

KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

March 19, 2002

Ordinance 14304

Proposed No. 2002-0081.1

Sponsors Constantine

Ţ	AN ORDINANCE approving and adopting the
2.	memorandum of agreement negotiated by and between
3	King County and Washington State Council of County and
4	City Employees, Local 1652R, representing employees in
5	the department of natural resources, industrial and
6	hazardous waste divisions; and establishing the effective
7	date of said agreement.
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10	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
11	SECTION 1. The memorandum of agreement negotiated by and between King
12	County and Washington State Council of County and City Employees, Local 1652R,
13	representing employees in the department of natural resources, industrial and hazardous
14	waste divisions and attached hereto is hereby approved and adopted by this reference
15	made a part hereof.

16 <u>SECTION 2.</u> Terms and conditions of said agreement shall be effective from

January 1, 2002, through and including December 31, 2002.

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Ordinance 14304 was introduced on 2/19/2002 and passed by the Metropolitan King County Council on 3/18/2002, by the following vote:

Yes: 12 - Ms. Sullivan, Ms. Edmonds, Mr. von Reichbauer, Mr. Phillips, Mr. Pelz, Mr. McKenna, Mr. Constantine, Mr. Pullen, Mr. Gossett, Ms. Hague,

Mr. Irons and Ms. Patterson

No: 0

Excused: 1 - Ms. Lambert

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Cynthia Sullivan, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this 21 day of March, 2002.

Ron Sims, County Executive

Attachments

A. Memorandum of Agreement Between Washington State Council of County and City Employees Local 1652R - Industrial and Hazardous Waste and King County for 1/1/02 - 12/31/02, B. Agreement Between King County and Washington State Council of County and City Employees Local 1652 R, C. Memorandum of Agreement Between King County and Washington State Council of County and City Employees Local 1652 R - Wage Addendum, D. Washington State Council of County and City Employees, Council 2, Local 1652R, Department of Natural Resources, Industrial and Hazardous Waste, Wage Addendum, E. Letter of Understanding - Information Systems Professional IV and Assistant Librarian Accretion, F. Memorandum of Agreement Between King County and Washington State Council of County and City Employees Local 1652R - King County Family Leave Ordinance, G. Letter of Understanding - Engineer Accretion

Attachment A 14304

MEMORANDUM OF AGREEMENT

BETWEEN

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL 1652R – INDUSTRIAL AND HAZARDOUS WASTE

AND

KING COUNTY

FOR 1/1/02 - 12/31/02

This Memorandum of Agreement between Washington State Council of County and City Employees, Local 1652R representing employees in the Industrial and Hazardous Waste Divisions of the King County, Department of Natural Resources, and King County operates to extend the provisions of the current collective bargaining agreement between the parties for twelve calendar months, subject to ratification by the King County Council and the Union membership, with the following modifications:

Amends Article 6: Sick Leave, and Adds Section 10 as follows:

Section 10. Bargaining unit members shall be granted benefits consistent with all provisions of King County's Family and Medical Leave Act (KCFML) Ordinance No. 13377. This includes but is not limited to eligibility requirements, terms, conditions and restrictions. The parties agree to re-open negotiations over KCFML if terms are negotiated and agreed to in coalition bargaining which differ from what the ordinance provides.

Amends Article 23: Duration, as follows:

Section 1. This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the King County Council and shall be effective January 1, 1999 and shall remain in effect through December 31, 2002.

Attachment A 14304

Section 2. Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty days prior to June 1, 2002.

Amends Wage Addendum, as follows:

APPROVED this

It is agreed that recognition shall be extended to employees within the following job classifications: Information Systems Professional IV, Water Quality Staff Engineer, Water Quality Staff Associate Engineer, and Assistant Librarian in accordance with the respective provisions of the Memorandums of Agreement accreting these employees into the bargaining unit. Those Memorandums of Agreement are incorporated as Addenda to this Agreement.

All other provisions of the collective bargaining agreement expiring on December 31, 2001 shall remain in full force and effect.

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	•	King County Executive	
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day of

2002

Clem Edwards, Union Representative WSCCCE, Local 1652R

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AGREEMENT BETWEEN

KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL 1652 R	LO)C A	\L	16	52	R
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6	ARTICLE I:	PURPOSE	1
	ARTICLE 2:	UNION RECOGNITION AND MEMBERSHIP	2
7	ARTICLE 3:	RIGHTS OF MANAGEMENT	4
8	ARTICLE 4:	HOLIDAYS	5
9	ARTICLE 5:	VACATION	6
10	ARTICLE 6:	SICK LEAVE	9
11	ARTICLE 7:	PAID LEAVES	12
12	ARTICLE 8:	WAGE RATES	
13	ARTICLE 9:	HOURS OF WORK	16
14	ARTICLE 10:	MEDICAL, DENTAL & LIFE INSURANCE	17
15	ARTICLE 11:	CONFLICT RESOLUTION	18
	ARTICLE 12:	COMMUNICATIONS	20
16	ARTICLE 13:	EQUAL EMPLOYMENT OPPORTUNITY	21
17	ARTICLE 14:	SAVINGS CLAUSE	22
18	ARTICLE 15:	WORK STOPPAGES AND EMPLOYER PROTECTION	23
19	ARTICLE 16:	WAIVER CLAUSE	24
20	ARTICLE 17:	REDUCTION-IN-FORCE	
21	ARTICLE 18:	UNION REPRESENTATION	28
22	ARTICLE 19:	WORK OUTSIDE-OF-CLASSIFICATION	29
23	ARTICLE 20:	TRAINING	30
24	ARTICLE 21:	EMPLOYEE RIGHTS	31
25	ARTICLE 22:	CONTRACTING OF WORK	32
	ARTICLE 23:	DURATION	33
26			

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AGREEMENT BETWEEN

KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL 1652 R

These Articles constitute an agreement between King County (County) and the Washington State Council of County and City Employees (WSCCCE), Local 1652-R (Union). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council.

The County and the Union, by mutual agreement, acknowledge the importance of a participative workplace in the Hazardous Waste and Industrial Waste Units. In the spirit of participation, management and labor in each work unit will maintain Norms Manuals. The Norms Manuals are living documents which set forth each work unit's internal policies, procedures, expectations and standards, with the purpose of instilling and preserving a culture of cooperation and partnership.

The use of Interest Based Bargaining (IBB) in the development of this Agreement by management, employees, the union staff representative, and the representative of the Office of Human Resources Management (OHRM) is reflective of our collaborative relationship.

ARTICLE 1: PURPOSE

- **Section 1.** The purpose of this Agreement is to promote the continued improvement of the relationship between the County and the Union. The articles of this Agreement set forth the wages, hours, and other working conditions for the bargaining unit employees.
- **Section 2.** All words under this Agreement shall have their ordinary and usual meaning except those words that have been defined under K.C.C. 3.12, as amended.

<u> ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP</u>

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

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

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

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

Section 5. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by WSCCCE and shall transmit the amount to WSCCCE.

Section 6. The Union will indemnify and hold the County harmless against any claims made and against any suit instituted against the County on account of any provision herein. The Union

agrees to refund to the County any amounts paid to it in error upon presentation of proper evidence thereof. Section 7. The County will transmit to the Union, upon written request, a current listing of all employees in the bargaining unit no more than twice a year. Such list shall indicate the name of the employee, position, job classification, department and work unit.

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

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ARTICLE 4: HOLIDAYS

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

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

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

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

Section 3. Personal holidays shall be administered through the vacation plan. One day shall be available for use on the first of October and one day on the first of November of each year.

Regular, provisional, probationary and term-limited temporary employees who work a part-time schedule shall receive the paid leave pro-rated to reflect their normally scheduled workday.

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

ARTICLE 5: VACATION

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

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	26	30	0.11539
and beyond			

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE 6: SICK LEAVE

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

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

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

Section 4. Division management and employees are responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed practitioner may be required by division management for any requested sick leave absence.

Section 5. Separation from or termination of County employment except by reason of retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should a regular employee resign or be laid off and return to County employment within two years, accrued sick leave shall be restored.

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

Section 7. Accrued sick leave may be used for the following reasons:

A. The employee's bona fide illness; provided, that an employee who suffers an

Section 8. An employee who has exhausted all of his/her sick leave may use accrued vacation leave as sick leave before going on leave of absence without pay, if approved by the manager.

Section 9. For employees covered by the overtime requirements of the Fair Labor Standards Act, sick leave may be used in one-half hour increments, at the discretion of the manager.

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ARTICLE 7: PAID LEAVES

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

A. Vacation leave hours.

- 1. Any employee eligible for paid leave benefits may donate a portion of his or her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee shall not be denied unless approval would result in a departmental hardship for the receiving department.
- 2. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum vacation accrual.
- 3. Donated vacation leave hours must be used within ninety calendar days following the date of donation. Donated hours not used within ninety days or due to the death of the receiving employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation leave payoff provisions contained in this chapter. For purposes of this section, the first hours used by an employee shall be accrued vacation leave hours.
 - B. Sick leave hours.
- 1. Any employee eligible for paid leave benefits may donate a portion of his or her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).
- 2. No donation shall be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred hours or more. No employee may donate more than twenty-five hours of his or her accrued sick leave in a calendar year.
- 3. Donated sick leave hours must be used within ninety calendar days.

 Donated hours not used within ninety days or due to the death of the receiving employee shall revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions

contained in this chapter, and sick leave restoration provisions contained in this chapter. For purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

- C. All donations of vacation and sick leave made under this chapter are strictly voluntary. Employees are prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.
- **D.** All vacation and sick leave hours donated shall be converted to a dollar value based on the donor's straight time hourly rate or salary at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate or salary to determine the actual number of hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's straight time hourly rate at the time of reconversion.

Section 2. Leave - Organ Donors.

- A. The division manager shall allow employees eligible for paid leaves who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five days paid leave provided;
- 1. The employee gives the division manager reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.
- 2. The employee provides written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.
- **B.** Time off from work for the purposes set out above in excess of five working days shall be subject to leave policies in this Agreement.

Section 3. Bereavement Leave.

A. Employees eligible for paid leaves shall be entitled to three working days of bereavement leave a year, due to death of members of their immediate family.

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

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

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

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

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

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

ARTICLE 8: WAGE RATES

Section 1. Effective on January 1 of each year of the Agreement, the base wage rates as set forth in Addendum A of the preceding year shall be increased by 90% of the CPI-W All Cities Index (September - September) with a maximum increase of six percent but no less than two percent.

Section 2. Hourly employees who are eligible for overtime under the Federal Fair Labor Standards Act shall receive overtime compensation at the rate of one and one-half times their regular hourly rate of pay for all actual hours worked in excess of forty hours in a workweek.

Section 3. Merit Pay System/Step Movement. Employees covered by this Agreement are subject to the County's ten-step pay plan and merit pay system as provided under the King County Code, and modification thereto.

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

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

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

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

Washington State Council of County and City Employees, Local 1652 R - Industrial and Hazardous Waste January 1, 1999 through December 31, 2001 275C0199 Page 16

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ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

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

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

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

ARTICLE 11: CONFLICT RESOLUTION

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

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

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

Section 4. Grievance process. *Step 1*. An employee or the union on behalf of the employee, may file written grievance with the Hazardous Waste Manager or Industrial Waste Manager within 14 calendar days of the conclusion of the pre-grievance process or thirty calendar days of the occurrence of the event, whichever is sooner. The Hazardous Waste Manager or Industrial Waste Manager shall meet with the employee, the Union Designee, the Division Personnel Representative, and whoever else is appropriate for the purpose of addressing and resolving the grievance. Both the Union and management agree to consult as appropriate and acquire expertise as needed to resolve the grievance. The Hazardous Waste Manager or Industrial Waste Manager shall issue a written response within thirty calendar days of its receipt.

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

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

Step 3. The Union Representative may advance the grievance to arbitration within thirty calendar days of the conclusion of the Steps 1 or 2 unless the grievance is resolved or lacks

1 | merit.

Section 5. Arbitration

A. Should arbitration be requested, the request must be made within thirty days of receiving the Step 2 grievance or mediation decision. The request for arbitration shall be submitted in writing to the Director of OHRM/designee.

- **B.** The parties shall select an arbitrator. In the event that the parties are unable to agree upon the arbitrator, then the arbitrator shall be selected from a panel of five arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS). The parties shall select the arbitrator from the names on the list. The Union shall strike first.
- C. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of this written Agreement in reaching a decision on the issue. The decision by the arbitrator shall be binding on both parties.
- **D.** No matter may be arbitrated which the County, by law, has no authority over or has no authority to change.
- **E.** Each party to an arbitration proceeding shall bear the full cost of its representatives and witnesses. The arbitrator's fees and expenses and any court reporter's fee and expenses agreed to by the Union and the County shall be paid equally by both parties.
- **F.** Selection of this conflict resolution procedure for the resolution of a grievance shall preclude the use of any other procedure in resolving the matter at issue.
 - G. Time limits will be extended by written consent of the parties.

Section 6. Unfair Labor Practice.

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

ARTICLE 12: COMMUNICATIONS

Section 1. The Union may post on County bulletin boards official Union material providing there is sufficient space beyond what is required by the County for "normal" operations.

Section 2. The Union may use email for jointly communicating information which the County has an interest such as: general meeting announcements and scheduling, labor/management committee communiqués (agendas, minutes, announcements and scheduling), and other like information.

Washington State Council of County and City Employees, Local 1652 R - Industrial and Hazardous Waste January 1, 1999 through December 31, 2001 275C0199 Page 20

ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate in employment on the basis of race, color, religion, national origin, age, creed, marital status, sex, sexual orientation, or on the presence of a sensory, mental or physical disability. Issues arising under this Article should be taken to the appropriate agency and are not subject to the conflict resolution procedures under this Agreement.

ARTICLE 14: SAVINGS CLAUSE

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

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

ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

Washington State Council of County and City Employees, Local 1652 R - Industrial and Hazardous Waste January 1, 1999 through December 31, 2001 275C0199
Page 23

ARTICLE 16: WAIVER CLAUSE

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

ARTICLE 17: REDUCTION IN FORCE

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

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

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

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

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

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

• 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 noints

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

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

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

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

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

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

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

ARTICLE 18: UNION REPRESENTATION

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

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

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

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

ARTICLE 19: WORK OUTSIDE-OF-CLASSIFICATION

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

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

Section 3. If the employee is required to work out-of-class for more than sixty days the Union may request a meeting for the sole purpose of clarifying why the employee is still working out-of-class.

Section 4. An employee assigned in writing to perform work of a lower classification will be paid at their regular rate of pay or salary for the period of the assignment.

Section 5. Employees will continue to accrue seniority in their regular classification for the duration of the acting assignment for purposes of application to Article 17.

ARTICLE 20: TRAINING

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

ARTICLE 21: EMPLOYEE RIGHTS Section 1. just cause. shall be apprised of his/her rights of appeal and representation as provided for in the Conflict Resolution Process of this Agreement. Agreement.

A. The County may reprimand, suspend, demote, or discharge a regular employee for
B. If the County issues disciplinary action against a regular employee, the employee

Section 2. Probationary, provisional, temporary and term-limited temporary employees are employed at-will and may be disciplined and discharged as determined by the County and have no right of appeal and representation as provided for in the Conflict Resolution Process of this

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ARTICLE 22: CONTRACTING OF WORK

Section 1. The County agrees not to contract out work typically performed by currently employed regular employees if the contracting of such work eliminates or reduces the normal (See, Article 9) workload of the bargaining unit. The County agrees that the contracting of work will not result in layoffs.

Section 2. All contracted work will be reviewed on a semi-annual basis by the County and the Union to ensure compliance with Section 1.

1	ARTICLE 23: 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	1999 and shall remain in effect through December 31, 2001.		
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, 2001.		
7			
8	APPROVED this day of, 19		
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12	· ————————————————————————————————————		
13	KING COUNTY EXECUTIVE		
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19	WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES		
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28	Washington State Council of County and City Employees, Local 1652 R - Industrial and Hazardous Waste		
1	N WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES. LOCAL ISY/K = INDUSTRIAL AND HAZARDOUS WASTE		

rrasnington State Council of County and City January 1, 1999 through December 31, 2001 275C0199 Page 33

Subject:

Wage Addendum

MEMORANDUM OF AGREEMENT

BETWEEN

KING COUNTY

AND -

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL 1652 R

The County and the Union agree that in the ev	vent that the County fully adopts
rates of pay that are different than the rates of pay for	the classifications listed under the
wage addendum of the Agreement, the parties agree t	to negotiate the effects of such
change.	
For King County:	
	Date
	•
For Washington State Council of County and City Employees, Local 1652 R:	t
Employees, Booth 1002 IC.	

Date

Washington State Council of County and City Employees, Council 2, Local 1652R Department of Natural Resources Industrial and Hazardous Waste Wage Addendum

Attachment D Union code: M3

14304

Classification	Pay Range
Administrator I	47
Assistant Librarian	51
Communications Specialist II	20
Communications Specialist III	55
Educator Consultant II	58
Head Librarian	55
Health & Environmental Investigator I	51
Health & Environmental Investigator II	56
Health & Environmental Investigator III	09
Health & Environmental Investigator IV	65
Industrial Waste Compliance Investigator I	56
Industrial Waste Compliance Investigator II	09
Industrial Waste Compliance Investigator III	65
Industrial Waste Compliance Specialist I	47
Industrial Waste Compliance Specialist II	50
Industrial Waste Compliance Specialist III	55
Information Systems Professional III	58
Information Systems Professional IV	63
Water Quality Staff Associate Engineer	NR
Water Quality Staff Engineer	NR

These positions are paid from the King County standardized pay schedule, except for the Water Quality positions - which have a separate negotiated range.

Attachment E 14304

LETTER OF UNDERSTANDING

December 18, 2000

Mr. Clem Edwards
Staff Representative
Washington State Council of County
and City Employees, Local 1652R
P.O. Box 750
Everett, WA 98206-0750

RE: Information Systems Professional IV and Assistant Librarian Accretion

Dear Mr. Edwards:

Two Information Systems Professional III ("ISP III") positions in the Department of Natural Resources, Industrial & Hazardous Waste Units of the Business Services Section that were represented by the Washington State Council of City and County Employees, Local 1652R were reallocated into the Information Systems Professional IV ("ISP IV") classification during King County's classification/compensation process. One of these positions was held by Elmer Pacardo, a current employee in the Industrial and Hazardous Waste Unit of the Business Services Section of the Department of Natural Resources. The other position was held by Tom Mortinger, a former employee of the Hazardous Waste Unit who left the County's employment on August 6, 1999.

On August 14, 2000, the union also requested that one Assistant Librarian position in Industrial and Hazardous Waste also be accreted into the existing bargaining unit. Alyssa Sampson was hired into this position on September 11, 2000 at \$18.56 per hour and currently holds the position within the department.

The union has requested that these new ISP IV positions and the Assistant Librarian position in Industrial and Hazardous Waste be accreted into the existing bargaining unit. King County agreed to voluntarily accrete the two ISP IV positions and the Assistant Librarian position within the WSCCCE Local 1652R bargaining unit in the Industrial & Hazardous Waste Units.

December 18, 2000 Mr. Clem Edwards

RE: Information Systems Professional Accretion

Page 2

The parties, Clem Edwards, representing WSCCCE, Local 1652R, and Kimberley Lew, representing King County, have negotiated all mandatory subjects of bargaining concerning the ISP IV position and the Assistant Librarian position. Through this letter, King County and WSCCCE Local 1652R agree to accrete these new positions into the existing Local 1652R bargaining unit within the Industrial and Hazardous Waste Units of the Business Services Section in the Department of Natural Resources according to the terms outlined below:

- ♦ The ISP IV classification in Industrial & Hazardous Waste shall be compensated at Pay Range 63 of the 2000 County 10 Step salary plan.
- ♦ The effective date of pay range adjustments for the two ISP IV positions shall be retroactive to January 1, 1998.
 - ► Elmer Pacardo shall receive retroactive pay from January 1, 1998 to current. The step placement methodology to be used to place Mr. Pacardo into the new pay range is as follows:
 - 1. Look at Mr. Pacardo's pay rate in 1997 and then look at the 1997 County 10 Step salary plan and place Mr. Pacardo at the next closest pay step without a decrease in pay.
 - 2. On January 1, 1998, move Mr. Pacardo to the 1998 County 10 Step salary plan at the predetermined step from his 1997 pay rate.
 - 3. On January 1, 1999, move Mr. Pacardo to the 1999 County 10 Step salary plan at the predetermined step from his 1998 pay rate.
 - 4. On January 1, 1999, Mr. Pacardo will receive a step increase on the 1999 County 10 Step salary plan.
 - 5. On January 1, 2000, move Mr. Pacardo to the 2000 County 10 Step salary plan at the predetermined step from his 1999 pay rate.
 - **6.** On January 1, 2000, Mr. Pacardo will receive a step increase on the 2000 County 10 Step salary plan.
 - ► Tom Mortinger shall receive retroactive pay from the date he left the County's employment back to January 1, 1998.

- ♦ The Assistant Librarian classification in Industrial & Hazardous Waste shall be compensated at Pay Range 51 of the 2000 County 10 Step salary plan.
- ♦ The effective date of pay range adjustments for the Assistant Librarian shall be proactive from the effective date of this agreement.
 - ♦ Alyssa Sampson shall be placed at the next closest pay step without a decrease in pay on the 2000 County 10 Step salary plan, Range 51.
- ♦ All terms of the collective bargaining agreement shall apply to these positions.
- ♦ This agreement is effective upon signature by all parties and is the full and complete agreement on matters concerning the Assistant Librarian and ISP IV classifications except that the collective bargaining agreement is incorporated into this agreement.

Sincerely,				
Kimberley M. Lew Labor Relations Analyst				
By signing below, I understand and concur with all terms outlined above:				
Clem Edwards Staff Representative Washington State Council of County and City Employees, Local 1652R	Date			
	·			
Sam Pailca Manager Labor Relations	Date			

Union President

MEMORANDUM OF AGREEMENT BETWEEN KING COUNTY AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES LOCAL 1652R

Subject: King County Family Medical Leave Ordinance

Bargaining unit members shall be granted benefits consistent with all provisions of King County's Family and Medical Leave Act (KCFML) Ordinance, No. 13377. This includes but is not limited to eligibility requirements, terms, conditions and restrictions. The parties agree to reopen negotiations over KCFML if terms are negotiated and agreed to in coalition bargaining which differ from what the ordinance provides. For King County: Kimberley Lew Date Labor Analyst/Negotiator For Washington State Council of County and City Employees, Local 1652R: Clem Edwards Date Staff Representative For Washington State Council of County and City Employees, Local 1652R: Debra Oliver Date

Attachment G 14304

Letter of Understanding

October 1, 2001

Mr. Clem Edwards
Washington State Council of County and City Employees
AFSCME AFL-CIO
P.O. Box 750
Everett, WA 98206-0750

RE: Engineer Accretion

Dear Clem:

This letter will confirm our agreement to voluntarily recognize Washington State Council of County and City Employees, Local 1652R as the exclusive bargaining representative for the following Industrial and Hazardous Waste Division, Department of Natural Resources employees currently occupying the following positions:

Bruce Tiffany, Industrial Waste, Water Quality Staff Engineer

Alice Chapman, Hazardous Waste, Water Quality Staff Associate Engineer

We have further agreed to accrete these two employees into the Washington State Council of County and City Employees, Local 1652R bargaining unit within the Industrial and Hazardous Waste Divisions of the Department of Natural Resources, King County as of August 29, 2001.

The employees will enjoy all relevant rights under the contract including any wage adjustments described in Article 8 of the collective bargaining agreement. Wages of these two classifications shall be negotiated when the collective bargaining agreement is renegotiated in 2002.

a copy of this letter to my office. Thank you.
Sincerely,
Kimberley M. Lew
Labor Analyst/Negotiator
Clem Edwards Date
Staff Representative, Local 1652R

cc: Dave Galvin, Supervisor, Hazard Waste Program, Department of Natural Resources Elsie Hulsizer, Program Manager, Department of Natural Resources Jan Bondar, Personnel Officer II, Department of Natural Resources Pamela Johnson, Program Analyst I, Department of Natural Resources