect, and
- 11 • Enjoy challenges, work, and humor.

12 The TEA-Management Committee (“TMC”) was created as an informal forum to support  
13 ongoing changes and continuous improvements in the workplace. Issues are to be discussed in a  
14 collaborative manner.

15 To accommodate this process, the role of the TMC is to deal jointly with areas of mutual  
16 interest to all parties, to move all parties toward a shared vision of a productive work place, and to  
17 oversee the tasks called for in the Agreement.

## 18 **ARTICLE 1: PURPOSE**

19 **1.1 Purpose.** The purpose of this Agreement is to set forth in writing the negotiated wages,  
20 hours and working conditions for those employees who are covered by this Agreement.

21 **1.2 Maintenance of Working Conditions.** The County recognizes its obligation to  
22 negotiate wages, hours and working conditions with TEA.

23 **1.3 Application of Personnel Guidelines.** As set forth in this section, the 2005 King County  
24 Personnel Guidelines shall apply to members of this bargaining unit where this Agreement is silent or  
25 ambiguous. The 2005 Personnel Guidelines (except those identified in Appendix B to have no  
26 application) shall replace any pre-existing practice between the parties, provided that nothing in those  
27 Personnel Guidelines will be interpreted or applied to circumvent the parties’ collective bargaining  
28 obligations. However, should any genuine established practice arise subsequent to July 1, 2005, and

1 such practice conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a matter on  
2 which the Agreement is either silent or ambiguous), then the practice shall govern. Should the  
3 Personnel Guidelines be invoked to interpret the contract, the arbitrator reserves the right to  
4 determine what weight should be given along side those other interpretive factors that an arbitrator  
5 might conclude appropriate.

6 Except as expressly noted, definitions in the Personnel Guidelines shall apply to the  
7 interpretation of the Personnel Guidelines only. The parties agree to reopen this article and other  
8 affected articles of the Agreement in the event that the Personnel Guidelines are amended.

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

10 **2.1 Recognition.** The County recognizes the Association as the exclusive bargaining  
11 representative of all employees in two separate bargaining units. The staff unit being comprised of all  
12 full-time and regular part-time non-supervisory employees in the Project Planning and Delivery, and  
13 Resource and Recovery Sections, and Environmental and Community Services sections of the  
14 Wastewater Treatment Division of the King County Department of Natural Resources and Parks  
15 whose classifications are listed under Appendix A, Union Code W3, excluding bargaining unit  
16 supervisors, confidential employees, managers, employees in the Industrial Waste unit of the  
17 Environmental and Community Services Section, administrative employees, and all other employees  
18 of the County. Another bargaining unit being comprised of all full-time and regular part-time  
19 supervisory employees in the Project Planning and Delivery, and Resource and Recovery Sections,  
20 and Environmental and Community Services sections of the Wastewater Treatment Division of the  
21 King County Department of Natural Resources and Parks whose classifications are listed under  
22 Appendix A, Union Code W4, excluding non-supervisory bargaining unit employees, confidential  
23 employees, managers, administrative employees and all other employees of the County.

24 **2.2 Association Membership.** All employees covered under the terms of this Agreement  
25 may voluntarily join the Association as a member and receive all rights, privileges and benefits of  
26 Association membership.

27 **2.3 Dues Deduction Procedure.** The County shall deduct regular monthly dues and fees  
28 from the Association member employee's paycheck when voluntarily authorized in writing by the

1 Association member employee. A copy of the legally compliant employee signed authorization will  
2 be provided to the County before deductions are made. The deductions will be transferred to TEA  
3 monthly. TEA shall refund any amounts paid to it in error upon presentation of proper evidence  
4 thereof. TEA will indemnify, defend, and hold the County harmless against any claims made and any  
5 suit instituted against the County on account of the application of any provision of this article as it  
6 relates to the collection of TEA dues and assessments. The County shall notify TEA of changes in  
7 employment and membership status on a monthly basis.

8 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

12 **4.1 Waiver.**

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

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

25 **4.2 Modification.** Should the parties agree to amend or supplement the terms of this  
26 Agreement, such amendments or supplements shall be in writing. No binding agreements, including  
27 but not limited to memorandums of understanding, side letters, etc., involving the day-to-day  
28 administration of the Agreement or the bargaining relationships will be entered into with the

1 bargaining representative without the authorization of the King County Office of Labor Relations  
2 Director/designee.

3 **ARTICLE 5: EMPLOYEE RIGHTS**

4 **5.1 Personnel Files.**

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

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

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

22 D. Written warnings and/or reprimands shall remain in the employee's personnel file  
23 for a maximum of three years except where there is a reoccurrence of a similar nature. Suspensions  
24 or demotions may be removed from the employee's personnel file after five years upon request of the  
25 employee and approval of the division director.

26 **5.2 Right to Representation.** An employee, at his/her request, has a right to Association  
27 representation at any meeting which s/he reasonably believes may lead to disciplinary action against  
28 the employee. If the employee requests TEA representation in such a matter, the employee will be

1 provided with reasonable time to arrange for TEA representation. The parties acknowledge that in  
2 certain instances a reasonable time may be as little as the same day.

3 **5.3 Seniority List.** The County will supply the Association with a seniority list twice a year  
4 upon written request. Requests are to be directed to the WTD Human Resources Manager. The list  
5 will include each TEA employee's name, job classification number, classification title, section, and  
6 seniority data.

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

19 **5.4 Supervision and Evaluations.** Employees will be supervised and evaluated by the  
20 supervisor of the work group responsible for establishing the performance expectations, deliverables,  
21 and assignments for the majority of the employee's workload.

22 **ARTICLE 6: BENEFIT TIME**

23 **6.1 General Description**

24 The benefit program has two elements to it: one is Benefit Time (BT) and the other is Sick  
25 Leave (SL). Both programs are built on the accrual rate table set forth in Section 6.6. This program  
26 recognizes the need for scheduled time away from the job (vacation and holidays) for personal  
27 reasons and for occasions when the employee must be away because of illness or injury. BT is  
28 administered with the understanding that: a) BT is intended to constitute wage replacement when an

1 employee is in leave, and b) because business needs may constrain employees' ability to utilize leave,  
2 the Agreement provides for a yearly cash out of up to 40 hours of BT. Full-time regular, part-time  
3 regular, provisional, probationary and term-limited temporary employees shall receive the leave  
4 benefits provided in this Article. Short-term temporary and administrative interns shall accrue SL at  
5 the rate provided in this Article.

## 6 **6.2 Definitions**

7 All BT and SL time is based on a 2,080 hour year. BT is the bank of time accrued for use  
8 during scheduled paid time off, including holidays, and unscheduled paid time off (excluding  
9 bereavement leave and jury duty) once SL is exhausted.

10 SL is the bank of time accrued for use during all paid nonscheduled and scheduled illness,  
11 nonscheduled injury, and other qualifying reasons for employees and their eligible family members  
12 (as provided under KCC 3.12.220).

13 Employees may donate BT and SL to another employee in accordance with Section 7.2.

## 14 **6.3 Principles**

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

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

## 19 **6.4 Absence**

20 Employees are expected to schedule BT as far in advance as possible to facilitate workload  
21 planning. Employees are expected to notify the County of any unscheduled absence in accordance  
22 with WTD notice requirements. All BT and SL time shall be coordinated with, and supplementary to,  
23 worker's compensation.

24 FLSA non-exempt (hourly) employees who become ill or who are injured while at work shall  
25 apply the applicable accrued SL or BT for that portion of the shift that they are unable to complete.

26 Hourly employees may use accrued SL and BT in increments of one-half hour.

27 FLSA exempt employees (salaried) use accrued BT and SL in increments of not less than one  
28 regular work day. Salaried employees who are absent for part of a work day will not be required to



1 charge such absences against any accrued leave balances nor will the employee's pay be reduced.

2 Benefits eligible employees unable to work because of any other personal emergency not  
3 related to employee or eligible family member illness or injury shall be eligible to use BT for any  
4 unworked but scheduled hours upon approval by the supervisor.

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

7 **6.5 Use of BT before Retiring or Separation**

8 BT Usage for Retiring or Separating Benefits Eligible Employees – Not withstanding other  
9 protected leave usage, bargaining unit benefits eligible employees who retire or separate with an  
10 irrevocable notice of resignation a minimum of six months prior to their last day worked at the  
11 County (exclusive of the BT usage) may use up to 480 hours of approved BT.

12 **6.6 BT and SL Accruals**

13 BT accrual shall be as follows:

14

Years of Employment	Accrual Rates		
	Annual	Bi-weekly	Hourly
Less than 5 years	232	8.923	0.1115
5 years but less than 8 years	256	9.846	0.1231
8 years but less than 10 years	264	10.154	0.1269
10 years but less than 16 years	296	11.385	0.1423
16 years but less than 17 years	304	11.692	0.1462
17 years but less than 18 years	312	12.000	0.1500
18 years but less than 19 years	320	12.308	0.1538
19 years but less than 20 years	328	12.615	0.1577
20 years but less than 21 years	336	12.923	0.1615
21 years but less than 22 years	344	13.231	0.1654
22 years but less than 23 years	352	13.538	0.1692

28

23 years but less than 24 years	360	13.846	0.1731
24 years but less than 25 years	368	14.154	0.1769
More than 25 years of service	376	14.462	0.1808

SL accrual shall accumulate for benefits eligible employees at a rate of 0.0269 hours per hour. Short-term temporary and administrative interns will earn SL at the rate of 0.025 hours per hour worked. Benefits eligible employees who work in excess of 74 hours in the workweek will earn SL at the rate of 0.025 hours per hour worked for the those hours worked in excess of 74.

All leave accruals will be prorated for regular part-time employees on the percentage of full-time worked.

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

**6.7 BT and SL Accumulation and Conversion**

The maximum accumulated carryover of BT from the pay period ending before April 1st of one calendar year to the next shall be 600 hours (prorated for part-time employees on the percentage of full-time worked). Employees with at least 480 hours at that time shall have the option to convert up to 40 hours to cash, down to a balance of 480 hours. Accumulated hours beyond 600 (or prorated for part-time) will be forfeited in the payroll period that contains April 1.

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

**6.8 Upon Retirement or Death**

Upon retirement from the County or death, a benefits eligible employee or their beneficiary shall be paid for up to 480 hours of accrued BT at 100% and for all accrued SL at 35%.

**6.9 Upon Separation**

Benefits eligible employees shall be paid for accrued BT to their date of separation if they have successfully completed their first six months of County service in a paid leave eligible position up to 480 hours maximum and any remainder shall be forfeit and not be paid. Payment shall be made at the employee’s rate of pay in effect upon the date of leaving County employment less mandatory withholdings. If employees leave prior to successful completion of the first six months of County

1 service, they shall forfeit and not be paid for accrued BT.

2 Separation from employment except by reason of retirement, death, layoff, or non-disciplinary  
3 medical reasons will cancel all SL accrued to the paid leave eligible employee as of the date of  
4 separation. Should a paid leave eligible employee resign in good standing, be laid off or separated for  
5 non-disciplinary medical reasons and return to County employment within two years, his/her accrued SL  
6 will be restored.

### 7 **6.10 Holidays**

8 All work performed on the following holidays by hourly employees shall be approved in  
9 advance by the supervisor and paid at the rate of one and one-half times the employee's hourly rate of  
10 pay for all hours worked:

- 11 • New Year's Day
- 12 • Martin Luther King Jr.'s Birthday
- 13 • Washington's Birthday (also known as President's Day)
- 14 • Memorial Day
- 15 • Independence Day
- 16 • Labor Day
- 17 • Veteran's Day
- 18 • Thanksgiving Day
- 19 • Day after Thanksgiving Day
- 20 • Christmas Day

21 Holidays will be on the day the County observes the holiday. Employees will use accrued BT,  
22 compensatory time, or Executive Leave in the amount of the regularly scheduled workday in order to  
23 receive compensation for the holiday. Holiday time must be used no later than the following pay  
24 period.

25 An employee who does not have sufficient accrued leave will not be paid for the holiday,  
26 unless as above, an hourly employee works on the holiday with the approval of his supervisor.  
27 Employees on alternate work schedules without sufficient BT to be paid for the holiday may, with the  
28 approval of their supervisor, adjust their work schedules in order to have the holiday fall on a regular

1 day off.

2 **ARTICLE 7: LEAVE DONATIONS AND GENERAL LEAVES**

3 **7.1** Full-time regular, part-time regular, provisional, probationary and term-limited temporary  
4 employees shall receive the leave benefits provided in this Article.

5 **7.2 Donation of Leaves.** Donation of benefit time (BT) hours and donation of sick leave (SL)  
6 hours shall be as provided herein. However, should the County formally change its policies regarding  
7 donation of leave, the parties agree that either party may open this contract within 60 days for the  
8 purpose of negotiation over these subjects.

9 **A. Benefit Time Hours:**

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

16 **2. Limitations.** The number of hours donated will not exceed the donor's  
17 accrued BT as of the date of the request. No donation of BT will be permitted where it would cause  
18 the employee receiving the transfer to exceed his/her maximum BT.

19 **3. Use of Donated Leave.** Donated hours accrue to the donee's leave bank  
20 and do not expire or return to the donor once accrued. Donated BT leave hours will be excluded from  
21 cashout provisions contained in Article 6. For purposes of this Article, the first hours used by an  
22 employee will be accrued BT hours.

23 **B. Sick Leave hours:**

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

27 **2. Minimum Leave Balance Required (Donor).** No donation will be  
28 permitted unless the donating employee's SL accrual balance immediately subsequent to the donation

1 is 100 hours or more. No employee may donate more than 25 hours of his/her accrued SL in a  
2 calendar year.

3 **3. Use of Donated Leave.** Donated hours accrue to the donee's SL bank and  
4 do not expire or return to the donor once accrued. Donated SL hours will be excluded from the SL  
5 cashout provisions contained in Article 6. For purposes of this article, the first hours used by an  
6 employee will be accrued SL hours.

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

10 **D. Conversion Rate.** All leave hours donated will be converted to a dollar value  
11 based on the donor's regular hourly rate at the time of donation. Such dollar value will then be  
12 divided by the receiving employee's regular hourly rate to determine the actual number of hours  
13 received.

14 **7.3 Leave - Organ Donors.** The manager/designee shall allow all employees eligible for paid  
15 leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such  
16 as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five  
17 days paid leave, which shall not be charged to benefit time or sick leave, provided that:

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

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

26 Time off from work for the purpose set out above in excess of five working days will be  
27 subject to the terms of this Agreement.

28 **7.4 Leave of Absence without Pay.** If a leave of absence is taken in conjunction with a

1 workers' compensation claim, no authorization for the leave is required. All other leaves of absence  
2 without pay are administered as follows:

3           **A.** An employee eligible for leave benefits may take a leave of absence without pay  
4 for less than 30 days if authorized in writing by the employee's appointing authority. Leaves of  
5 absence without pay taken for medical or family reasons are also governed by Section 7.10.

6           **B.** An employee eligible for leave benefits may take a leave of absence without pay  
7 for more than 30 calendar days if authorized in writing by the employee's appointing authority.  
8 Leaves of absence without pay taken for medical or family reasons are also governed by Section 7.10.

9           **C.** Leaves of absence without pay will be for periods not to exceed one year.  
10 However, the Human Resources Department Director/designee may, in special circumstances, grant  
11 an extension beyond one year.

12           **D.** An employee who is on a leave of absence without pay will not accrue benefit time  
13 or sick leave. An employee who is on a leave of absence without pay in excess of 30 days will not  
14 accrue seniority while on leave. In addition, leaves of absence in excess of 30 days, except for family  
15 or medical leave (Section 7.10), or military leave (Section 7.5) will result in the loss of paid health  
16 and other insured benefits.

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

21           **F.** An employee who is on a leave of absence without pay may return from the leave  
22 before its expiration date if the employee provides the appointing authority with a written request to  
23 that effect at least 15 days before resuming duties.

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

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

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

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

5 **7.5 Military Leave of Absence.** An employee who is a member of the Washington National  
6 Guard or any organized reserve of the Armed Forces of the United States who is ordered to be on  
7 active training duty shall be allowed military leave in accordance with state and federal law. In  
8 accordance with state law, such employees who are ordered to be on active training duty shall be  
9 allowed up to 21 work days of paid military leave per year (October 1st - September 30th). The  
10 employee must present orders for active duty or training duty to his or her section manager prior to  
11 taking leave. The employee may receive military leave for weekend reservist duty.

12 **7.6 Military Pay & Benefits Continuation.** If an employee is called to involuntary active  
13 duty, she/he may be eligible for health benefit continuation and pay supplementation in accordance  
14 with County policy at the time the individual is called to active duty.

15 **7.7 Jury Duty.** If an employee eligible for leave is called for jury duty, then the employee  
16 will be entitled to regular pay for all workdays that the employee misses due to jury duty. The  
17 employee should deposit his or her jury duty fees, excluding mileage, with the Finance and Business  
18 Operations Division of the Department of Executive Services. Employees must contact their  
19 supervisor when dismissed from jury duty during regularly scheduled working hours and may be  
20 required to report back to work.

21 **7.8 Volunteer Leave.** An employee may use up to three days of sick leave per year for  
22 volunteering at the employee's children's school or to a charitable organization on the approved list  
23 for the Employee Giving Program. The employee must obtain approval in advance from the  
24 employee's appointing authority.

25 **7.9 Bereavement Leave.** Employees eligible for leave benefits shall be granted up to five  
26 days, maximum 40 hours (pro-rata for part-time as described in Section 15.2) bereavement leave per  
27 qualifying death of a member of the employee's immediate family.  
28

1           A. Immediate family shall be defined as the employee’s spouse or domestic partner,  
2 and the parent, grandparent, child, son or daughter-in law, grandchild, sibling of the employee,  
3 employee’s spouse or the employee’s domestic partner, or an employee’s legal guardian, ward or any  
4 person over whom the employee has legal custody.

5           B. Employees who are not eligible for paid leaves may be granted leave without pay,  
6 or may be allowed to use compensatory time, if available, for bereavement leave.

7           C. When a holiday designated in Section 6.10 or regular day off falls during the leave,  
8 it shall not be charged as bereavement leave.

9           D. Any additional paid leave may be approved by mutual agreement between the  
10 County and the employee.

11           **7.10 Family and Medical Leave**

12           **A. Federal Family and Medical Leave Act**

13           1. As provided for in the Federal Family and Medical Leave Act (FMLA) of  
14 1993, an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12 month  
15 period for the employee’s own qualifying serious health condition that makes the employee unable to  
16 perform their job, to care for the employee’s spouse, child, or parent who has a qualifying serious  
17 health condition, to bond with a newborn child, adoption or foster care placement (leave must be  
18 taken within one year of the child’s birth or placement), or for qualifying exigencies related to the  
19 foreign deployment of a military member who is the employee’s spouse, child or parent. An eligible  
20 employee who is a covered service member’s spouse, child, parent, or next of kin may take up to 26  
21 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with  
22 a serious injury or illness.

23           2. The leave may be continuous or intermittent, when medically necessary.  
24 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster  
25 care child may only be taken when approved.

26           3. In order to be eligible for FMLA, an employee must have been employed by  
27 the County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior  
28 to the commencement of leave.



1 **B. King County Family and Medical Leave**

2 1. As provided by King County Code, an eligible employee may take up to 18  
3 weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month  
4 period for the employee’s own qualifying serious health condition, to care for an eligible family  
5 member who has a qualifying serious health condition, to bond with a newborn child, adopted child  
6 or foster care placement (leave must be taken within one year of the child’s birth or placement), and  
7 for any qualifying reason under the FMLA, Washington State Family Leave Act, or other family and  
8 medical leaves available under federal or state law.

9 2. The leave may be continuous or intermittent, when medically necessary.  
10 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster  
11 care child may only be taken when approved. KCFML shall run concurrently with other federal, state  
12 and county leaves to the extent allowed, including but not limited to the Federal Family and Medical  
13 Leave Act, Washington State Family Leave Act, and the Washington State Family Care Act.

14 3. In order to be eligible for KCFML, an employee must have been employed  
15 by King County for at least 12 months and have worked at least 1,040 hours in the preceding 12  
16 month period for a 40 week employee or 910 hours in the preceding 12 month period for a 35 hour  
17 week employee.

18 4. An employee who returns from KCFML within the time provided under this  
19 article is entitled to the same position she/he occupied when the leave commenced or a position with  
20 equivalent pay, benefits and conditions of employment.

21 C. Failure of an employee to return to work by the end of the scheduled leave  
22 provided under this section may be cause for termination of the employee from County service.

23 7.11 To the extent that the Washington State Family Care Act provides a greater benefit than  
24 the provisions of this Agreement, the Washington State law will apply.

25 7.12 **Executive Leave.** Employees covered by this Agreement who are employed in a bona  
26 fide executive, administrative or professional capacity and are in turn exempt from overtime  
27 payments under the Federal Fair Labor Standards Act will be eligible for up to ten days of Executive  
28 Leave per year pursuant to County policy and are expected to work the hours necessary to

1 satisfactorily perform their jobs; provided, however, all such employees will receive a minimum  
2 amount of Executive Leave per year, as follows:

3           A. Employees in an exempt position on January 1st of each year will receive three  
4 days of Executive Leave per year, granted on January 1st.

5           B. Employees hired, transferred or promoted from a FLSA non-exempt position into  
6 an FLSA exempt position during the course of the calendar year shall be entitled to a minimum  
7 amount of Executive Leave, granted upon placement in the exempt position, according to the  
8 following schedule:

9                   1. Before April 30th: Three days;

10                   2. Between May 1 and August 31: Two days;

11                   3. September 1st or after: One day.

12           C. FLSA non-exempt employees assigned to special duty in an FLSA exempt position  
13 for a period of six months or longer will be entitled to one day of executive leave for each four  
14 months of assignment duration during a calendar year; provided, that the employee must serve a full  
15 30 days in the assignment for the month to be counted. Executive leave in such case will be granted  
16 at the beginning of the assignment based upon the expected duration, and increased as necessary if the  
17 original assignment is extended.

18           **7.13 Administrative Leave With Pay.** If the department director determines that  
19 circumstances exist that make the immediate removal of an employee from the workplace to be in the  
20 best interests of the county, an employee may be placed on administrative leave with pay for up to 30  
21 calendar days. Such leave is not disciplinary, and is not subject to appeal. If the need for  
22 administrative leave exceeds 30 calendar days, the department director must receive approval from  
23 the Human Resources Department Director for an extension. All extension requests and approvals  
24 must be in writing prior to the end of the approved period. The Human Resources Department  
25 Director may grant an extension for an additional 30 calendar days (60 days total). The County  
26 Administrative Officer must approve any further extensions of administrative leave with pay.  
27 Administrative leave with pay will not normally exceed 90 calendar days.

1           **7.14 Paid Parental Leave:** Paid Parental Leave supplements an employee’s accrued paid  
2 leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a new child.

3           **A. Benefit Amount.** An employee’s supplemental leave benefit is calculated based  
4 on the employee’s accrued leave balances at the time of the birth, adoption, or foster-to-adopt  
5 placement (“qualifying event”). The employee will receive the equivalent of his or her full salary for  
6 up to a total of 12 weeks, when combined with the employee’s accrued leave (except for one week of  
7 sick leave and one week of vacation leave, or the equivalent for Benefit Time). The employee is  
8 permitted to use the supplemental leave first. Additionally, the employee may choose to take less  
9 than 12 weeks of leave. Paid Parental Leave is not subject to cash out. An employee who does not  
10 return to work for at least six months of continuous service following the leave, will be required to  
11 reimburse the County for the supplemental leave funds received.

12           **B. Eligibility.** The benefit is available to all leave eligible employees who have been  
13 employed with the County for at least six months of continuous service at the time of the qualifying  
14 event. If both parents work for the County, then each employee is entitled to up to 12 weeks of Paid  
15 Parental Leave.

16           **C. Benefit Period.** Paid Parental Leave must be used within 12 months of the  
17 qualifying event. An employee may use Paid Parental Leave on an intermittent or part-time basis, as  
18 long as it is consistent with the department’s operational needs, and it is approved in writing by the  
19 employee’s supervisor prior to the leave.

20           **D. Concurrency.** Paid Parental Leave will run concurrently with the County’s family  
21 and medical leave, as well as federal and state family and medical leave laws, to the fullest extent  
22 permitted by law.

23           **E. Job Protection.** Paid Parental Leave is protected leave. Barring required budget  
24 cuts or layoffs, an employee’s job cannot be eliminated while the employee is on leave. Further, no  
25 retaliatory action may be taken against an employee for participating or planning to participate in the  
26 program.

27           **F. Health and Leave Benefits.** The employee will continue to receive all health  
28 benefits and shall continue to accrue vacation and sick leave during the period of Paid Parental Leave.

1 For purposes of overtime calculations, Paid Parental Leave shall be considered the equivalent of sick  
2 leave.

3 **G. Relationship to Washington State Paid Family and Medical Leave.** Provisions  
4 of the County's current Paid Parental Leave program may change effective January 1, 2020, or  
5 thereafter, due to the County's implementation of the new Washington State Paid Family and Medical  
6 Leave program.

7 **7.15 Additional Leave:** If state or federal law provides additional leave benefits that an  
8 employee is entitled to by the terms of such laws, the employee shall be entitled to take those leaves  
9 as well.

10 **ARTICLE 8: HOURS OF WORK AND OVERTIME**

11 **8.1 Regular Schedule.** Regular work shifts for full-time employees are eight hours per day  
12 (exclusive of the meal period) for five days per week, with Saturday and Sunday generally the days  
13 off. FLSA exempt employees are required to work the hours needed to perform their duties and will  
14 receive their normal rate of pay for the workweek regardless of whether they are on a standard or  
15 alternative work schedule.

16 **Alternative Work Schedules.** A full-time employee may request, a four day, 40 hour work  
17 week, a nine day, 80 hour bi-weekly work schedule, or other alternative schedule in order to support  
18 the County Commute Trip Reduction program. Employees will submit written requests for  
19 alternative work schedule approval to the section manager/designee. Requests will be evaluated and  
20 approved or denied relative to the business needs of the organization, and must be reviewed at least  
21 annually. In administering any such alternative work schedule, the following working conditions  
22 shall prevail:

23 **A.** Employee participation shall be on a voluntary basis unless the section manager  
24 determines that an alternative schedule is essential to the business needs of the organization. The  
25 establishment of and approval for alternative work schedule is vested solely within the purview of the  
26 County and may be changed from time to time. Such changes will normally require at least a two  
27 week notice to the employee.

28 **B.** Section 6.9 sets forth terms regarding holidays and alternate work schedules.

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

4 D. Employees who currently work on an alternative work schedule shall be permitted  
5 to retain that work schedule, subject to the management approval requirements in Section 8.1.A.

6 **8.2 Overtime.**

7 A. Except as otherwise provided in this Article, FLSA non-exempt employees shall be  
8 paid at an overtime rate of time and one-half their regular rate of pay for all hours compensated in  
9 excess of 40 hours per week.

10 B. Overtime work shall require the prior approval of the employee's section  
11 manager/designee.

12 C. Benefit Time and worked hours on a holiday (which are paid at time and one-half  
13 the regular rate) shall not be combined to equal greater than the employee's normally scheduled  
14 workday for the purposes of determining compensated hours in the workweek for overtime purposes.

15 **8.3 Compensatory Time.** A FLSA non-exempt employee may request, and with approval of  
16 the section manager, may receive time off in lieu of overtime pay. Such time shall be earned on a  
17 time and one-half basis as provided under this article. In accordance with the law the employee must  
18 initiate all requests for compensatory time off in lieu of overtime pay, and compensatory time  
19 accumulations will be governed by County policy. Any unused compensatory time will be cashed out  
20 on the last payroll of the year.

21 **8.4 Benefits for Employees Held Over.** Employees asked to work beyond their normally  
22 scheduled shift may use a County telephone to notify home when travel plans have changed.  
23 Employees working two consecutive hours of unscheduled overtime immediately following the  
24 employee's regularly scheduled workday will be eligible to receive a meal expense reimbursement up  
25 to six dollars. This provision only applies when employees are not informed of the need for overtime  
26 in advance of the start of their shift. Employees must submit meal receipts to their supervisor to  
27 receive reimbursement.

28 **8.5 Call Back.** A FLSA non-exempt employee covered by this Agreement who is not on

1 standby and is called to duty after completion of his/her regular shift or workweek, not contiguous  
2 with the employee's next regular shift shall be granted a minimum of four hours pay at the time and  
3 one-half rate of pay. Paid status will begin upon arrival at the work location, and will terminate at the  
4 completion of required work. In the event this overtime work is accomplished prior to the normal  
5 working hours and the employee subsequently works his/her regular shift, pay for the regular shift  
6 shall be at the employee's straight time rate.

7 **8.6 Definition of Call Back.** A Call Back shall be defined as a circumstance where an FLSA  
8 non-exempt employee has left the work premises at the completion of his/her regular work shift and  
9 is required to report to duty prior to the start of his or her next regularly scheduled work shift. An  
10 employee who is called back to report to work before the commencement of his or her regular work  
11 shift shall be compensated in accordance with the Call Back provisions under Section 8.5. An  
12 individual on standby pay is not eligible for call back pay.

13 **8.7 Telecommuting.** TEA and the County mutually recognize the importance of regularly  
14 reporting to the assigned work site for the purposes of accomplishing work, however, consistent with  
15 past practice, an employee may occasionally request, and a supervisor may occasionally approve, an  
16 alternative telecommuting work schedule for a limited period of time for the purpose of  
17 accommodating and balancing the individual needs of an employee and the business needs of the  
18 organization. Additionally, employees are covered by the King County Telecommuting Policy (PER  
19 18-4 (AEP)), and any amendments thereto.

20 **8.8 Home Free Guarantee.** The County will operate a program to provide employees with a  
21 free ride home, by taxi, if on a given day the employee has commuted to work by bus, carpool,  
22 vanpool, bike or walking on the day of the trip and has an emergency that day which requires the  
23 employee to leave work at other than the employee's regularly scheduled quit time. Determination of  
24 what constitutes a qualified emergency will be made at each worksite by the employee designated by  
25 the County. Employees can exercise their home free guarantee a maximum of eight times per  
26 calendar year.

27 **ARTICLE 9: LAYOFF, RECALL AND TRANSFER**

28 **9.1 Layoff.** In the event of a reduction in force due to lack of work or lack of funds, layoffs

1 will be conducted at the division level. The WTD director/designee will provide written notification  
2 to the individual(s) whose position(s) is/are being eliminated. Prior to instituting layoff  
3 notification(s), all temporary, term-limited-temporary (TLT) and probationary employees within the  
4 skill area affected by the primary layoff (e.g. structural, mechanical, electrical, etc.) shall be released;  
5 provided, however, that WTD may retain a limited number of TLT employees during layoffs when  
6 there exists a legitimate business need to do so (e.g., the TLT is working on a project which is  
7 expected to be completed within four months of the date the layoff takes effect, the TLT possesses or  
8 the project requires unique skills and/or experience within the broader skill area, the project involves  
9 extensive communication and relationship with community members, etc.).

10 **9.2 Bumping.** A regular career service employee who has completed a probationary period  
11 so notified may accept layoff or elect to bump an employee with less seniority covered by this  
12 Agreement, as provided within this section; provided, however, that a TLT employee who has been  
13 retained through layoff pursuant to Section 9.1 shall not be bumped. An employee will have five  
14 work days from the time of written notification of layoff to provide written response to the County of  
15 his/her intent to exercise his/her bumping rights. An employee will forfeit his/her bumping rights if  
16 his/her written response is not submitted within five days or the County has not accepted a late filing  
17 of the response. The County will, if it determines that there are warranting circumstances, accept a  
18 late filed response from an employee. Late response from those employees who could not be notified  
19 of a reduction in force due to leave, absence, or long-term vacation, etc., will be accepted.

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

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

25 **A.** Bump within the WTD to displace the least senior employee in his/her same  
26 classification for which she/he is qualified;

27 **B.** Bump the least senior employee within the WTD in a lower paying classification in  
28 his/her same classification series for which she/he is qualified;

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

4 D. Bump the least senior employee within the WTD in a lateral classification (one  
5 that has the same top rate of pay) for which she/he is qualified and has previously served a  
6 probationary period or had probation waived by the County.

7 **9.3 Transfer.** In lieu of laying off a career service employee, the director of the Department  
8 of Executive Services/designee may reassign such employee to a comparable, vacant position, when  
9 the director determines such reassignment to be in the best interest of the County.

10 **9.4 Recall Rights.** A career service employee who is laid off will have recall rights to his/her  
11 previous position for two years from the date of layoff. An employee retains his/her recall rights if  
12 she/he accepts a lesser position with the County. An employee who is laid off shall forfeit his/her  
13 recall rights if he/she refuses a recall to a comparable position.

14 **9.5 Notice of Recall.** A career service employee will have ten days from the date the notice  
15 of recall is sent by certified mail in which to notify the County of whether she/he will accept the  
16 position. The County will consider the employee's failure to notify the County within ten days of  
17 refusal, however, if the County determines that there are warranting circumstances, it may accept a  
18 late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep  
19 the County informed of his/her current address.

20 **9.6 Reinstatement.** A career service employee recalled within two years from the time of  
21 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of  
22 layoff, and benefit time accrual rate restored.

23 **ARTICLE 10: DISCIPLINE**

24 **10.1 Just Cause Standard.** No career service employee shall be disciplined or discharged  
25 except for just cause. Probationary and temporary employees are employed at will and may be  
26 disciplined and discharged at any time by the County. Probationary and temporary employees may  
27 not grieve or in any way appeal discipline or discharge under this Agreement.

28 Term-limited temporary ("TLT") employees are not subject to the just cause requirement but



1 will be granted due process as defined in this section. Before being disciplined or discharged, except  
2 where the action is taken for budgetary or operational reasons, TLTs shall be provided a due process  
3 review. Not less than two working days before the review, the employee shall be advised of the  
4 intended action and shall be provided notice of the allegations and all documentation relating to the  
5 allegations. TLTs shall be entitled to union representation at the review, which shall be held with the  
6 decision-maker.

7 **10.2 Probationary Period for New employees.** New employees shall be subject to a six  
8 month probationary period. Employees who have been assigned to a position as an acting or TLT  
9 shall be provided credit for such time toward this period at the discretion of the appointing authority.  
10 A probationary period may be extended beyond six months but no more than 12 months upon  
11 agreement of the County, the employee, and TEA. A new employee shall receive a one-step pay  
12 increase upon successful completion of the probationary period, unless the employee is already at the  
13 top step (Step 10) of the wage range.

14 **10.3 Trial Service Period upon Promotion, Reclassification, Transfer or Demotion.**

15 Career Service bargaining unit employees promoted, reclassified or transferred to a new  
16 position in the bargaining unit shall be subject to a six month trial service period in the new position.  
17 Employees who have been performing the work of the new position in an acting capacity, or as the  
18 result of a reclassification, may be provided credit for such time toward this period at the discretion of  
19 the appointing authority. An employee successfully completing a trial service period may be eligible  
20 for a one step pay increase at the discretion of the hiring authority.

21 An employee who does not successfully complete the trial service period in a position to  
22 which the employee has been promoted, transferred or reclassified may be restored to the employee's  
23 former position, former salary, and all other benefits to which the employee would have been entitled  
24 if the promotion, transfer or reclassification had not occurred. Provided further, there are no  
25 reversion rights if discharged for cause. Reversion will occur if the former position is still vacant (has  
26 not been offered and accepted by an applicant), and the position still exists. If the former position is  
27 unavailable, the individual will be offered any vacant WTD TEA represented position for which they  
28 are qualified. If they accept a lower range position, they will have recall rights to the next available

1 position of the range they had at the time of the initial transfer for a period of up to two years. If no  
2 vacancy exists, the employee shall be separated from employment and shall be eligible for recall to  
3 any of the positions specified in this section for a period of up to two years. If they refuse to accept a  
4 position of equal range and similar duties (to the position initially vacated) for which they are  
5 qualified, they will be discharged without recall rights. An employee not successfully completing a  
6 trial service period upon voluntary or involuntary demotion will be separated from employment with  
7 no reversion or recall rights.

8 **10.4 Disciplinary Action.** Disciplinary action may include but not be limited to a written  
9 reprimand, suspension without pay, involuntary demotion, withholding of a step increase, reduction  
10 of a pay step, and discharge. The type and level of disciplinary action issued will be determined by  
11 the County based on the nature and severity of the behavior and/or performance deficiency that led to  
12 the disciplinary action. The suspension without pay of an employee who is exempt under the Fair  
13 Labor Standards Act may only be in full week increments unless the infraction is for the violation of a  
14 major safety rule. Counseling whether verbal or written, is not considered discipline and is not  
15 subject to the grievance procedure of this Agreement.

16 **A. Verbal and Written Counseling.** Instances of prior counseling shall not be used  
17 as a resolved disciplinary action for purposes of future disciplinary actions. However, instances of  
18 prior counseling may be used as prior notice to the employee and may be taken into account  
19 accordingly for subsequent disciplinary actions. Additionally, employees may provide a written  
20 response to any counseling maintained in the employee's personnel file, and said response shall be  
21 maintained in the employee's personnel file as well.

22 **10.5 Cause for Disciplinary Action.**

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

- 25 • Dishonesty, including but not limited to dishonesty in securing appointment
- 26 • Gross misconduct
- 27 • Incompetence
- 28 • Inefficiency

- 1 • Unauthorized absence, including patterns of continual tardiness
- 2 • Neglect of duty
- 3 • Insubordination
- 4 • Consumption of or being under the influence of alcohol or other drugs while on
- 5 duty
- 6 • Conviction of a crime
- 7 • Disorderly conduct while on duty
- 8 • Negligent, reckless or knowing damage to or waste of public property
- 9 • Violation of any of the provisions of applicable federal or state law relating to
- 10 political activities
- 11 • Negligent, reckless or knowing violation of any of the provisions of the personnel
- 12 guidelines or this Agreement.
- 13 • Violation of any lawful order, directive, or policy of a superior, including but not
- 14 limited to the Executive, department directors and division managers, or a violation
- 15 of the Employee Code of Ethics.

16 **ARTICLE 11: CONFLICT RESOLUTION**

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

28 **ARTICLE 12: GRIEVANCE PROCEDURE**

1           **12.1 Nature of the Procedure.** Any dispute between the County and TEA or between the  
2 County and any employee covered by this Agreement concerning the interpretation, application, claim  
3 of breach or violation of the express terms of this Agreement shall be deemed a grievance.

4           Every effort will be made to settle grievances at the lowest possible level of supervision with  
5 the understanding grievances will be filed at the step in which there is authority to adjudicate,  
6 provided the immediate supervisor is notified. Employees will be unimpeded and free from restraint,  
7 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievance. The  
8 conflict resolution procedure described in Article 11 of this agreement is also an encouraged method  
9 for resolving problems.

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

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

15           **12.2 Grievance Steps.** A grievance in the interest of a majority of the employees in a  
16 bargaining unit shall be reduced to writing by TEA and may, at its discretion be introduced at Step 2  
17 of the grievance procedure and be processed within 21 calendar days of the alleged violation or  
18 knowledge of the alleged violation.

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

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

28           **Step 2:** If the grievance is not resolved as provided in Step 1 above, it shall be forwarded in

1 writing to the section manager within ten calendar days of the Step 1 written response. The manager  
2 shall convene a meeting with TEA within ten calendar days after receipt of the grievance. The  
3 meeting shall include the aggrieved employee (at their option). The manager must reply in writing to  
4 TEA within ten calendar days after the grievance meeting. The manager will consult with WTD HR  
5 and the King County Office of Labor Relations and provide copies of all written grievances and  
6 responses to the WTD HR and the King County Office of Labor Relations. If the grievance is not  
7 pursued to the next higher level within ten calendar days of the issuance of the Step 2 decision (or the  
8 date the decision is due) it shall be presumed resolved.

9         **Step 3.** If the grievance is not resolved as provided in Step 2 above, it shall be forwarded in  
10 writing to the King County Office of Labor Relations Director/designee within ten calendar days of  
11 the Step 2 written response (or the date the response was due). The grievance statement must include  
12 a brief description of the events that are the basis of the grievance, the provisions of this Agreement  
13 that the employee believes have been violated, and the requested remedy. All requested letters,  
14 memoranda and other written materials previously considered at Step 1 and 2 shall be made available  
15 for the review and consideration of the Labor Relations Director/designee. He/she shall make his/her  
16 written decision available within 20 calendar days of receipt of the grievance; copies will be provided  
17 to the employee, the TEA representative, and the employee's division director/designee, WTD HR. If  
18 the grievance is not pursued to the next higher level within 30 calendar days of the issuance of the  
19 Step 3 decision (or the date the response was due) it shall be presumed resolved.

20         If the County and TEA have been unable to resolve the grievance, the TEA may request  
21 mediation or arbitration and will have 30 calendar days to formalize this request in writing to the  
22 Labor Relations Director/designee who will provide a copy to WTD HR.

23         **Step 4: Mediation** - If the parties mutually agree to mediation, the County and Association  
24 will have 30 calendar days from the mediation request date to schedule a mediation date. The County  
25 and the Association shall mutually agree upon a mediator. The decision reached in mediation shall be  
26 binding on the parties and, unless specifically agreed otherwise, not form a precedent with WTD for  
27 similar issues. If resolution is not reached in mediation, issues may be referred to arbitration, if it  
28 concerns the proper application or interpretation of the agreement.

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

3 The Association will have 30 calendar days from the conclusion of mediation to make a  
4 written request for arbitration to the King County Office of Labor Relations who will provide a copy  
5 to WTD HR.

6 **Step 5: Arbitration** - If the grievance is not settled at Step 1, 2, 3 4, either of the parties to  
7 this Agreement may submit the grievance to binding arbitration.

8 After the Demand for Arbitration is filed, the County and TEA will meet to select, by mutual  
9 agreement, an arbitrator. If the parties are unable to arrive at an agreement, either party may petition  
10 for a list of nine arbitrators from the Public Employment Relations Commission after which an  
11 arbitrator shall be selected by the alternate striking of names, with the first strike to be determined by  
12 the flip of a coin.

13 **12.3 Arbitrator's Authority.** In connection with any arbitration proceeding held pursuant to  
14 this Agreement, it is understood as follows:

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

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

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

24 4. The arbitrator's decision shall be made in writing and shall be issued to the parties  
25 within 30 days after the case is submitted to the arbitrator.

26 **ARTICLE 13: NON-DISCRIMINATION**

27 The County or the Association shall not unlawfully discriminate against any employee with  
28 respect to compensation, terms, conditions or privileges of employment because of race, color, creed,

1 religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory  
2 disability, or union activities. Employees may process a grievance dealing with unlawful  
3 discrimination to Step 3 of the grievance procedure as described in Article 12. Failing to reach a  
4 settlement, employees may take the issues under this Article to the appropriate agency for  
5 adjudication.

6 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

7 **14.1 No Work Stoppages.** The County and the Association agree that the public interest  
8 requires efficient and uninterrupted performance of County services and to this end pledge their best  
9 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association shall  
10 not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any  
11 customarily assigned duties, sick leave absence which is not bona fide, or other interference with  
12 County functions by employees under this Agreement and, should same occur, the Association agrees  
13 to take appropriate steps to end such interference. Any concerted action by employees shall be  
14 deemed a work stoppage if any of the above activities occurs.

15 **14.2 Association's Responsibilities.** Upon notification in writing by the County to the  
16 Association that any of its members are engaged in such work stoppage, the Association shall direct  
17 each of its members to cease such stoppage and provide the County with a copy of such order. In  
18 addition, if requested by the County, a responsible official of the Association shall publicly order such  
19 employees to cease engaging in such a work stoppage.

20 **ARTICLE 15: PART-TIME AND TEMPORARY EMPLOYMENT**

21 **15.1 Part-Time Employees.** The section manager/designee may approve an employee's  
22 request for a part-time schedule. Such approval is conditional on the County's determination of its  
23 business needs, and may be rescinded at any time due to changing business needs. The County shall  
24 normally provide a part-time employee at least a two week notice of any necessary change to the  
25 employee's part-time status.

26 All regular part-time employees scheduled for one-half time or more shall receive full medical  
27 benefits and privileges and prorated leave benefits. For FLSA non-exempt employees, any hours  
28 worked in excess of the part-time employee's approved schedule up to 40 hours per week shall be

1 paid at the straight time rate. Compensation for hours paid in excess of 40 hours per week for non-  
2 exempt part-time employees shall be in accordance with Article 8.

3 **15.2 Part-time FLSA Exempt Employees.** Part-time regular employees are those  
4 employees who work at least half-time but less than full-time in a calendar year. The following  
5 applies to part-time regular employees who are in job classifications that have been designated as  
6 FLSA exempt:

7 • Part-time regular employees are treated for all purposes including compensation  
8 consistent with the FLSA designation of their job classification.

9 • Part-time regular FLSA exempt employees have their workload expectations and  
10 pay established relative to a full-time position.

11 • In accordance with the Executive Policy PER 8-1-2 (AEP), with approval of the  
12 HRD director, an employee who would otherwise be exempt from the FLSA may be compensated on  
13 an FLSA non-exempt basis when the department director determines that this method is in the best  
14 interests of the department.

15 • Part-time regular FLSA exempt positions may be approved by hiring authorities on  
16 the following bases, in which both the pay level and workload expectations are established relative to  
17 a full-time equivalent (FTE) position:

- 18 ■ 0.5 FTE (20 hours per workweek)
- 19 ■ 0.6 FTE (24 hours per workweek)
- 20 ■ 0.75 FTE (30 hours per workweek)
- 21 ■ 0.8 FTE (32 hours per workweek)
- 22 ■ 0.9 FTE (36 hours per workweek)

23 **15.3 Temporary Employees.** Term-limited temporary employees who have served at least  
24 one year with WTD shall be eligible to compete as internal candidates for full-time career service  
25 positions represented by TEA. Term-limited temporary employees shall be eligible to request a part-  
26 time schedule in accordance with Section 15.1 above.

27 **ARTICLE 16: TIME, SPACE AND PROPERTY**

28 **16.1 Workplace Access.** TEA representatives may, after notifying the appropriate section



1 manager in charge, visit the work location of employees covered by this Agreement at any reasonable  
2 time for the purpose of investigating grievances. Such representative shall limit his or her activities  
3 during such investigations to matters relating to this Agreement.

4 **16.2 Facilities.** County space and facilities may be used by the Association for the purposes  
5 of administering the terms of this agreement so long as it does not interfere with the normal  
6 operations of the work site.

7 **16.3 Release Time.** The County agrees to recognize up to eight employees appointed and  
8 identified by TEA as representatives. When contract administration business is conducted during  
9 working hours, these employees are responsible for coordinating in advance with their section  
10 manager or designee so as to not negatively impact section workload. Contract administration  
11 includes Weingarten hearings, formal and informal grievances, mediation hearings and other  
12 meetings (excluding arbitrations), and similar contract related work with section managers and  
13 division management. TEA meetings that do not include section managers or division management  
14 will be conducted during non-working hours, meal periods or break periods. Release time for  
15 contract negotiation sessions between the County and TEA will be limited to up to a total of four  
16 persons for the two bargaining units.

17 **16.4 Bulletin Boards.** The County shall provide bulletin board space for the use of TEA in  
18 areas accessible to the members of the bargaining units. Only recognized officers and staff  
19 representatives of TEA will be entitled to post and remove TEA materials, and only materials  
20 originating from and identified as official TEA documents with a TEA signature, logo, or appropriate  
21 stamp may be posted on the TEA bulletin board space.

22 **16.5 Equipment Use.** The County recognizes that County business will include certain  
23 activities relating to contract administration. Employees who are designated by TEA as  
24 representatives may make limited use of County telephones, FAX machines, copiers and similar  
25 equipment for the purpose of contract administration. As an example, a few copies made  
26 occasionally would be limited use of the copier, not copies for the entire bargaining unit or sections  
27 thereof. Similarly, use of the FAX, computer, and telephone would be on an occasional as needed  
28 basis and not on a routine basis and not for communications broadcast to large numbers of

1 employees. In addition, such employee representatives may use the County electronic email system  
2 for communications related to contract administration provided that the use is limited to use which is  
3 brief in duration and accumulation, and which does not interfere with or impair the conduct of other  
4 official County business.

5 **ARTICLE 17: SAVINGS CLAUSE**

6 Should any part hereof or any provision in this Agreement be rendered or declared invalid by  
7 reason of any existing or subsequently enacted legislation or by any decree of a court of competent  
8 jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the  
9 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within  
10 30 calendar days and negotiate such parts or provisions affected. The remaining parts or provisions  
11 of this Agreement shall remain in full force and effect.

12 **ARTICLE 18: WAGE RATES**

13 **18.1 Pay Ranges.** Pay ranges for each classification are set forth in Appendix A.

14 **18.2 General Wage Increases.**

15 A. The wage rate for 2017 shall be increased by 2.25%.

16 B. The wage rate for 2018 shall be increased by 2.88%.

17 C. The wage rate for 2019 shall be increased by 3.47%)

18 D. The wage rate for 2020 shall be increased by 3%.

19 **18.3 Normal Withholding.** All payments made pursuant to this Agreement shall be subject  
20 to regular and legally required withholding; this will include deductions for purposes of the Public  
21 Employment Retirement System (PERS). The County shall be responsible to the Department of  
22 Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible  
23 to the County for repayment of the employee's share of their PERS contribution. Each individual  
24 shall have the PERS employee obligation deducted from any retroactive payment check.

25 **18.4 Implementation Schedule.** The County will implement any pay increases set forth in  
26 this Agreement as soon as practicable and consistent with all applicable laws.

27 **18.5 Professional Registration and Certification Pay.**

28 **18.5.1 Introduction.** To encourage professional development and to ensure the

1 employment of qualified personnel in appropriate classifications, compensation for professional  
2 licenses and certifications will be provided in accordance with this article. Such compensation shall  
3 be paid to those employees who have obtained professional licenses and certifications or completed  
4 further education or paid for memberships in organizations that are directly applicable to their  
5 employment.

6 **18.5.2 Professional Licenses.** Employees who have one or more current  
7 Washington State professional licenses in the branches of Architect, Civil, Mechanical, Electrical,  
8 Chemical, Environmental, Sanitary, or Structural shall be paid \$50 dollars per month. If the  
9 professional license is directly applicable to their employment, they will receive an additional \$50  
10 dollars per month.

11 **18.5.3 Certifications and Professional Designations.**

12 **A.** Within the terms of this Agreement, certifications include the following:  
13 • ACI American Concrete Institute Concrete Construction Special Inspector (CM  
14 Classification Only)  
15 • AWS American Welding Society Certified Welding Inspector (CM Classification Only)  
16 • IAEE International Association of Electrical Inspectors Master Electrical Inspector (CM  
17 Classification Only)  
18 • Crane Institute of America Certified Overhead Crane Inspector Certificate (CM  
19 Classification Only)  
20 • NACE National Association of Corrosion Engineers (CM Classification Only) or one of  
21 the following: Steel Structures Painting Council (SSPC), Protective Coating Inspector (PCI) or  
22 Concrete Coating Inspector (CCI) certifications. CCI and PCI are designations for special inspectors.  
23 • RCI Roof Consultant Institute Registered Roof Observer (RRO) or Registered Roof  
24 Consultant (RRC)  
25 • Association of Energy Engineers (AEE) Certified Energy Managers (CEM)  
26 • American Institute of Certified Planners  
27 • CMI Construction Manager  
28 • Certified Public Accountant  
• Hazardous Waste Certification HAZWOPER (when required by the job)

- 1 • One of: International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC,  
2 AMC (Real Property Agent, Environmental Programs Managing Supervisor, and  
WQPPM Classifications Only)
- 3 • One of: National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC  
4 (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM  
Classifications Only)
- 5 • One of: Project Management Institute Certification (PMP, PMR)
- 6 • ICC Underground Storage Tank Installation/Retrofitting Certification
- 7 • Washington State Associate Brokers License (Real Property Agent, Environmental  
8 Programs Managing Supervisor, and WQPPM Classifications Only)
- 9 • Washington State Bar Association
- 10 • Washington State Certified Real Estate Appraiser (Real Property Agent, Environmental  
Programs Managing Supervisor, and WQPPM Classifications Only)
- 11 • One of: Journey Electrician or Master Electrician or Electrical Administrator (CM  
12 Classification Only)
- 13 • One of: AHERA Asbestos Building Inspector or EPA Lead Inspector (CM Classification  
Only)
- 14 • Wastewater Treatment Operator
- 15 • One of: SAVE International (AVS, VMP, CVS)
- 16 • One of: AACE International (CCCT<sup>TM</sup>/CCE<sup>TM</sup>, CCT<sup>TM</sup>, EVPT<sup>TM</sup>, and PSP<sup>TM</sup>)
- 17 • Classical RCM or RCM 2 Facilitator
- 18 • Certified Maintenance and Reliability Professional (SMRP)
- 19 • Certified Professional in Erosion and Sediment Control
- 20 • Green Building Certification Institute (GBCI) LEED AP

21  
22 **B.** During the term of this Agreement, additional certifications may be added  
23 by mutual agreement of the parties to this Agreement.

24 **C.** All employees who have one or more valid certifications as described in  
25 Section 18.5.3.A above in a discipline directly applicable to their employment, shall be paid an  
26 additional \$50 dollars per month per certification up to a maximum of \$100 dollars per month.  
27 Employees must provide at least bi-annual documentation of a certification to receive compensation,  
28 or annually if certification requires annual renewal. Membership in an organization does not qualify

1 an employee for compensation.

2 **18.6 Professional Memberships, Licenses and Examination Reimbursements.**

3 Employees are encouraged to join professional organizations for the purpose of further  
4 professional development. The employer recognizes the value of professional affiliation and agrees  
5 to reimburse up to \$600 annually for approved individual professional memberships, licenses and/or  
6 examinations that are related to the employee's position. An employee should discuss their desired  
7 memberships with their supervisor and/or WTD HR to clarify whether it is an approved organization.  
8 Organizations or associations that issue the certifications/designations noted in Section 18.5.3 are  
9 approved, but as stated below, other restrictions may apply.

10 **A.** Employees may seek approval for reimbursement using the newly established  
11 process (form submission to supervisor for routing and approval). An employee may belong to more  
12 than one organization, but total reimbursements will not exceed the annual maximum, as stated  
13 above.

14 In situations when multiple employees want to join the same organization, management may  
15 approve an agency level membership or limit the number of individual memberships where benefits  
16 can be shared among employees. Membership dues covering a period of greater than 12 months will  
17 be prorated, but shall not exceed the annual cap.

18 **B.** Employees may seek reimbursement for professional exams that are relevant to the  
19 employee's position and duties. Employees may only seek reimbursement for a particular exam once  
20 during that year. The maximum reimbursement is limited to the amount stated above for any  
21 combination of memberships and/or exams.

22 **18.7 Pay on Completing Probation.** Newly hired employees (i.e., not including  
23 promotions or trial service situations) shall receive a one step increase upon satisfactory completion  
24 of the probationary period.

25 **18.8 Pay on Promotion.** An employee who is promoted will be placed either in the first step  
26 of the new salary range or at the step which is the equivalent of two steps (approximately five  
27 percent) more than the employee's former salary step, whichever is greater, but not to exceed the top  
28 step of the new range except as provided for below.

1 If the former salary step includes an above step-ten amount as a result of an incentive increase,  
2 the employee's new salary is based upon the above step-ten amount, provided that if such increase  
3 results in a salary that is above the top step of the new range (not to exceed five percent above the top  
4 step) the salary will be reduced to the top step at the end of the merit period unless the employee re-  
5 qualifies for an above-step-10 merit award.

6 When a promotion results from other than a reclassification, the appointing authority may  
7 place the promoted employee at any higher step in the salary range when the department director  
8 determines this action is warranted based on the criteria set forth in this Agreement and/or Personnel  
9 Guidelines as applicable, provided funds are available in the agency.

10 **18.9 Advancement Through Pay Range.** Career service employees who are not on  
11 probation shall advance through the applicable pay range at two step increments, up to step 10,  
12 provided the employee does not receive an annual performance evaluation with an overall rating  
13 below satisfactory. Advancement beyond the top of the pay range, or above-top-step merit pay, shall  
14 be in accordance with King County's Merit Pay Manual, except where such sources conflict with this  
15 Agreement or with any established past practice between the parties. A Merit Score of 4.25 will be  
16 considered "Outstanding" in accordance the King County's Merit Pay Manual and this Agreement.

17 Advancement through the new pay range for term-limited temporary employees shall be in  
18 accordance with the County HRD August 2003 Term-Limited Temporary Procedures, except where  
19 such sources conflict with this Agreement or with any established past practice between the parties.

20 **18.10 Standby Pay.** FLSA non-exempt employees assigned to standby duty with a pager or  
21 phone will receive ten percent of their base wage rate for each hour that they are assigned to respond  
22 to a call outside their normally scheduled work hours. To qualify for the payment, employees must be  
23 in a condition ready and able to report to work while assigned to respond to the call. If the employee  
24 reports to work, the employee will be paid at the regular rate and will not receive standby pay during  
25 that time. FLSA exempt employees shall not be eligible for standby pay.

26 **18.11 Night Differential.** FLSA non-exempt employees assigned to projects that involve  
27 night work (between the hours of 8 P.M. and 4 A.M.) and which have a project duration of two weeks  
28 or longer, will be entitled to a shift premium of five percent of their regular rate of pay for each

1 scheduled hour worked between 8 pm and 4 am. FLSA exempt employees shall not be eligible for  
2 night shift differential.

3 **ARTICLE 19: CONTRACTING OUT**

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

15 **ARTICLE 20: SAFETY STANDARDS**

16 The County and its employees value a safe working environment and recognize their mutual  
17 obligation to maintain safety standards. The County shall adopt and enforce a program in accordance  
18 with applicable state and federal laws and regulations. The County may create and enforce safety  
19 standards above those required by law, provided that nothing in this Article waives TEA's rights to  
20 collectively bargain. The County shall supply and maintain safety-related items and equipment as  
21 required by law or department or division policy or directive.

22 **20.1 Personal Protective Equipment (PPE)**

23 The County shall provide each employee with required PPE and replace same as needed. The  
24 County retains sole discretion to determine what constitutes required PPE for the employee's job  
25 assignment.

26 **20.2 Footwear**

27 The County agrees to provide safety footwear in accordance with division policies and  
28 procedures.

1 **ARTICLE 21: SPECIAL CONDITIONS**

2 **21.1 Authorized Leave Due to Inclement Weather or Safety Concerns.**

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

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

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

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

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

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

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

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

28 **21.2 Automobile Reimbursement.** No employee shall be required as a condition of



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

4 **21.3 Transit Passes.** All employees covered under this Agreement shall receive an annual  
5 transit pass entitling the holder to ride without payment of fare on public transportation operated  
6 under the County's authority. In addition, such employees shall be entitled to use the transit pass to  
7 ride without payment of fare on public transportation services operated by or under the authority of  
8 Sound Transit, Pierce Transit, Kitsap Transit, and Community Transit, subject to agreements with  
9 such agencies as may be entered into by the County.

10 **21.4 Defense and Indemnification.** Whenever an employee is named as a defendant in a  
11 civil action arising out of the performance of the employee's duties and is acting within the scope of  
12 employment, the County shall, at the written request of the employee, furnish counsel (or, solely at  
13 the County's discretion, reimburse the employee the cost of their private counsel) to represent the  
14 employee to a final determination of the action, without cost to the employee, and indemnify the  
15 employee from any damages arising from such action or proceeding as consistent with the County  
16 Code, Chapter 2.21.

17 **ARTICLE 22: RETIREMENT**

18 All eligible employees shall be covered by the Public Employee Retirement System.

19 **ARTICLE 23: PERSONNEL ACTIONS**

20 **23.1 Job Postings.** The County and the Association agree to develop and maintain a  
21 promotional system that will allow employees to be promoted to job classifications within  
22 employees' own bargaining unit depending on their demonstrated skills, knowledge, and the  
23 availability of higher level work and funding. The benefits to the employees and the organization  
24 include the following:

- 25 • Increases efficiency and effectiveness by retaining trained and qualified employees
- 26 • Promotes a productive, high quality work environment
- 27 • Provides employees with career growth opportunities within WTD
- 28 • Enhances employee morale

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

- 3 • Hiring the most qualified candidate to fill the position
- 4 • A quick and fair process
- 5 • Promoting from within

6 Management will determine staffing requirements based on an analysis of the business needs.  
7 When new positions are created or vacant positions are to be filled, employees represented by the  
8 Association will be notified via email. Employees shall complete and submit all requested  
9 application materials by the required application deadline.

10 Vacancies may be advertised simultaneously to the employees represented by the Association  
11 and those outside the Association in the interest of efficiency. Application materials will be reviewed  
12 to identify those bargaining unit candidates who meet the minimum qualifications of the positions  
13 based on the “qualifications” and “special necessary requirements” listed on the job bulletin. The  
14 highly qualified candidates are those who meet the “highly desirable” and/or “desirable”  
15 qualifications listed on the job bulletin. From this group, management will interview a minimum of  
16 three highly qualified candidates before considering outside candidates. If there are fewer than three  
17 highly qualified candidates represented by the Association, management may also consider the  
18 outside candidates. The most qualified candidate will be selected.

19 An employment list which has been created for one or more vacancies may be used multiple  
20 times within six months of its initial creation. Otherwise, a previous employment list may not be  
21 reused for future vacancies.

## 22 **23.2 Work out of Classification**

23 **A. General.** Employees are to be properly paid for their assigned body of work,  
24 except in the case of incidental assignment as described below. No employee may assume the duties  
25 of a higher paid position without formal assignment, except in a bona fide emergency. Employees are  
26 not entitled to classification changes or compensation for work that is not assigned.

27 **B. Incidental Assignment.** Nothing in this article shall limit the County from  
28 assigning an employee incidental work outside of the employee’s current classification; such

1 incidental work assignment shall not constitute the basis for an out-of-class assignment.

2           **C. Special Duty Assignment.** Employees may be assigned work out of their regular  
3 classification on a temporary basis by special duty assignment. Special duty assignments may be  
4 filled for no more than one year without a process that includes solicitation of interest and selection  
5 based upon job-related criteria. Restrictions on the length of the assignment are governed by County  
6 policy and the Personnel Guidelines. If this assigned work is to a lower classification, the employee  
7 will receive his/her normal rate of pay. Compensation for such special duty assignment shall begin  
8 on the day identified in the written assignment.

9           **D. Pay on Special Duty**

10           **1.** Pay for a special duty assignment shall be to the first step of the pay range  
11 of the existing higher-level job classification or to a pay step in the existing higher classification that  
12 provides at least the equivalent of two steps (approximately five percent) increase over the  
13 employee's current rate of pay, whichever is greater.

14           **2.** Special duty compensation may not exceed the top step of the new range  
15 unless the employee was receiving above-Step-10 merit pay. In those instances, the pay may exceed  
16 the maximum of the new pay range by no more than five percent and shall continue only as long as  
17 the merit pay would have remained in effect.

18           **3.** When the special duty assignment is completed, the employee's pay shall  
19 revert to the pay rate the employee would have received if the employee had not been assigned to  
20 special duty. The employee shall not lose merit pay for job performance issues related specifically to  
21 the special duty assignment. However, job performance issues not related specifically to the special  
22 duty assignment (e.g. attendance, coworker relations, etc.) or disciplinary issues may affect eligibility  
23 for merit pay.

24           **4.** Special duty pay shall not be considered part of an employee's base pay rate  
25 for purposes of placement within a pay range as a result of promotion or reclassification.

26           **23.3 Accretion of duties and Reclassification.** Incidental assignments can have the  
27 cumulative effect of creating out-of-classification work by accretion when assigned work out of the  
28 employee's current classification becomes the preponderance of the work performed by the employee.

1 Under these circumstances, employees may request the Human Resources Director/designee to  
2 review their job duties to determine if the duties and responsibilities performed by the employee are  
3 more accurately described in another, more appropriate, job classification.

4 **A. County Classification Review Procedure.** Employees will submit their request  
5 for reclassification by completing a Position Description Questionnaire (PDQ) and forwarding it to  
6 the WTD HR Service Delivery Manager (SDM), who will forward it to the supervisor for review and  
7 comment. After the supervisor has reviewed and commented it will be submitted to the section  
8 manager and the division director before being returned to the WTD SDM for finalization. Once the  
9 PDQ has been finalized, it will be delivered to the County Human Resources Department for a  
10 classification analyst to review the request according to their policies and procedures and notify the  
11 employee of their findings when the review is completed.

12 **B. Effective Date.** The effective date of reclassification under this article will be 30  
13 days from the initial submission of a fully completed PDQ to WTD SDM, or the date of the  
14 completed supervisor review, whichever is less (incomplete PDQ's will not be considered as received  
15 if the WTD HR analyst returns the PDQ to the employee for further completion).

16 **C. Classification and Compensation.** Classification and compensation shall be in  
17 accordance with this Agreement. If a reclassification results in assignment to a higher paid  
18 classification, then the employee shall receive at least step one of the new pay range or two steps  
19 above the employee's current rate of pay, whichever is highest.

20 **D. Appeal.** The County and the Association agree that disputes relating to the  
21 classification of a position will be submitted to the director/designee of Human Resources  
22 Department for reconsideration. If the Association disagrees with the director's/designee's decision it  
23 may, within 30 days, submit the issue to a neutral third party. The neutral party will be selected in  
24 accordance with the grievance procedure in this Agreement. The decision of the neutral party shall be  
25 binding upon all parties. The classification issue (other than jurisdictional and pay-related) shall be  
26 presented to the neutral party and will not be subject to the King County Personnel Board or binding  
27 arbitration.

28 **ARTICLE 24: BENEFIT PLAN**

1           **24.1** The County presently participates in group medical, dental and life insurance programs.  
2 The County agrees to maintain the level of benefits as currently provided by these plans and pay  
3 premiums as currently practiced, during the life of this Agreement unless modified by the Joint Labor  
4 Management Insurance Committee (JLMIC).

5           **24.2** The Union and County agree to incorporate changes to employee insurance benefits  
6 which the County may implement as a result of the agreement of the JLMIC.

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**ARTICLE 25: DURATION**

This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the Metropolitan King County Council and the King County Executive and shall be in effect from January 1, 2017 until December 31, 2020.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
King County Executive

For the Association:

\_\_\_\_\_  
Alton Gaskill, President  
Technical Employees' Association

**APPENDIX A  
WAGE ADDENDUM**

**cba Code: 459**

**Union Code: W3**

<b>Supervisors Unit</b>			
<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification</b>	<b>Range*</b>
5401100	540202	Environmental Programs Managing Supervisor	73/74**
7119500	710402	Project Control Engineer Supervisor	73/74**
7160600	712802	Wastewater Capital Projects Managing Supervisor	74/75**
7117600	715602	Wastewater Construction Management VI	74/75**
7116600	714102	Wastewater Engineer Supervisor	74/75**

\* All salary ranges are on the King County "Squared" Salary Schedule.

\*\*Range increases are effective 2019.

**cba Code: 459**

**Union Code: W4**

<b>Staff Unit</b>			
<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification</b>	<b>Range*</b>
2810200	281307	Administrator II	56
2810300	281402	Administrator III	63
2131100	214109	Business and Finance Officer I	53
2131200	214213	Business and Finance Officer II	58
2131300	214308	Business and Finance Officer III	62
2215100	223802	Contract Specialist I	56
2215200	223902	Contract Specialist II	61
4300100	431208	Customer Service Specialist I	32
4300200	431312	Customer Service Specialist II	36
7118100	716002	Designer I	43
7118200	716102	Designer II	47
7118300	716202	Designer III	52
7118400	716303	Designer IV	55
7118500	716402	Designer V	59
7118600	716502	Designer VI	63
7119100	717002	Project Control Engineer I	54/55**
7119200	717102	Project Control Engineer II	59/60**

Staff Unit			
Job Class Code	PeopleSoft Job Code	Classification	Range*
7119300	717202	Project Control Engineer III	63/64**
7119400	710303	Project Control Engineer IV	67/68**
2441100	243110	Project/Program Manager I	53
2441200	243212	Project/Program Manager II	58
2441300	243312	Project/Program Manager III	63
2441400	243404	Project/Program Manager IV	68
2634100	264802	Real Property Agent I	49
2634200	264902	Real Property Agent II	55
2634300	265002	Real Property Agent III	61
2634400	265102	Real Property Agent IV	67
2243100	225303	Records Management Specialist	46
7160100	712302	Wastewater Capital Project Manager I	56/57**
7160200	712402	Wastewater Capital Project Manager II	61/62**
7160300	712502	Wastewater Capital Project Manager III	68/69**
7160400	712602	Wastewater Capital Project Manager IV	71/72**
7117100	715102	Wastewater Construction Management I	53
7117200	715202	Wastewater Construction Management II	58
7117300	715302	Wastewater Construction Management III	63
7117400	715402	Wastewater Construction Management IV	67
7117500	715502	Wastewater Construction Management V	70
7117600	715603	Wastewater Construction Management VI	73
7116200	713702	Wastewater Engineer - Entry	59/60**
7116300	713802	Wastewater Engineer - Journey	63/64**
7116400	713902	Wastewater Engineer - Senior	67/68**
7116500	714002	Wastewater Engineer - Principal	70/71**
7116600	714103	Wastewater Engineer VI	73/74**
1075200	108903	Water Pollution Control Maintenance Manager	75
2430100	242102	Water Quality Planner/Project Manager I	53
2430200	242205	Water Quality Planner/Project Manager II	58
2430300	242305	Water Quality Planner/Project Manager III	63
2430400	242404	Water Quality Planner/Project Manager IV	68

\* All salary ranges are on the King County "Squared" Salary Schedule.

\*\*Range increases are effective 2019.



**APPENDIX B**

Pursuant to Section 1.3 of this Agreement, the parties agree that the following provisions of the King County Personnel Guidelines (2005) are preempted by the terms of this Agreement:

Preamble/Disclaimer

Section 1.3

Chapter 4

Chapter 5

Sections 6.5, 6.6, 6.9, and 6.13 - 6.15

Chapter 9

Sections 11.1, 11.2, and 11.4

Sections 12.3 - 12.5

Sections 14.1, 14.2, 14.3, 14.4-14.6, 14.9 - 14.13, and 14.15.

Section 15.3

Chapter 16

Chapter 17

Chapter 18

Section 19.4

Chapter 22