

**Coalition Labor Agreement (CLA) - Appendix for 275  
Agreement Between King County  
And  
Washington State Council of County and City Employees, Council 2, Local 1652R  
Industrial and Hazardous Waste**

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**AGREEMENT BETWEEN  
KING COUNTY  
AND  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
LOCAL 1652R**

**PREAMBLE**

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 are committed to working together to establish internal policies, procedures, expectations and standards, with the purpose of instilling and preserving a culture of cooperation and partnership and to meet the business needs of the Hazardous Waste and Industrial Waste Units.

**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.

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

The CLA shall apply to the individual bargaining unit's employees as follows: The Preamble and all Superseding and Non-Superseding provisions in their entirety.

**ARTICLE 3: UNION RECOGNITION AND BARGAINING UNIT**

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

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

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

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

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

**E. Probationary Employee:** An employee appointed to a regular career service position who is serving a probationary period as provided in Article 18 of this Agreement.

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

**Section 3.** Temporary employees shall be paid for all hours worked at the first pay step of the pay range set forth in Addendum A covering the classification of work in which the employee is employed. Any exception must be approved in writing by the Hazard Waste Program Manager or the

Industrial Waste Program Manager with notice to the Union.

**Section 4.** The Employer shall not use temporary or term-limited temporary employees to supplant regular career service positions in the bargaining unit.

#### **ARTICLE 4: 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.

#### **ARTICLE 5: 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.

## **ARTICLE 6: EMPLOYEE RIGHTS**

### **Section 1.**

**A.** The County may reprimand, suspend, demote, or discharge a regular employee for just cause except as provided in Article 18, Section 3 (regarding trial service).

**B.** If the County issues disciplinary action against a regular employee, the employee shall be apprised of their rights of appeal with regard to discipline or discharge as provided for in the CLA Article 26 Grievance Procedure.

**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 with regard to discipline or discharge as provided for in the CLA's Grievance Procedure.

## **ARTICLE 7: NON-DISCRIMINATION**

**Section 1. Avenue of Redress:** Complaints arising under this Article may be pursued through appropriate equal employment opportunity agencies of the Federal, County, City or State. Issues of this nature may be concurrently pursued through Step 3 of the Agreement's grievance procedure.

## **ARTICLE 8: UNION REPRESENTATION**

See also CLA Article 23.

**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 9: HOURS OF WORK**

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

### **Section 4. Contractual Overtime and Compensatory Time:**

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

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

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

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

For purposes of calculating contractual daily overtime and contractual weekly overtime, hours compensated shall be considered hours worked.

A. All work performed in excess of forty (40) hours in any work week by overtime eligible employees shall be considered as overtime and shall be either paid at the contractual overtime rate or shall be accrued as compensatory time at the rate of time and one-half. An employee is not required to accept compensatory time in lieu of overtime pay unless the employee agrees to this arrangement before the employee performs the overtime work.

B. An employee's accrued compensatory time balance must not exceed 80 hours at any time. An employee who has requested the use of compensatory time shall be permitted to use such time within a reasonable period after making the request unless there is an exceptional business need that would require the employee to remain at work. Any balance of comp time hours as of the end of the pay period that includes December 31 shall have those excess hours cashed out. If it is not feasible for an employee to use compensatory time during the calendar year in which it is accrued, the employee may then request, and the Department Director may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year. If the employee should not be able to take the compensatory time within the first quarter, it shall be cashed out.

C. Overtime eligible employees may make necessary adjustments, when approved by the work unit manager, in their normal work hours required to fulfill their job responsibilities within a forty (40)-hour week without overtime compensation.

D. Thirty (30) calendar days advance notice will be given an employee prior to the implementation of an involuntary change in the employee's regular schedule, except in cases of emergency.

**Section 5.** 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 (FLSA) are expected to work the hours necessary to satisfactorily perform their jobs. However, FLSA exempt employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Exempt Executive, Administrative, and Professional Employees (Executive Policy PER 8-1-2 (AEP)). Employees covered by this Agreement who are in salaried positions and eligible for Executive Leave as provided in Executive policy will receive three (3) days of Executive Leave per calendar year after successful completion of the employee's new hire probationary period. Executive Leave up to seven (7) additional days per year, as provided in the Executive policy, may be granted at the discretion of the County.

**Section 6. Standby Duty:** See CLA Article 43.

**Section 7. Call-in Pay:** See CLA Article 43.

**Section 8. Telecommuting:** In the interest of attracting and retaining a diverse and talented workforce, reducing costs, and meeting policies and regulations such as the Commute Trip Reduction law, the County and the Union agree that the County's Telecommuting Policy, and any modifications thereto, shall apply to employees covered under this Agreement.

## **ARTICLE 10: HOLIDAY PAY**

See also CLA Article 10.

### **Section 1. Holiday Pay for Overtime Eligible Employees:**

**A. Alternative Work Schedule:** Employees scheduled to work an alternative work schedule shall be compensated in accordance of Article 10 of the CLA (i.e., Section 10.4 and 10.5).

**B. Holiday on Regular Day Off:** When a holiday falls on an eligible employee's regularly scheduled day off, the employee will have the option of receiving the holiday pay at the straight time rate in the same pay period, or of converting and banking the holiday hours as compensatory time at the straight time rate for use after the actual holiday.

**C. Work on a Holiday:** An employee, who, because of workload, is required or authorized to work on a holiday, will be paid for the hours worked in addition to the holiday pay.



Such pay will be at the employee's hourly base rate as defined in Article 9.4 unless overtime provisions apply. Alternatively, the employee may elect to receive compensatory time off for the hours worked on the holiday. The employee will be paid or earn compensatory time for the hours worked, according to overtime provisions.

#### **ARTICLE 11: VACATION ADMINISTRATION**

See also CLA Article 9 and 32.

**Section 1.** 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 2.** 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.

**Section 3.** Requests for vacation leave shall be made in advance, with as much notice to the supervisor as practicable. Timely requests will not be unreasonably denied. It is understood that last minute emergencies or unforeseen circumstances may preclude timely requests and in such instances the supervisor and employee are expected to work together to meet both employee and business needs.

#### **ARTICLE 12: SICK LEAVE ADMINISTRATION**

See also CLA Article 11 and 31.

**Section 1.** Division management and employees are responsible for the proper administration of the sick leave benefit.

**Section 2.** 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.

#### **ARTICLE 13: WORK OUTSIDE-OF-CLASSIFICATION**

**Section 1.** If the employee is required to work out-of-class for more than sixty (60) days the Union may request a meeting for the sole purpose of clarifying why the employee is still working out-of-class.

**Section 2.** 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 3.** Employees and supervisors will review the employee's classification specifications at least annually. Requests to change an employee's classification will be made in accordance with King County Personnel Guidelines.

**ARTICLE 14: JOB PROGRESSION**

**Section 1.** The County and the Union agree that job progression remains an option for certain, mutually agreed upon, classification series. If the County and the Union agree that job progression is feasible for a specific classification series, they may establish a joint labor/management committee to develop the necessary protocol.

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

**B.** The step placement upon progression shall be according to the same rule for promotion.

**C.** Trial service shall not be required for employees that progress within a classification series as a result of completing a job progression protocol.

**D.** The following job progression systems have been developed by a joint labor and management committee and the criteria by which an employee may progress within the classification series has been established in the specific protocols pertaining to such job progression systems. Any changes to the established protocols must be developed and agreed upon by a joint labor and management committee.

**1.** Health and Environmental Investigator I to a Health and Environmental Investigator II (Job Progression between Health and Environmental Investigator I and Health and Environmental Investigator II) dated April 25, 2017.

**2.** Health and Environmental Investigator II to a Health and Environmental Investigator III (Job Progression System for Health and Environmental Investigator (HEI) II to III dated October 8, 2007.

**3.** Industrial Waste Compliance Investigator I to Industrial Waste Compliance Investigator II dated January 6, 2017.

4. Industrial Waste Compliance Specialist I to Industrial Waste Compliance Specialist II dated April 2003.

5. Industrial Waste Compliance Investigator II to Industrial Waste Compliance Investigator III. See ADDENDUM B.

## **ARTICLE 15: COMPETITIVE PROCESS**

See Also CLA Article 18.

**Section 1.** Career service members shall be the first group of candidates to be considered for competitive appointment to the vacancy. The appointment will be made on the basis of qualification, skill, and ability of those who are in competition for the vacancy. Should none of the bargaining unit career service candidates have the qualifications, skill, and ability to perform the job, the vacancy shall first be open to career service members on the recall list per Article 17, Section 6 of this Agreement. Successful applicants must be more than “minimally qualified.” If the vacancy is not filled per Article 17, Section 6 of this Agreement then other non-probationary County employees in accordance with the King County Workforce Management Plan will be considered for the vacancy.

**Section 2.** Finally, if an opening is subsequently advertised in an open competitive process, where the qualifications, skill and ability of a bargaining unit employee and another applicant are equal, the bargaining unit employee shall receive preference. The County retains sole discretion to make determinations of ability and qualifications. Upon request, if a bargaining unit employee is not selected, the County shall provide the Union a written explanation of why they were not hired in to the position.

**Section 3.** The parties share a mutual interest in diverse interview panels that include representatives of relevant stakeholder groups, including members of the bargaining unit. To the extent practicable interview panels will reflect the diversity of the workplace and include bargaining unit members and/or individuals outside of the bargaining unit with subject matter expertise.

## **ARTICLE 16: CONTRACTING OF WORK**

See also CLA Article 16.

**Section 1.** All contracted work will be reviewed on a semi-annual basis by the County and

the Union to ensure compliance with this Article.

## **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 reasonably 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 other 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.

| <b><i>Layoff Formula:</i></b> | <b>1</b>  | <b>2</b>  | <b>3</b>                         |
|-------------------------------|---|---|----------------------------------|
|                               | <b>1) Total Years of Regular Service within King County / Metro: points</b> | <b>2) Years of Regular Service within Current Bargaining Unit: points</b> | <b>3) Total Number of Points</b> |

***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:***

- 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 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 (30) days in advance of the effective date of layoff.

**Section 6.** In addition to the County's recall policy under Reduction in Force Planning and Implementation Guide, 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 (14) 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 (2) years from the time of layoff will have any forfeited sick leave accruals and seniority restored.

**Section 9.** Provisional, temporary, probationary and term-limited temporary employees are employed at-will and are not subject to these layoff procedures.

## **ARTICLE 18: PROBATION, TRIAL SERVICE AND PERFORMANCE APPRAISALS**

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

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

**A.** A probation period shall be required for all initial, recalled, or reinstated employees and shall be six (6) months of actual service.

1           **B.** A trial service period shall be required following a promotion, demotion, or  
2 transfer and shall be six (6) months of actual service.

3           **C.** Notwithstanding the requirements listed in 2.A and 2.B., the County maintains the  
4 exclusive right to extend or reduce the length of any probation or trial service period, however, the  
5 probation or trial service period shall not exceed a maximum of twelve (12) months of actual service.  
6 The employee, the local Union president and the Council 2 Union Representative will be notified in  
7 writing of such extension or reduction, including the duration of the extension or reduction, and  
8 reasons for the extension or reduction, prior to the end of the initial probation or trial service period.

9           **1.** In the event an employee is absent for more than two (2) consecutive work  
10 weeks during a probation or trial service period, the completion date may be extended by an amount  
11 of time equal to the length of the absence.

12           **Section 3. Trial Service Reversion.** An employee who does not successfully complete the  
13 trial service period, or who requests to be returned to their former position prior to the end of the trial  
14 service period, will be restored to the employee's former position if such position is available.  
15 However, other employees will not be removed to create a vacancy for the employee. If the  
16 employee's former position is not available, the employee will be terminated from employment and  
17 their name will be placed on a recall list for a period of twelve (12) calendar months from the date of  
18 termination.

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

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

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

4           **Section 6. Performance Appraisals.** As outlined in the Performance Appraisal  
5 Memorandum of Agreement (275U0125).

6           **ARTICLE 19: TRAINING AND SAFETY STANDARDS**

7           **Section 1.** The County and the Union agree that training and employee career development  
8 can be beneficial to both the County and employees. Training, career development and educational  
9 needs may be identified by both the County and by the employee(s). The County and Union  
10 recognize the mutual benefit to be attained by affording training opportunities to employees and shall  
11 provide information and access to training opportunities for its employees, within budgeted  
12 appropriations. The training opportunities shall be guided by, but not limited to, the overall  
13 objectives of encouraging and motivating employees to improve and develop their personal  
14 capabilities.

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

18           **Section 3.** Wastewater Treatment Division policies on safety shoes and safety shoes  
19 vouchers, safety eyewear and safety prescription eyewear vouchers, hearing conservation, and  
20 respiratory protection programs, and amendments thereto, shall apply to employees covered under  
21 this Agreement.

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

24           **ARTICLE 20: WAIVER CLAUSE - ENTIRE AGREEMENT**

25           The parties acknowledge that each has had the unlimited right within the law and the  
26 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
27 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. Notwithstanding 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 OLR/designee.

## **ARTICLE 21: WAGE RATES**

**Section 1.** Total Compensation Agreement. General Wage Increase (GWI) adjustments will be in accordance with the Coalition Labor Agreement, Article 29.

**Section 2. Step Movement:** Regular full time and part time employees covered by this Agreement who have completed their probationary period by October 1 shall be awarded a one- step increase within their assigned salary range on the King County Squared Table effective the beginning of the first pay period each January to step ten (10) of the applicable range. Employees who reach the maximum of their pay range may earn a merit increase above the maximum of their range (i.e. move approximately 2.5% to 5% above step ten) with a grade of “Outstanding” over two consecutive years for the first eligibility requirement, but that increase must then be re-earned every twelve months with continued “Outstanding” performance. Absent such a grade, the employee’s salary reverts to the step ten or the top of the pay range.

**Section 3. Wage Addendum:** The County and the Union agree that in the event 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 this Agreement, the parties agree to negotiate the effects of such change. If parties agree that an increase in pay range is justified, the employee shall be placed at the same step in the new range as in the previous range consistent with King County Code.

**Section 4. Pay on Promotion:** Shall be in accordance with conditions stated in King County Code.

## **ARTICLE 22: INSURANCE BENEFITS**

See also CLA Article 25.

**Section 1.** Members of this bargaining unit receive their insured benefits pursuant to CLA Article 25, which is negotiated through the Joint Labor Management Insurance Committee, which is

1 comprised of representatives from the County and its labor unions. The function of the Committee  
2 shall be to review, study and make recommendations relative to existing medical, dental, vision, and  
3 life insurance programs.

4 **Section 2.** The Union and County agree to incorporate changes to employee insurance  
5 benefits which the County may implement as a result of the agreement of the Joint Labor  
6 Management Insurance Committee referenced above.

7 **ARTICLE 23: PRODUCTIVITY INITIATIVE**

8 **Productivity Initiative:** The management of King County Department of Natural Resources  
9 and Parks Wastewater Treatment Division, and WSCCCE Local 1652R, agree to engage in a  
10 competitiveness and productivity initiative for the benefit of the employees of the division, and the  
11 ratepayers of King County, our “customers.” Recognizing the inevitability of change, the parties to  
12 this agreement intend to work together to manage that change to their mutual benefit. We believe the  
13 partnership we are employing will continue to provide our customers with the best and most efficient,  
14 state of the art wastewater treatment utility in the country, while securing excellent family wage jobs  
15 and rewarding careers for the employees of the division.

16 In order to accomplish this change successfully, we agree to the following:

17 **Section 1.** There will be no involuntary layoffs due to the Productivity Initiative during the  
18 period the Productivity Pilot Program is in effect between Wastewater Treatment Division DNRP and  
19 King County government. Any reductions in force necessary to help meet Productivity Initiative  
20 goals will be accomplished through attrition.

21 **Section 2.** This agreement acknowledges the partnership among the management of King  
22 County DNRP, Wastewater Treatment Division, the County, and WSCCCE Local 1652R to manage  
23 the change process as the Productivity Pilot Program is implemented, and on a continual basis  
24 thereafter.

25 **Section 3.** Management is committed to providing adequate resources for appropriate and  
26 necessary training, career development, and incentives consistent with the business needs, within the  
27 financial constraints of the business plan.

**Section 4.** The goals of the Productivity Incentive Program are as follows:

**A.** Provide financial incentives to employees to achieve higher than projected savings to the sewer ratepayers.

**B.** Encourage teamwork.

**C.** Encourage employee involvement and “ownership” of the business. The parameters of the Productivity Incentive Program shall be consistent with the commitments and performance guarantees as set forth in the Wastewater Productivity Pilot Program, established by Motion 11156 and by Ordinance 14941.

**Section 5. Productivity Incentive Fund:** The Productivity Incentive Fund shall be established each calendar year after the baseline annual target savings identified in the aforementioned Productivity Pilot Program are met and verified through an independent review. Fifty percent (50%) of additional savings shall be retained by the Wastewater Treatment Division, and fifty percent (50%) of additional savings shall be assigned to a productivity incentive fund. A minimum of twenty-five percent (25%) of the funds assigned to the Productivity Incentive Fund shall be paid out in cash to all employees participating in the Productivity Initiative with the remaining seventy-five percent (75%) distributed in accordance with Section 6 of this article.

**Section 6. Productivity Incentive Oversight Committee:** A Productivity Incentive Program Oversight Committee shall be responsible for oversight of funds allocated to the fund. The committee will include one (1) representative from AFSCME, WSCCCE, Local 1652R Industrial Waste.

The Productivity Incentive Program Oversight Committee shall have the authority and responsibility to determine the distribution and use of the fund, subject to approval by the director of the Wastewater Treatment Division. In addition to the minimum annual payouts to employees, as referenced in Section 5, the distribution of the funds may include, but not be limited to:

**A.** Increased annual payouts to employees.

**B.** Investment in employees through training and other employee development programs.

1 C. Award and recognition program.

2 D. Reserve fund.

3 E. Other activities consistent with achieving the goals of the Productivity Pilot  
4 Program.

5 **ARTICLE 24: WORK SPACE ASSIGNMENTS**

6 Should DNRP change the policy on primarily home-based telework, and the HW or IW units  
7 return to a physical office environment, the parties recognize the importance of the physical work  
8 environment and shall endeavor to minimize conflict over offices and work space assignment by  
9 agreeing that management will assign work spaces using the following principles (in no particular  
10 order of preference):

11 1. Business needs (closer proximity co-workers on the same team and work group t, for  
12 example, or other rationale related to getting work done in an efficient and effective manner);

13 2. Medical accommodation;

14 3. Seniority;

15 4. IW shall use the seating matrix dated March 2, 2000) as a guideline. Changes to the  
16 seating matrix shall be made upon mutual agreement between labor and management (January 31,  
17 2006) as a guideline. Changes to the seating matrix shall be made upon mutual agreement between  
18 labor and management.


19 **ARTICLE 25: PERSONAL VEHICLE USE REIMBURSEMENT**

20 Pursuant to the rules established in the County's policy on Authorized Travel, Travel Expense  
21 and Miscellaneous Reimbursement for County Employees, PER 17-1-4 (EP), Section III Sub-  
22 Section I (Transportation Policy), as amended, and subject to supervisory approval, employees shall  
23 be reimbursed for mileage, tolls, and parking expenses when an employee operates their personal  
24 vehicle for conducting King County business in lieu of a King County vehicle. For the purpose of  
25 this section, and while an employee is assigned to home-based telework, the regularly assigned  
26 workplace in the Transportations Policy is the employee's home, but not in contradiction with  
27 policies and rules that do not reimburse for employees' commutes. If the King County

Transportation Policy changes in a manner that modifies or is inconsistent with this approach, the updated King County approach will be used, with the parties acknowledging their obligation to engage in collective bargaining over the impacts of the policy change, to the extent required by law. Reimbursement shall not apply when the employee is commuting to a King County facility solely for the purpose of conducting routine office work, should that be the assigned workplace for the day.

For Washington State Council of County and City Employees, Council 2, Local 1652R:

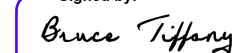
DocuSigned by:



558CF3539DAF418...

Suzette Dickerson  
Staff Representative

Signed by:




08F03240042542C...

Bruce Tiffany  
Local 1652 Bargaining Representative

For King County:

Signed by:



AECE2A02BC144D5...

Matthew J. Wood  
Labor Relations Negotiator  
Office of Labor Relations, Executive Office

**ADDENDUM A****Washington State Council of County and City Employees, Council 2, Local 1652R  
DNRP - Industrial and Hazardous Waste****cba Code: 275****Union Code: M3**

| <b><u>Job<br/>Class<br/>Code</u></b> | <b><u>PeopleSoft<br/>Job Code</u></b> | <b><u>Classification Title</u></b>      | <b><u>Range</u></b> |
|--------------------------------------|---------------------------------------|---|---------------------|
| 4201100                              | 421216                                | Administrative Specialist I             | 35                  |
| 4201200                              | 421304                                | Administrative Specialist II            | 39                  |
| 2810000                              | 281107                                | Administrative Staff Assistant          | 49                  |
| 2810100                              | 281203                                | Administrator I                         | 50                  |
| 2810200                              | 281322                                | Administrator II                        | 56                  |
| 2501100                              | 252105                                | Communications Specialist I             | 51                  |
| 2501200                              | 252210                                | Communications Specialist II            | 54                  |
| 2501300                              | 252306                                | Communications Specialist III           | 58                  |
| 7321200                              | 734808                                | Database Administrator - Journey        | 62                  |
| 7321400                              | 735008                                | Database Administrator - Master         | 72                  |
| 7321300                              | 734908                                | Database Administrator - Senior         | 67                  |
| 2251100                              | 226202                                | Educator Consultant I                   | 54                  |
| 2251200                              | 226307                                | Educator Consultant II                  | 58                  |
| 2251300                              | 226407                                | Educator Consultant III                 | 62                  |
| 7112100                              | 711107                                | Engineer I                              | 55                  |
| 7112200                              | 711208                                | Engineer II                             | 60                  |
| 7112300                              | 711308                                | Engineer III                            | 65                  |
| 7112400                              | 711407                                | Engineer IV                             | 70                  |
| 7520300                              | 752305                                | Environmental Scientist III             | 64                  |
| 5321100                              | 535205                                | Health and Environmental Investigator I | 51                  |

|    |         |        |  |    |
|----|---------|--------|--|----|
| 1  | 5321200 | 535304 | Health and Environmental Investigator II     | 58 |
| 2  | 5321300 | 535404 | Health and Environmental Investigator III    | 63 |
| 3  | 5321400 | 535503 | Health and Environmental Investigator IV     | 68 |
| 4  | 5326100 | 538102 | Industrial Waste Compliance Investigator I   | 58 |
| 5  | 5326200 | 538202 | Industrial Waste Compliance Investigator II  | 63 |
| 6  | 5326300 | 538302 | Industrial Waste Compliance Investigator III | 68 |
| 7  | 5322100 | 536102 | Industrial Waste Compliance Specialist I     | 53 |
| 8  | 5322200 | 536202 | Industrial Waste Compliance Specialist II    | 56 |
| 9  | 5322300 | 536302 | Industrial Waste Compliance Specialist III   | 62 |
| 10 | 7311200 | 731708 | LAN Administrator - Journey                  | 56 |
| 11 | 7311400 | 731908 | LAN Administrator - Master                   | 66 |
| 12 | 7311300 | 731809 | LAN Administrator - Senior                   | 61 |
| 13 | 2241200 | 224504 | Librarian - Assistant                        | 51 |
| 14 | 2241300 | 224603 | Librarian - Head                             | 55 |
| 15 | 2441100 | 243111 | Project/Program Manager I                    | 53 |
| 16 | 2441200 | 243215 | Project/Program Manager II                   | 58 |
| 17 | 2441300 | 243317 | Project/Program Manager III                  | 63 |
| 18 | 7316300 | 734008 | Website Developer - Senior                   | 63 |

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

**ADDENDUM B**

Memorandum of Agreement

By and Between

King County

and

Washington State Council of County and City Employees,

Local 1652R Industrial and Hazardous Waste

**Subject: NEW JOB PROGRESSION: Development of Industrial Waste Compliance  
Investigator II to Industrial Waste Compliance Investigator III Job Progression and  
Upgrade of Current Job Progressions**

**Background:**

King County (the County) and the Washington State Council of County and City Employees, Local 1652R (the Union) are parties to a collective bargaining agreement (CBA) which is an appendix to the Coalition Labor Agreement (CLA), with an effective date of January 1, 2026. The CBA covers employees in the Hazardous Waste Management Program (HWMP) and the Industrial Waste Program (IW) in the Department of Natural Resources and Parks. The requirements for upward progression in several job classifications were previously negotiated and are referenced as part of the CBA; however, the parties agree that certain current job progressions contain outdated trainings or requirements and may need to be updated. Also, during bargaining of the CBA, the parties agreed to the development of a job progression for advancing from an Industrial Waste Compliance Investigator II to an Industrial Waste Compliance Investigator III. The parties enter into this agreement to memorialize the commitment to implement these changes.

**Agreement:**

The parties agree to complete the Industrial Waste Compliance Investigator II to III job progression by December 31, 2026.



**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND  
KING COUNTY COALITION OF UNIONS**

**Subject: GreenWhereWeWork (GWWW) Initiative**

On June 19, 2020, the King County Department of Natural Resources and Parks (DNRP) announced the GWWW initiative which will permanently establish work-from-home as the primary employee office workspace, replacing, in part, a centrally-located employer-provided office space. This agreement memorialized the Parties' bargaining regarding the effects of this change.

The GWWW Initiative is guided by principles that are closely aligned with the mission, vision and goals of DNRP, the Equity and Social Justice Strategic Plan as well the King County True North and Values. The Department shall make every effort to ensure that the administration of teleworking does not result in an inequitable impact for employees who are part of communities that have historically been at an economic disadvantage and/or those employees who are more economically impacted as a result of classification, position type, tenure, etc. The Parties agree to jointly facilitate this effort and the topic of equity will be a standing agenda item for Labor Management Committee meetings.

All terms and provisions of the existing Collective Bargaining Agreements shall continue to apply unless specifically modified by the agreements set forth as follows:

**AGREEMENTS:**

**1. WORKING CONDITIONS:**

**A. Telework Status:** Teleworking is mandatory for positions identified by DNRP. However, waivers (temporary and permanent) may be requested in writing.

**B. Processing Waiver Requests:** The County will respond to requests for waivers in writing and requests will not be unreasonably denied. Decisions to deny the request will state the reasons for the decision based on balancing operational needs and the productivity and business needs of the employee.

**C. Alternative Work/Flexible Schedules:** Employees may request and the Department may approve alternative or flexible work schedules. No employee shall be prohibited from having access to an alternative work schedule or flexible schedule due to their telecommuting status.

**D. Reasonable Accommodation:** Employees whose condition requires reasonable accommodation will work with Disability Services for determination and procurement of necessary accommodations.

**E. Workers Compensation:** Employees who telecommute are responsible for

working safely and will work with Safety and Claims Management to process a worker's compensation claim for work-related occupational diseases or injuries while telecommuting.

**2. HOME OFFICE EXPENSES:** For DNRP employees on a mandatory telework assignment, the Parties agree to the following:

**A. Teleworking Expenses:**

1. Employees in need of basic office supplies will follow their normal process of requesting supplies. Normally supplies will be ordered through County procurement processes with supervisor approval and shipped to the employee's home.

2. General office supply expenses that have been approved in advance by the employee's supervisor, which cannot be procured through normal County processes, may be eligible for reimbursement. Such purchases must be pre-approved, documented, and reported for reimbursement to the County.

3. Additional equipment that an employee needs for their home workspace requires the approval of the department director, or their designee.

**B. Technology support:**

1. The County will supply necessary IT equipment and job-related tools. In the event the County is temporarily, or on a long-term basis, unable to supply necessary IT equipment and job-related tools, employees may be required to work on site as determined by the department to perform duties which require specialized equipment.

2. Employees who do not have adequate internet access from their telework location may request a wireless internet connectivity solution.

3. The County will provide routine maintenance and repairs for County equipment if the equipment is returned to a designated worksite.

**3. REOPENER:** During the term of this Agreement, the County may propose modifications to the working conditions and/or establish new policies that affect telecommuting conditions, provided that advance written notice is given to the Union, except in cases of emergency, and the Union shall be provided the opportunity to bargain the impacts or decision, to the extent required by law.

**4. DEFERRAL:** To the extent that components of the GWWW Initiative impact bargaining conflicted and/or are more appropriately discussed as a matter of negotiations over the Coalition Labor Agreement (CLA), its Appendices, or any other existing CBA, the Parties mutually agree to defer such matters to other bargaining tables, such as:

**A.** Decisions and appeals of waiver requests.

**B.** Job postings.

C. Spending limits and reimbursable expenses.

D. Monthly telework stipend.

5. **ORDER OF PRECEDENCE**: Should the County sign any agreements with the King County Coalition of Unions that address the same topics bargained within this Agreement, the agreement with the Coalition of Labor Unions shall supersede and take precedence over this Agreement.

6. **DURATION**: This Agreement expires on the expiration of the CLA and will expire in its entirety unless incorporated into the successor CBA.

|     |   |
|-----|---|
| 010 | Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks and Recreation   |
| 011 | Service Employees International Union, Local 925 - Wastewater Treatment Division - Department of Natural Resources and Parks  |
| 040 | Professional and Technical Employees, Local 17 - Departments: Executive Services, Local Services, Natural Resources and Parks   |
| 048 | Professional and Technical Employees, Local 17 - Information Technology   |
| 065 | Professional and Technical Employees, Local 17 - Supervisors - Departments: Executive Services, Local Services, Natural Resources and Parks                                       |
| 066 | Professional and Technical Employees, Local 17 - Section Managers - Departments: Local Services, Natural Resources and Parks  |
| 154 | International Brotherhood of Teamsters Local 117 - Professional & Technical and Administrative Employees  |
| 156 | International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks |
| 157 | International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Supervisors - Department of Natural Resources and Parks   |
| 159 | International Brotherhood of Teamsters Local 117 - Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources and Parks                     |
| 275 | Washington State Council of County and City Employees, Council 2, Local 1652R - Industrial and Hazardous Waste  |
| 459 | Technical Employees' Association - Wastewater Treatment Division, Department of Natural Resources and Parks, Supervisors and Staff  |

For Washington State Council of County and City  
Employees, Council 2, Local 1652R:

  
Suzette Dickerson (May 24, 2021 16:37 PDT)

Suzette Dickerson  
Staff Representative

May 24, 2021

Date

For Professional and Technical Employees, Local 17:

  
Karen Estevenin (May 21, 2021 18:18 PDT)

Karen Estevenin  
Executive Director

May 21, 2021

Date

For Service Employees International Union, Local 925

  
Rion Peoples (May 26, 2021 18:22 PDT)

Rion Peoples  
Internal Organizer

May 26, 2021

Date

For Technical Employees' Association

  
Michael Sands

Michael Sands  
President

May 26, 2021

Date

For International Brotherhood of Teamsters, Local 117:

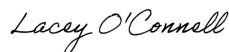


John Searcy  
Secretary Treasurer

Jun 1, 2021

Date

For King County:

  
Lacey O'Connell

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

Jun 1, 2021

Date