

AGREEMENT BETWEEN

KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL 1652R

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1 **ARTICLE 1: PURPOSE**

2 **Section 1.** The purpose of this Agreement is to promote the continued improvement of the
3 relationship between the County and the Union. The articles of this Agreement set forth the wages,
4 hours, and other working conditions for the bargaining unit employees.

5 **Section 2.** All words under this Agreement shall have their ordinary and usual meaning
6 except those words that have been defined under K.C.C. 3.12, as amended.

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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes the Union, as the exclusive bargaining representative of all
3 employees, except confidential employees, whose job classifications are listed in the attached
4 Addendum "A".

5 **Section 2.** It shall be a condition of employment that all employees covered by this
6 Agreement who are members of the Union in good standing on the effective date of this Agreement
7 shall remain members in good standing or pay an agency fee to the Union in lieu of membership.
8 Employees who are not members on the effective date of this Agreement, shall become and remain
9 members in good standing in the Union or pay an agency fee to the Union in lieu of membership
10 within thirty days of the effective date of this Agreement. It shall also be a condition of employment
11 that all employees covered by this Agreement and hired or assigned into the bargaining unit after its
12 effective date shall, on the thirtieth day following the beginning of such employment, become and
13 remain members in good standing in the Union or pay an agency fee in lieu of membership.

14 A. A temporary employee shall, after having worked 174 straight-time hours, pay to
15 the Union, in lieu of the Union security requirement under this Article, a service fee in an amount
16 equal to the Union's regular monthly dues uniformly required of regular bargaining unit employees
17 for each 174 straight-time hours worked thereafter within the bargaining unit.

18 **Section 3.** An employee who objects to membership in the Union on the grounds of a bona
19 fide religious objection shall pay an amount of money equivalent to regular union dues to a non-
20 religious charitable organization mutually agreed upon by the employee affected and the bargaining
21 representative to which such employee would otherwise pay the dues. The employee shall furnish
22 written proof that such payment has been made.

23 **Section 4.** Failure by an employee to abide by the above provisions shall constitute cause for
24 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the
25 Union shall provide the employee and the County with thirty days notification of the Union's intent to
26 initiate discharge action, and during this period the employee may make restitution in the amount
27 which is overdue.

28 **Section 5.** Upon receipt of written authorization individually signed by a bargaining unit

1 employee, the County shall have deducted from the pay of such employee the amount of dues as
2 certified by WSCCCE and shall transmit the amount to WSCCCE.

3 **Section 6.** The Union will indemnify and hold the County harmless against any claims made
4 and against any suit instituted against the County on account of any provision herein. The Union
5 agrees to refund to the County any amounts paid to it in error upon presentation of proper evidence
6 thereof.

7 **Section 7.** The County will transmit to the Union, upon written request, a current listing of all
8 employees in the bargaining unit no more than twice a year. Such list shall indicate the name of the
9 employee, position, job classification, department and work unit.

10 **Section 8.** The following types of employees are covered under this Agreement:

11 **A. Full-Time Regular Employee:** An employee who is appointed to a budgeted
12 career service position to work in other than a temporary status for forty (40) hours per week, and is
13 not serving a probationary period.

14 **B. Part-Time Regular Employee:** An employee who is appointed to a budgeted
15 career service position to work on other than a temporary status for at least twenty (20) hours but less
16 than forty (40) hours per week, and is not serving a probationary period.

17 **C. Temporary Employee:** An employee hired when additional work requires a
18 temporarily augmented work force, or in the event of an emergency, or to fill in for the absence of a
19 regular employee, or to fill a vacancy in a regular career service position for a short period while said
20 position is waiting to be filled by a regular employee, for less than 1040 hours in a calendar year.

21 **D. Term-Limited Temporary Employee:** A temporary employee who is employed
22 in a term-limited temporary position with work related to a specific grant, capital improvement
23 project, information systems technology project, or other non-routine, substantial body of work, or
24 placed in a regular position to back fill during a career service employee's absence such as extended
25 leave or assignment to a time-limited project, for a period greater than six months. Term-limited
26 temporary employees are not members of the career service, and may not be employed in term-limited
27 temporary positions longer than three years from the date of hire unless extended for up to five years
28 as provided in the King County Code.

1 **E. Probationary Employee:** An employee appointed to a regular career service
2 position who is serving a probationary period as provided in Article 15 of this Agreement.

3 **F. Provisional Employee:** An employee appointed to a regular career service
4 position in the absence of a list of certified candidates. Provisional appointments are limited to six
5 months. Provisional employees are considered to be temporary employees.

6 **Section 9.** Temporary employees shall be paid for all hours worked at the first pay step of the
7 hourly rate of pay set forth in Addendum A covering the classification of work in which he/she is
8 employed. Any exception must be approved in writing by the Hazardous Waste Program Manager or
9 the Industrial Waste Program Manager with notice to the Union.

10 **Section 10.** The Employer shall not use temporary or term-limited temporary employees to
11 supplant regular career service positions in the bargaining unit.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force are vested exclusively with
3 the County. Except as may be limited by the express written terms of this Agreement, all matters,
4 including but not limited to:

- 5 • Determination of staffing levels, recruitment, examination, selection, hiring,
6 appointment, promotion, transfer and training employees of its choosing;
- 7 • Discipline of regular employees for just cause;
- 8 • Assignment and direction of the work including the assignment of overtime work;
- 9 • Establishment of work rules;
- 10 • Development and modification of classification specifications, allocation of
11 positions to those classifications, assignment of employees to those positions;
- 12 • Determination of performance standards/specifications and evaluation against
13 them;
- 14 • Determination of work schedules;
- 15 • Determination of the location of facilities;
- 16 • Determination of the services to be provided and the methods, processes and
17 means for providing those services;

18 shall remain the exclusive right of the County for the duration of this Agreement.

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1 **ARTICLE 4: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement, and should same occur, the Union agrees to take appropriate steps
8 to end such interference. Any concerted action by any employees in the Union shall be deemed a
9 work stoppage if any of the above activities have occurred.

10 **Section 2.** Any employee participation in such work stoppage or in other ways committing an
11 act prohibited in this article shall be considered absent without authorized leave and shall be
12 considered to have resigned.

1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **Section 1.**

3 A. The County may reprimand, suspend, demote, or discharge a regular employee for
4 just cause except as provided in Article 15, Section 4 (regarding trial service).

5 B. If the County issues disciplinary action against a regular employee, the employee
6 shall be apprised of his/her rights of appeal with regard to discipline or discharge as provided for in
7 the Grievance Procedure of this Agreement.

8 **Section 2.** Probationary, provisional, temporary and term-limited temporary employees are
9 employed at-will and may be disciplined and discharged as determined by the County and have no
10 right of appeal with regard to discipline or discharge as provided for in the Grievance Procedure of
11 this Agreement.

1 **ARTICLE 6: UNION REPRESENTATION**

2 **Section 1.** Authorized representatives of the Union may, after notifying the County official in
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for the
4 purpose of investigating grievances.

5 **Section 2.** The Union will elect a shop steward per each work unit. The department shall be
6 furnished with the name of the stewards so elected. The stewards shall see that the provisions of this
7 Agreement are observed and shall be allowed reasonable time to perform these duties during regular
8 working hours.

9 **Section 3.** Where allowable, the County shall make available to the Union any meeting space,
10 rooms, etc., for the purpose of conducting Union business, where such activities would not interfere
11 with the normal work of the County, provided however, the Union may not hold mass meetings in
12 such facilities.

13 **Section 4.** Written policies, rules, or directives affecting the terms and conditions of this
14 Agreement shall be provided to the Union upon request.

15 **Section 5.** The Union may post on County or Union bulletin boards official Union material
16 providing there is sufficient space beyond what is required by the County for "normal" operations.

17 **Section 6.** The Union may use email for incidental communication which is infrequent or
18 brief in duration. The content of the email shall be consistent with the requirements of the King
19 County Email Usage Policy and any modifications thereto.

1 **ARTICLE 7: HOURS OF WORK**

2 **Section 1.** The standard workweek shall be based on a forty hours schedule.

3 **Section 2.** The division shall establish work schedules that may be changed from time-to-
4 time.

5 **Section 3.** The work unit manager and an employee may agree to establish an alternative
6 and/or flex schedule. The work unit manager reserves the right to cancel or change such schedules to
7 meet business needs.

8 **Section 4.** Employees covered by this Agreement that are employed in a bona fide executive,
9 administrative or professional capacity and in turn are exempt from overtime payments under the
10 Federal Fair Labor Standards Act are expected to work the hours necessary to satisfactorily perform
11 their jobs.

12 **Section 5. Call-in Pay.** Employees who are called into work on an unscheduled basis or
13 because of an emergency, outside of established work hours, shall be paid at time and one-half (1-1/2)
14 for the actual hours worked, with a minimum of three (3) hours. FLSA-exempt employees shall not
15 be eligible for call-in pay.

16 **Section 6. Telecommuting.** In the interest of attracting and retaining a diverse and talented
17 workforce, reducing costs, and meeting policies and regulations such as the Commute Trip Reduction
18 law, the County and the Union agree that the County's Telecommuting Policy, and any modifications
19 thereto, shall apply to employees covered under this Agreement.

1 **ARTICLE 8: HOLIDAYS**

2 **Section 1.** Regular, probationary, provisional and term-limited temporary employees, shall be
3 granted the following holidays with pay:

4

5 New Year's Day	January 1st
6 Martin Luther King, Jr., Day	Third Monday in January
7 Presidents' Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	
14 Christmas Day	December 25th
15 Two (2) Personal Holidays	

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17 and any special or limited holidays as declared by the president or governor, and as approved by the
18 Metropolitan King County Council (Council).

19 **Section 2.** For holidays falling on a Saturday, the Friday before shall be a paid holiday. For
20 holidays falling on a Sunday, the Monday following shall be a paid holiday.

21 **Section 3.** Personal holidays shall be administered through the vacation plan. One day shall
22 be available for use on the first of October and one day on the first of November of each year.
23 Regular, provisional, probationary and term-limited temporary employees who work a part-time
24 schedule shall receive the paid leave pro-rated to reflect their normally scheduled workday.

25 **Section 4.** An employee eligible for holiday pay must be in pay status on the scheduled
26 workday prior to and after the holiday to be eligible for holiday pay.

1 **ARTICLE 9: VACATION**

2 **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall
3 accrue vacation leave for each hour in pay status exclusive of overtime as described in the following
4 table:

5

Full Years of Service	Maximum Total Days	Hourly Accrued Rate	
Upon hire through end of Year	5	12	0.04616
Upon beginning of Year	6	15	0.05770
Upon beginning of Year	9	16	0.06154
Upon beginning of Year	11	20	0.07693
Upon beginning of Year	17	21	0.08077
Upon beginning of Year	18	22	0.08462
Upon beginning of Year	19	23	0.08847
Upon beginning of Year	20	24	0.09231
Upon beginning of Year	21	25	0.09616
Upon beginning of Year	22	26	0.10000
Upon beginning of Year	23	27	0.10385
Upon beginning of Year	24	28	0.10770
Upon beginning of Year	25	29	0.11154
Upon beginning of Year and beyond	26	30	0.11539

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24 **Section 2.** Employees eligible for paid leave shall accrue vacation leave from their date of
25 hire in a paid leave eligible position.

26 **Section 3.** Employees eligible for paid leave shall not be eligible to take or be paid for
27 vacation leave until they have successfully completed their first six months of County service in a
28 paid leave eligible position, and if they leave County employment prior to successfully completing

1 their first six months of County service, shall forfeit and not be paid for accrued vacation leave.

2 **Section 4.** Employees eligible for paid leave shall be paid for accrued vacation leave to their
3 date of separation up to the maximum accrual amount if they have successfully completed their first
4 six months of County service in a paid leave eligible position. Payment shall be the accrued vacation
5 leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving County
6 employment less mandatory withholdings.

7 **Section 5.** The manager shall be responsible for establishing a vacation schedule in such a
8 manner as to achieve the most efficient functioning of the unit.

9 **Section 6.** Employees eligible for paid leave may accrue up to sixty days vacation prorated to
10 reflect their normally scheduled workday. Employees eligible for paid leave shall use vacation leave
11 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation
12 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
13 maximum amount unless the division manager has approved a carryover of such vacation leave
14 because of cyclical workloads, work assignments or other reasons as may be in the best interests of
15 the County.

16 **Section 7.** Employees eligible for paid leave shall not use or be paid for vacation leave until it
17 has accrued and such use or payment is consistent with the provisions of this Article.

18 **Section 8.** No employee eligible for leave shall work for compensation for the County in any
19 capacity during the time that the employee is on vacation leave.

20 **Section 9.** In cases of separation from County employment by death of an employee with
21 accrued vacation leave and who has successfully completed his/her first six months of County service
22 in a paid leave eligible position, payment of unused vacation leave up to the maximum accrual
23 amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law,
24 RCW Title 11.

25 **Section 10.** If a regular employee resigns from County employment or is laid off and
26 subsequently returns to County employment within two years from such resignation or lay off, as
27 applicable, the regular employee's prior County service shall be counted in determining the vacation
28 leave accrual rate under Section 1.

1 **Section 11.** For employees covered by the overtime requirements of the Fair Labor Standards
2 Act, vacation leave may be used in one-half hour increments, at the discretion of the manager.

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1 **ARTICLE 10: SICK LEAVE**

2 **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall
3 accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status excluding overtime
4 up to a maximum of eight hours per month. Sick leave shall not begin to accrue until the first of the
5 month following the month in which the employee commenced employment. The employee is not
6 entitled to sick leave if not previously earned.

7 **Section 2.** During the first six (6) months of service in a paid leave eligible position,
8 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of
9 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a
10 paid leave eligible position, any vacation leave used for sick leave must be reimbursed to the County
11 upon termination.

12 **Section 3.** There shall be no limit to the hours of sick leave benefits accrued by a paid eligible
13 employee.

14 **Section 4.** Division management and employees are responsible for the proper administration
15 of the sick leave benefit. Verification of illness from a licensed practitioner may be required by
16 division management for any requested sick leave absence, or to substantiate the health condition of
17 the employee or family member for leave requests.

18 **Section 5.** Separation from or termination of County employment shall cancel all sick leave
19 accrued to the employee as of the date of separation or termination. Should a regular employee resign
20 in good standing, be separated for nondisciplinary medical reasons, or be laid off due to lack of work,
21 funds, or efficiency reasons, and return to County employment within two years, accrued sick leave
22 shall be restored. Restoration shall not apply where the former employment was in a term-limited
23 temporary position.

24 **Section 6.** Employees eligible to accrue paid leave and who have successfully completed at
25 least five years of County service and who retire as a result of length of service or who terminate by
26 reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable,
27 an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the
28 employee's rate of pay in effect upon the date of leaving County employment less mandatory

1 withholdings.

2 **Section 7.** An employee who has exhausted all of his/her sick leave may use accrued vacation
3 leave as sick leave before going on leave of absence without pay, if approved by the manager.

4 **Section 8.** For employees covered by the overtime requirements of the Fair Labor Standards
5 Act, sick leave may be used in one-half hour increments, at the discretion of the manager.

6 **Section 9.** Bargaining unit members shall be covered under the provisions of K.C.C. 3.12.220
7 (King County Family and Medical Leave), and any amendments thereto. This coverage includes, but
8 is not limited to, eligibility requirements, terms, conditions, and restrictions.

9 **Section 10.** To the extent that the Washington State Family Care Act (R.C.W. 49.12.295)
10 provides a greater benefit than the provisions of this Agreement, the Washington State law will apply.

1 **ARTICLE 11: PAID LEAVES**

2 **Section 1. Donation of Leaves.** Donation of vacation leave hours and donation of sick leave
3 hours.

4 **A. Vacation leave hours.**

5 1. Any employee eligible for paid leave benefits may donate a portion of his or
6 her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur
7 upon written request to and approval of the donating and receiving employee's department
8 director(s), except that requests for vacation donation made for the purposes of supplementing the
9 sick leave benefits of the receiving employee shall not be denied unless approval would result in a
10 departmental hardship for the receiving department.

11 2. The number of hours donated shall not exceed the donor's accrued vacation
12 credit as of the date of the request. No donation of vacation hours shall be permitted where it would
13 cause the employee receiving the transfer to exceed his or her maximum vacation accrual.

14 3. Donated vacation leave hours must be used within ninety calendar days
15 following the date of donation. Donated hours not used within ninety (90) days or due to the death of
16 the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded
17 from vacation leave payoff provisions contained in this chapter. For purposes of this section, the first
18 hours used by an employee shall be accrued vacation leave hours.

19 **B. Sick leave hours.**

20 1. Any employee eligible for paid leave benefits may donate a portion of his or
21 her accrued sick leave to another employee eligible for leave benefits upon written notice to the
22 donating and receiving employee's department director(s).

23 2. No donation shall be permitted unless the donating employee's sick leave
24 accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No
25 employee may donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar
26 year.

27 3. Donated sick leave hours must be used within ninety (90) calendar days.
28 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall

1 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
2 contained in this chapter, and sick leave restoration provisions contained in this chapter. For
3 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

4 C. All donations of vacation and sick leave made under this chapter are strictly
5 voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other
6 compensation or benefits in exchange for donating vacation or sick leave hours.

7 D. All vacation and sick leave hours donated shall be converted to a dollar value
8 based on the donor's straight time hourly rate or salary at the time of donation. Such dollar value will
9 then be divided by the receiving employee's hourly rate or salary to determine the actual number of
10 hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's
11 straight time hourly rate at the time of reconversion.

12 Section 2. Leave - Organ Donors.

13 A. The division manager shall allow employees eligible for paid leaves who are
14 voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to,
15 bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days paid leave
16 provided;

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

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

25 B. Time off from work for the purposes set out above in excess of five (5) working
26 days shall be subject to leave policies in this Agreement.

27 Section 3. Bereavement Leave.

28 A. Employees eligible for paid leaves shall be entitled to three (3) working days of

1 bereavement leave a year, due to death of members of their immediate family.

2 **B.** Employees eligible for leaves who have exhausted their bereavement leave, shall
3 be entitled to use sick leave in the amount of three (3) working days for each instance when death
4 occurs to a member of the employee's immediate family.

5 **C.** In the application of any of the foregoing provisions, when a holiday or regular day
6 off falls within the prescribed period of absence, it shall not be charged against the employee's sick
7 leave account nor bereavement leave credit.

8 **D.** Immediate family means: spouse, domestic partner, grandparent, parent, child,
9 sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or employee's
10 domestic partner.

11 **Section 4. School Volunteers.** Employees eligible for paid leaves shall be allowed the use of
12 up to three days of sick leave each year to allow employees to perform volunteer services at the
13 school attended by the employee's child provided; employees requesting to use sick leave for this
14 purpose shall submit such request in writing specifying the name of the school and the nature of the
15 volunteer services to be performed.

16 **Section 5. Jury Duty.** Employees eligible for paid leaves who are ordered on a jury shall be
17 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of
18 mileage, with the Department of Finance. Employees shall report back to their division manager or
19 designee when dismissed from jury service.

20 **Section 6. Leave Examinations.** Employees eligible for paid leaves shall be entitled to
21 necessary time off with pay for the purpose of participating in County qualifying or promotional
22 examinations. This shall include time required to complete any required interviews.

1 **ARTICLE 12: WORK OUTSIDE-OF-CLASSIFICATION**

2 **Section 1.** It is understood by the parties that an employee may be assigned in writing to
3 perform the preponderance of the duties of a higher classification in the bargaining unit by the
4 division manager/designee.

5 **Section 2.** An employee assigned in writing by his/her manager/designee to a higher
6 classification will be paid at the first step of the range assigned to the higher classification or at a step
7 that most closely approximates five percent above the employee's salary prior to the assignment,
8 whichever is higher.

9 **Section 3.** Outside of classification assignments for less than one day will not be
10 compensated at the higher rate. One day or more will be compensated at the higher rate.

11 **Section 4.** If the employee is required to work out-of-class for more than sixty (60) days the
12 Union may request a meeting for the sole purpose of clarifying why the employee is still working out-
13 of-class.

14 **Section 5.** An employee assigned in writing to perform work of a lower classification will be
15 paid at their regular rate of pay or salary for the period of the assignment.

16 **Section 6.** Employees will continue to accrue seniority in their regular classification for the
17 duration of the acting assignment for purposes of application to Article 14.

18 **Section 7.** Employees and supervisors will review the employee's classification
19 specifications at least annually. Requests to change an employee's classification will be made in
20 accordance with King County Personnel Guidelines.

21 **Section 8. Job Progression.** The County and the Union agree that job progression remains
22 an option for certain, mutually agreed upon, classification series. If the County and the Union agree
23 that job progression is feasible for a specific classification series, they may establish a joint
24 labor/management committee to develop the necessary protocol.

25 A. The County and the Union agree to meet to evaluate the protocol developed by the
26 committee(s). If the County and the Union agree to a designed job progression protocol for a
27 classification series, the job progression process will be implemented.

28 **Section 9. Job Posting.** The purpose of posting job announcements is to ensure that non-

1 probationary career service members of the bargaining unit, including those on trial service, know of
2 career service openings that are available within their bargaining unit, and that they have a reasonable
3 opportunity to compete for those positions. When filling a new or vacant career service opening, the
4 County shall post a notice of the opening to all career service members of the bargaining unit in the
5 usual and customary manner within the work units prior to the advertisement of any open competitive
6 process.

7 **Section 10.** If an opening is subsequently advertised in an open competitive process, where
8 the ability and qualifications of a bargaining unit employee and another applicant are equal, the
9 bargaining unit employee shall receive preference. Management retains sole discretion to make
10 determinations of ability and qualifications.

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1 **ARTICLE 13: CONTRACTING OF WORK**

2 **Section 1.** The County agrees not to contract out work typically performed by currently
3 employed regular employees if the contracting of such work eliminates or reduces the normal (See
4 Article 7) workload of the bargaining unit. The County agrees that the contracting of work will not
5 result in layoffs.

6 **Section 2.** Nothing in this Article shall preclude the contracting out of work that has
7 historically been contracted out or shall preclude the Union from proposing alternatives for work that
8 has historically been contracted out.

9 **Section 3.** The County may enter into contract arrangements for circumstances that are
10 beyond the control of the County at the time action is required, and for projects which the County is
11 not reasonably able to provide the necessary tools, employees or equipment to perform the work. For
12 all other cases, the following shall apply:

13 **A.** Contracting out of work presently performed by bargaining unit employees shall
14 not be proposed until a work program has been completed which involves the bargaining unit in
15 exploring other alternatives to meet management goals.

16 **B.** Contracting out of work not presently performed by bargaining unit employees
17 shall not be proposed until the bargaining unit has been given the opportunity to offer proposals
18 involving bargaining unit members.

19 **Section 4.** All contracted work will be reviewed on a semi-annual basis by the County and
20 the Union to ensure compliance with this Article.

1 **ARTICLE 14: REDUCTION IN FORCE**

2 **Section 1.** In the event of a proposed reduction in force, the County will notify the Union as
3 soon as possible of the pending layoffs of regular employees. The County and the Union shall meet
4 to discuss the reasons for layoffs, the time frame for the layoffs and extent of other impacts on the
5 workforce. The County and the Union agree that alternatives to layoffs will be explored prior to
6 invoking layoff procedures beginning under Section 3.

7 **Section 2.** Alternatives to layoffs, or strategies to help mitigate layoffs may include, but are
8 not limited to:

- 9 • Encourage employees to apply for positions in others areas not affected by
10 reductions in force or budget reductions.
- 11 • Temporarily place affected employees in vacant positions in other areas.
- 12 • Short and long term leaves of absence.
- 13 • Reduced work schedule(s).
- 14 • Job Sharing.
- 15 • Voluntary layoff.
- 16 • Loan out of employee(s) to an outside agency where the receiving agency agrees to
17 pay all wages benefits and associated cost to continued employment.
- 18 • Voluntary retirement.

19 **Section 3.** The County will notify the Union of the County's determination of the
20 classification(s) and number of positions within said classifications that will be cut, based on, but not
21 limited to the work that will be reduced or eliminated.

22 **Section 4.** The County and the Union recognize the value of well-trained and experienced
23 regular employees, as well as their length of service. The County will use the following formula to
24 determine the regular employee layoff status.

Layoff Formula:	1	2	3
	1) Total Years of Regular Service within King County / Metro: points	2) Years of Regular Service within Current Bargaining Unit Classification Series: points	3) Total Number of Points

Total Years of Service – within King County / Metro:

- 15 or more _____ 4 points
- 9.0 to less than 15 _____ 3 points
- 5.0 to less than 9.0 _____ 2 points
- 1.0 to less than 5.0 _____ 1 point
- Less than 1.0 _____ 0 points

Years of Service – within bargaining unit classification series:

- 10 or more _____ 4 points
- 7.0 to less than 10 _____ 3 points
- 2.0 to less than 7.0 _____ 2 points
- 1.0 to less than 2.0 _____ 1 point
- On Probation _____ 0 points

The order of layoff will be determined by the total number of points a regular employee receives from the formula. The regular employee with the least number of points will be the first to be laid off.

When two or more regular employees in a classification identified for layoff have the same numerical score, the average of the regular employees' three most recent formally documented performance evaluations will be used to determine the order of layoff. The regular employee(s) with the lowest average will be the first to be laid off. In the event that two or more regular employees

1 have the same average score, the County will determine who will be laid off.

2 **Section 5.** Once a decision for a reduction in force is made, the County will notify the Union
3 and the affected regular employee(s) in writing at least thirty (30) days in advance of the effective
4 date of layoff.

5 **Section 6.** In addition to the County's recall policy under *Workforce Management Plan*, as
6 amended, a regular employee who is laid off will have recall rights to their previous classification for
7 two years from the date of layoff. Recall order will be based on laid-off last to be rehired first.

8 **Section 7.** Within fourteen (14) calendar days of receiving by certified mail the notice of
9 recall to their previous classification within the bargaining unit, the regular employee will notify the
10 County whether they will accept the recall. The County will consider the regular employee's failure
11 to respond to the notice of recall as a refusal. A regular employee who refuses to accept the recall
12 will be taken off the recall list. The County will, if it determines that there are warranting
13 circumstances, accept a late notification from a regular employee.

14 **Section 8.** A regular employee recalled to their previous classification within two (2) years
15 from the time of layoff will have any forfeited sick leave accruals and seniority restored.

16 **Section 9.** Regular employees shall accrue seniority in their regular classification.

17 **Section 10.** Provisional, temporary, probationary and term-limited temporary employees are
18 employed at-will and are not subject to these layoff procedures.

1 **ARTICLE 15: PROBATION, TRIAL SERVICE & PERFORMANCE APPRAISALS**

2 **Section 1. Purpose.** Probation and trial service periods are working test periods and shall be
3 an integral part of the final selection process. Probation and trial service periods shall be utilized as
4 an opportunity to observe an employee's work performance, to train and aid the employee in
5 adjustment to the position, and to reject any employee whose work performance or conduct fails to
6 meet required standards.

7 **Section 2. Duration.** The employment of all new (or initial), recalled, reinstated, promoted,
8 reclassified, transferred, and demoted employees shall be tentative and subject to a probation or trial
9 service period which starts upon the effective date of an appointment.

10 **A.** A probation period shall be required for all initial, recalled, or reinstated
11 employees and shall not be less than six (6) months of actual service.

12 **B.** A trial service period shall be required following a promotion, reclassification,
13 demotion, or transfer and shall not be less than six (6) months of actual service.

14 **C.** A twelve (12) month probation or trial service period is required for the following
15 classifications:

- 16 1. Industrial Waste Compliance Investigator I
- 17 2. Industrial Waste Compliance Investigator II
- 18 3. Industrial Waste Compliance Investigator III
- 19 4. Industrial Waste Compliance Specialist III
- 20 5. Hazardous Waste Health & Environmental Investigator I
- 21 6. Hazardous Waste Health & Environmental Investigator II

22 **D.** Notwithstanding the requirements listed in 2.A.-C., the County maintains the
23 exclusive right to extend or reduce the length of any probation or trial service period, however, the
24 probation or trial service period may not exceed a maximum of twelve months of actual service. The
25 employee and the local union president will be notified of such extension or reduction, including the
26 duration of the extension or reduction, prior to the end of the initial probation or trial service period.

27 1. In the event an employee is absent for more than two (2) consecutive work
28 weeks during a probation or trial service period, the completion date may be extended by an amount

1 of time equal to the length of the absence.

2 **Section 3. Trial Service Reversion.** An employee who does not successfully complete the
3 trial service period, or who requests to be returned to his/her former position prior to the end of the
4 trial service period, may be restored to the employee's former position if such position is available.
5 However, other employees will not be removed to create a vacancy for the employee. If the
6 employee's former position is not available, the employee will be terminated from employment and
7 his/her name will be placed on a recall list for a period of twelve (12) calendar months from the date
8 of termination.

9 **Section 4. Removal.** An employee may be terminated from employment at any time during
10 the probation period. Employees terminated during probation shall not have the right to grieve such
11 termination. Employees reverted or terminated during the trial service period shall not have the right
12 to grieve such reversion or termination for failure to pass the trial service period.

13 **Section 5. Recall List.** Employees on the recall list will be notified, in order of seniority as
14 defined in Article 14, of a position that is vacant in the same classification in the original unit from
15 which the employee was promoted or transferred. Notice of the vacancy shall be in writing, mailed to
16 the employee's last known address. If the employee fails to respond or declines the opportunity to
17 return to his/her former program or unit, the employee's name shall be removed from the recall list.

18 1. Employees on the recall list described in this Article shall have first priority for
19 vacancies as described above. Vacancies that are not filled pursuant to procedures set forth in this
20 Article shall be filled in accordance with the County's designated priority of recall.

21 **Section 6. Performance Appraisals.** The County and the Union agree that the "Performance
22 Appraisal Systems for the Industrial Waste and Hazardous Waste Units of King County DNRP," the
23 unit-specific documents, "Key Values and Norms for King County's Hazardous Waste Management
24 Unit" and "Industrial Waste's Goals and Norms," and any amendments to these documents, shall
25 apply to employees covered under this Agreement.

1 **ARTICLE 16: TRAINING AND SAFETY STANDARDS**

2 **Section 1.** The County and Union recognize the mutual benefit to be attained by affording
3 training opportunities to employees and shall provide information and access to training opportunities
4 for its employees, within budgeted appropriations. The training opportunities shall be guided by, but
5 not limited to the overall objectives of encouraging and motivating employees to improve and
6 develop their personal capabilities.

7 **Section 2.** The County and its employees value a safe working environment and recognize
8 their mutual obligation to maintain safety standards set forth in applicable state and federal
9 regulations.

10 **Section 3.** Wastewater Treatment Division policies on safety shoes and safety shoes
11 vouchers, safety eyewear and safety prescription eyewear vouchers, hearing conservation, and
12 respiratory protection programs, and amendments thereto, shall apply to employees covered under
13 this Agreement.

14 **Section 4.** The County shall investigate and analyze the need for ergonomic adjustments
15 requested by employees.

1 **ARTICLE 17: GRIEVANCE PROCEDURE**

2 **Section 1. Intent.** In the interest of continued good employee relations and morale, the
3 County and Union recognize the importance and desirability of settling grievances promptly and
4 fairly. To accomplish such, every effort will be made to settle grievances at the lowest possible level
5 of supervision. Further, employees who choose to utilize the procedure set forth in this Article will
6 be free from coercion, discrimination, or reprisal for seeking a resolution to their grievances.

7 **Section 2. Definition.** A grievance shall be defined as an alleged violation of any of the
8 express written terms of this Agreement.

9 **Section 3. Pre-grievance process.** Employees believing that they have a grievance are
10 expected to attempt to resolve the issue with the appropriate unit leadership within fourteen (14)
11 calendar days of the occurrence of the event.

12 **Section 4. Grievance process.**

13 **Step 1.** An employee or the union on behalf of the employee, may file written
14 grievance with the Hazardous Waste Program Manager or Industrial Waste Program Manager within
15 fourteen (14) calendar days of the conclusion of the pre-grievance process or thirty (30) calendar days
16 of the occurrence of the event, whichever is sooner. The Hazardous Waste Program Manager or
17 Industrial Waste Program Manager shall meet with the employee, the Union Designee, the Division
18 Personnel Representative, and whoever else is appropriate for the purpose of addressing and resolving
19 the grievance. Both the Union and management agree to consult as appropriate and acquire expertise
20 as needed to resolve the grievance. The Hazardous Waste Program Manager or Industrial Waste
21 Program Manager, after consulting with the Division Director, shall issue a written response within
22 thirty (30) calendar days of its receipt.

23 If at any point in the grievance process the Union determines that the grievance has no merit,
24 the grievance will be withdrawn.

25 **Step 2.** If the grievance is not resolved at Step 1, the grievance may be presented to
26 the King County Director of HRD within fourteen (14) calendar days after the conclusion of Step 1.
27 The Director of HRD or designee shall hear the grievance and respond in writing to the employee and
28 the Union representative within thirty (30) calendar days after receipt of the Step 2 grievance.

1 **Step 3. Mediation.** Within 14 calendar days after the conclusion of Step 2, either
2 party can request mediation to reach resolution. If both parties agree, an impartial and mutually
3 agreed upon mediation service such as Public Employment Relations Commission (PERC) or Federal
4 Mediation and Conciliation Service (FMCS) will be engaged to facilitate the process.

5 **Step 4.** The Union Representative may advance the grievance to arbitration within
6 thirty calendar days of the conclusion of the Steps 2 or 3 unless the grievance is resolved or lacks
7 merit.

8 Time limits for any of the above steps may be extended by written consent of the
9 parties.

10 **Section 5. Arbitration**

11 **A.** Should arbitration be requested, the request must be made within thirty (30) days
12 of receiving the Step 2 grievance or Step 3 mediation decision. The request for arbitration shall be
13 submitted in writing to the Director of HRD/designee.

14 **B.** The parties shall select an arbitrator. In the event that the parties are unable to
15 agree upon the arbitrator, then the arbitrator shall be selected from a panel of five (5) arbitrators
16 furnished by the Federal Mediation and Conciliation Service (FMCS). The parties shall select the
17 arbitrator from the names on the list. The Union shall strike first.

18 **C.** The arbitrator shall have no power to change, alter, detract from, or add to the
19 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
20 this written Agreement in reaching a decision on the issue. The decision by the arbitrator shall be
21 binding on both parties.

22 **D.** No matter may be arbitrated which the County, by law, has no authority over or has
23 no authority to change.

24 **E.** Each party to an arbitration proceeding shall bear the full cost of its
25 representatives, attorneys, and witnesses, regardless of the outcome of the arbitration. Payment and
26 scheduling for the time of County employees during an arbitration proceeding shall be discussed
27 between the Union and the County prior to the proceeding. The arbitrator's fees and expenses and
28 any court reporter's fee and expenses agreed to by the Union and the County shall be paid equally by

1 both parties.

2 F. Selection of this conflict resolution procedure for the resolution of a grievance shall
3 preclude the use of any other procedure in resolving the matter at issue.

4 G. Time limits will be extended by written consent of the parties.

5 **Section 6. Unfair Labor Practice.**

6 The parties agree that thirty (30) days prior to filing a Unfair Labor Practice ULP complaint
7 with PERC, the complaining party will notify the other party, in writing, meet, and make a good faith
8 attempt to resolve the issue unless the deadline for filing with PERC would otherwise pass. For the
9 County, the notice shall be sent to the Director of HRD/designee.

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1 **ARTICLE 18: WAIVER CLAUSE – ENTIRE AGREEMENT**

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of this exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not
7 specifically referred to or covered in this Agreement. Notwithstanding the above, should the parties
8 agree to amend or supplement the terms of this Agreement, such amendments or supplements shall be
9 in writing and become effective when signed by the Union and the Director of HRD/designee.

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1 **ARTICLE 19: SAVINGS CLAUSE**

2 **Section 1.** Should any part hereof or any provision herein contained be rendered or declared
3 invalid by reason of any existing or subsequently enacted state or federal legislation or by any decree
4 of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall
5 not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties
6 agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall
7 remain in full force and effect.

8 **Section 2.** The County and the Union and the employees covered by this Agreement are
9 governed by applicable County ordinances, and said ordinances are applicable except where they
10 conflict with a provision of this Agreement.

1 **ARTICLE 20: WAGE RATES**

2 **Section 1.** Effective on January 1, 2003, the base wage rates in effect on December 31, 2002
3 shall be increased by ninety percent (90%) of the CPI-W All Cities Index (September 2001 –
4 September 2002) with a maximum increase of six percent (6%) but no less than two percent (2%).

5 **Section 2.** Effective on January 1, 2004, the base wage rates in effect on December 31, 2003
6 shall be increased by 90% of the CPI-W All Cities Index (September 2002 – September 2003) with a
7 maximum increase of six percent (6%) but no less than two percent (2%).

8 **Section 3.** Effective on January 1, 2005, the base wage rates in effect on December 31, 2004
9 shall be increased by 90% of the CPI-W All Cities Index (September 2003 – September 2004) with a
10 maximum increase of six percent (6%) but no less than two percent (2%).

11 **Section 4.** Hourly employees who are eligible for overtime under the Federal Fair Labor
12 Standards Act shall receive overtime compensation at the rate of one and one-half times their regular
13 hourly rate of pay for all actual hours worked in excess of forty hours in a workweek.

14 **Section 5. Merit Pay System/Step Movement.** Employees covered by this Agreement are
15 subject to the County's ten-step pay plan and merit pay system as provided under the King County
16 Code, and modification thereto.

17 **Section 6. Wage Addendum.** The County and the Union agree that in the event that the
18 County fully adopts rates of pay that are different than the rates of pay for the classifications listed
19 under the Wage Addendum of this Agreement, the parties agree to negotiate the effects of such
20 change.

1 **ARTICLE 21: INSURANCE BENEFITS**

2 **Section 1.** King County presently participates in group medical, dental, vision, and life
3 insurance programs for eligible regular, probationary, provisional and term-limited temporary
4 employees and their eligible dependents. The County agrees to maintain the level of benefits as
5 currently provided by these plans and pay premiums as currently practiced, during the life of this
6 Agreement unless modified by the Joint Labor Management Insurance Committee.

7 **Section 2.** The County agrees to continue the Joint Labor Management Insurance Committee
8 comprised of representatives from the County and its labor unions. The function of the Committee
9 shall be to review, study and make recommendations relative to existing medical, dental, vision, and
10 life insurance programs.

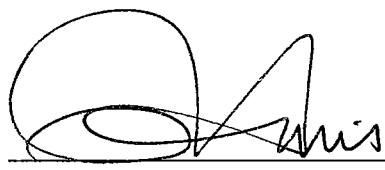
11 **Section 3.** The Union and County agree to incorporate changes to employee insurance
12 benefits which the County may implement as a result of the agreement of the Joint Labor
13 Management Insurance Committee referenced above.

1 **ARTICLE 22: DURATION**

2 **Section 1.** This Agreement shall become effective upon full and final ratification and
3 approval by all formal requisite means by the King County Council and shall be effective January 1,
4 2003 and shall remain in effect through December 31, 2005.

5 **Section 2.** Contract negotiations for the succeeding contract may be initiated by either party
6 providing to the other written notice of its intention to do so, at least thirty days prior to June 1, 2005.

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8 APPROVED this 5 day of January, 2004
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12 By:  _____
13 King County Executive
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20  _____

21 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
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Addendum A
Washington State Council of County and City Employees, Council 2, Local 1652R
Department of Natural Resources and Parks
Industrial and Hazardous Waste
Wage Addendum

Class Code	Peoplesoft Code	MSA Code	New Class Title	Range
4201100	421216	8386	Administrative Specialist I	33
4201200	421304	8387	Administrative Specialist II	37
2810000	281107	8288	Administrative Staff Assistant	48
2810100	281203	8289	Administrator I	50
2241200	224504	8195	Assistant Librarian	51
2501100	252105	8253	Communications Specialist I	51
2501200	252210	8253	Communications Specialist II	54
2501300	252306	8255	Communications Specialist III	58
2251100	226202	8203	Educator Consultant I	54
2251200	226307	8204	Educator Consultant II	58
7112100	711107	8507	Engineer I	54
7112200	711208	8508	Engineer II	59
7112300	711308	8509	Engineer III	64
2241300	224603	8196	Head Librarian	55
5321100	535205	8470	Health and Environmental Investigator I	51
5321200	535304	8471	Health and Environmental Investigator II	58
5321300	535404	8472	Health and Environmental Investigator III	60
5321400	535503	8473	Health and Environmental Investigator IV	65
5326100	538102	8480	Industrial Waste Compliance Investigator I	56
5326200	538202	8481	Industrial Waste Compliance Investigator II	60
5326300	538302	8482	Industrial Waste Compliance Investigator III	65
5322100	536102	8474	Industrial Waste Compliance Specialist I	47
5322200	536202	8475	Industrial Waste Compliance Specialist II	50
5322300	536302	8476	Industrial Waste Compliance Specialist III	56
7302100	732108	8545	Information Systems Professional I	51
7302200	732211	8546	Information Systems Professional II	54
7302300	732302	8547	Information Systems Professional III	60
7302400	732406	8548	Information Systems Professional IV	65

For rates, please refer to the King County Squared Salary Table.