

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

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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: UNION RECOGNITION AND MEMBERSHIP

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

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

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

13 **Section 4.** Failure by an employee to abide by the above provisions shall constitute cause for
14 discharge of such employee; provided, however, it shall be the responsibility of the Union to notify
15 the County in writing when it is seeking discharge of an employee for noncompliance with Section 2
16 and Section 3 of this Article. When an employee fails to fulfill the union security obligations set
17 forth within this Article, the Union shall forward a "Request for Discharge Letter" to the Department
18 of Natural Resources and Parks ("department") Human Resources Manager (with copies to the
19 affected employee and the Department of Executive Services). Accompanying the discharge letter
20 shall be a copy of the letter to the employee from the Union explaining the employee's obligation
21 under either Article 2, Section 3 or Section 4.

22 The contents of the "Request for Discharge Letter" shall specifically request the discharge of
23 the employee for failure to abide by Section 3 or Section 4 of this Article, but provide the employee
24 and the County with thirty (30) calendar days' written notification of the Union's intent to initiate
25 discharge action, during which time the employee may make restitution in the amount which is
26 overdue. Upon receipt of the Union's request, the department's Human Resources Manager shall
27 give notice in writing to the employee, with a copy to the Union and the Office of Labor Relations
28 (OLR) that the employee faces discharge upon the request of the Union at the end of the thirty (30)-

1 calendar day period noted in the Union's "Request for Discharge Letter" and that the employee has an
2 opportunity before the end of said thirty (30)-calendar day period to present to the department's
3 Human Resources Manager any information relevant to why the Department should not act upon the
4 Union's written request for the employee's discharge.

5 In the event the employee has not yet fulfilled the obligation set forth within Section 3 or
6 Section 4 of this Article within the thirty (30)-calendar day period noted in the "Request for
7 Discharge Letter," the Union shall thereafter reaffirm in writing to the Department's Human
8 Resources Manager with copies to the affected employee and the OLR, its original written request for
9 discharge of such employee. Unless sufficient legal explanation or reason is presented by the
10 employee why discharge is not appropriate or unless the Union rescinds its request for the discharge
11 the County shall, as soon as possible thereafter, effectuate the discharge of such employee. If the
12 employee has fulfilled the union security obligation within the thirty (30)-calendar day period, the
13 Union shall so notify the Department's Human Resources Manager in writing, with a copy to the
14 OLR and the affected employee. If the Union has reaffirmed its request for discharge, the
15 Department's Human Resources Manager shall notify the Union in writing, with a copy to the
16 Director of OLR and the affected employee, that the department effectuated, or that the department
17 has not discharged the employee, setting forth the reasons why it has not done so.

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

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

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

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

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

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

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

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

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

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

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

28 **Section 10.** The Employer shall not use temporary or term-limited temporary employees to

1 supplant regular career service positions in the bargaining unit.

2 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

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

28 **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 5: 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 his/her rights of appeal with regard to discipline or discharge as provided for in the Grievance Procedure of this Agreement.

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 Grievance Procedure of this Agreement.

ARTICLE 6: NON-DISCRIMINATION

Section 1. 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, union activity, or on the presence of a sensory, mental or physical disability.

Section 2. 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 7: 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

1 working hours.

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

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

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

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

13 **ARTICLE 8: HOURS OF WORK**

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

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

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

20 **Section 4. Overtime and Compensatory Time:**

21 A. All work performed in excess of forty (40) hours in any work week by overtime
22 eligible employees shall be considered as overtime and shall be either paid for at the overtime rate of
23 one and one-half (1-1/2) times the hourly regular rate of pay or shall be accrued as compensatory time
24 at the rate of time and one-half. An employee is not required to accept compensatory time in lieu of
25 overtime pay unless the employee agrees to this arrangement before the employee performs the
26 overtime work.

27 B. An employee's accrued compensatory time balance must not exceed 80 hours at
28 any time. An attempt will be made to use compensatory time during the year in which it is accrued

1 unless this is not feasible due to work demands. The employee may then request the carryover of all
2 hours of accrued compensatory time to the following calendar year. Compensatory hours that have
3 been carried over must be used within the new calendar year. An employee who has requested the
4 use of compensatory time shall be permitted to use such time within a reasonable period after making
5 the request unless there is an exceptional business need that would require the employee to remain at
6 work.

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

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

13 **Section 5.** Employees covered by this Agreement that are employed in a bona fide executive,
14 administrative or professional capacity and in turn are exempt from overtime payments under the
15 Federal Fair Labor Standards Act (FLSA) are expected to work the hours necessary to satisfactorily
16 perform their jobs. However, FLSA exempt employees are eligible to receive Executive Leave
17 pursuant to the King County Executive Leave Pay and Leave Practices for Exempt Executive,
18 Administrative, and Professional Employees (Executive Policy PER 8-1-2 (AEP)).

19 **Section 6. Standby Duty:** Whenever an employee is placed on standby duty, the employee
20 shall be available to respond to emergency calls and, when necessary, return immediately to work.
21 Employees who are placed on standby duty shall be paid at a rate of ten (10) percent of the
22 employees' straight time hourly rate of pay for all hours assigned. When an employee is required to
23 return to work while on standby duty, the standby shall be discontinued for the actual hours on work
24 duty and compensation shall be provided in accordance with this Article. FLSA-exempt employees
25 shall not be eligible for standby pay.

26 **Section 7. Call-in Pay:** Employees who are called into work on an unscheduled basis, or
27 after completion of his/her regular shift or workweek, or because of an emergency, outside of
28 established work hours, shall be paid at time and one-half (1-1/2) for the actual hours worked, with a

1 minimum of three (3) hours. FLSA-exempt employees shall not be eligible for call-in pay.

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

6 **ARTICLE 9: HOLIDAYS**

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

9

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	

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

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

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

28 Regular, provisional, probationary and term-limited temporary employees who work a part-time

1 schedule shall receive the paid leave pro-rated to reflect their normally scheduled workday.

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

4 **Section 5. Holiday Pay for Overtime Eligible Employees:**

5 **A. Alternative Work Schedule:** Employees scheduled to work an alternative work
6 schedule, such as four ten-hour days, shall be granted no more than ninety-six (96) holiday hours
7 (includes Personal Holidays) per year and proportional (pro-rated) for benefit eligible part-time
8 employees. Employees working alternative work schedules whose division closes on a designated
9 holiday shall be allowed to cover the hours beyond the normal holiday allowance by using accrued
10 vacation or compensatory time, or by mutual agreement with the work unit manager, shall be allowed
11 to work to make up the hours during that same work week, or take leave without pay. In no event
12 will the rescheduling of hours in this manner be allowed if the resulting hours of work will result in
13 overtime pay.

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

18 **C. Work on a Holiday:** An employee, who, because of workload, is required or
19 authorized to work on a holiday, will be paid for the hours worked in addition to the holiday pay.
20 Such pay will be at the employee's regular rate unless overtime provisions apply. Alternatively, the
21 employee may elect to receive compensatory time off for the hours worked on the holiday. The
22 employee will be paid or earn compensatory time for the hours worked, according to overtime
23 provisions.

ARTICLE 10: 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 and beyond	26	30	0.11539

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

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

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

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

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

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

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

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

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

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

3 **Section 12.** Requests for vacation leave shall be made in advance, with as much notice to the
4 supervisor as practicable. Timely requests will not be unreasonably denied. It is understood that last
5 minute emergencies or unforeseen circumstances may preclude timely requests and in such instances
6 the supervisor and employee are expected to work together to meet both employee and business
7 needs.

8 **ARTICLE 11: SICK LEAVE**

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

14 **Section 2.** During the first six (6) months of service in a paid leave eligible position,
15 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of
16 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a
17 paid leave eligible position, any vacation leave used for sick leave must be reimbursed to the County
18 upon termination. To the extent that the Washington State Family Care Act provides a greater benefit
19 than the provisions of this Agreement, the Washington State law will apply.

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

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

26 **Section 5.** Separation from or termination of County employment shall cancel all sick leave
27 accrued to the employee as of the date of separation or termination. Should a regular employee resign
28 in good standing, be separated for nondisciplinary medical reasons, or be laid off due to lack of work,

1 funds, or efficiency reasons, and return to County employment within two years, accrued sick leave
2 shall be restored. Restoration shall not apply where the former employment was in a term-limited
3 temporary position.

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

10 **Section 7.** An employee who has exhausted all of his/her sick leave may use accrued vacation
11 leave as sick leave before going on leave of absence without pay, if approved by the manager. To the
12 extent that the Washington State Family Care Act provides a greater benefit than the provisions of
13 this Agreement, the Washington State law will apply.

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

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

19 **Section 10.** To the extent that the Washington State Family Care Act provides a greater
20 benefit than the provisions of this Agreement, the Washington State law will apply.

21 **ARTICLE 12: PAID LEAVES**

22 **Section 1. Donation of Leaves:** Donation of vacation leave hours and donation of sick leave
23 hours.

24 **A. Vacation leave hours.**

25 1. Any employee eligible for paid leave benefits may donate a portion of his or
26 her accrued vacation leave to another employee eligible for leave benefits. Such donation will occur
27 upon written request to and approval of the donating and receiving employee's department
28 director(s), except that requests for vacation donation made for the purposes of supplementing the

1 sick leave benefits of the receiving employee shall not be denied unless approval would result in a
2 departmental hardship for the receiving department.

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

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

11 **B. Sick leave hours.**

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

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

19 3. Donated sick leave hours must be used within ninety (90) calendar days.
20 Donated hours not used within ninety (90) days or due to the death of the receiving employee shall
21 revert to the donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions
22 contained in this chapter, and sick leave restoration provisions contained in this chapter. For
23 purposes of this section, the first hours used by an employee shall be accrued sick leave hours.

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

27 **D. All vacation and sick leave hours donated shall be converted to a dollar value**
28 **based on the donor's straight time hourly rate or salary at the time of donation. Such dollar value will**

1 then be divided by the receiving employee's hourly rate or salary to determine the actual number of
2 hours received. Unused donated vacation and sick leave shall be reconverted based on the donor's
3 straight time hourly rate at the time of reversion.

4 **Section 2. Leave - Organ Donors:**

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

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

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

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

19 **Section 3. Bereavement Leave:**

20 A. Employees eligible for paid leaves shall be entitled to three (3) working days of
21 bereavement leave per occurrence, due to death of members of their immediate family.

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

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

28 D. For the purpose of administering bereavement leave, immediate family means:

1 Employee's spouse or employee's domestic partner. The son; daughter; son-in-law; daughter-in-law;
2 parent; grandparent; sibling; sibling-in-law; grandson; granddaughter of the employee, employee's
3 spouse or employee's domestic partner; or an individual whom the employee, employee's spouse or
4 employee's domestic partner stood in loco parentis to or an individual who stood in loco parentis to
5 the employee, employee's spouse or employee's domestic partner.

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

11 **Section 5. Jury Duty:** Employees eligible for paid leaves who are ordered on a jury shall be
12 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of
13 mileage, with the Finance and Business Operations Division of the Department of Executive
14 Services. Employees shall report back to their division manager or designee when dismissed from
15 jury service.

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

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

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

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

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

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

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

6 **Section 6.** Employees and supervisors will review the employee's classification
7 specifications at least annually. Requests to change an employee's classification will be made in
8 accordance with King County Personnel Guidelines.

9 **ARTICLE 14: JOB PROGRESSION**

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

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

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

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

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

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

28 **b.** Industrial Waste Compliance Investigator I to Industrial Waste Compliance

Investigator II dated February 21, 2006.

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

ARTICLE 15: JOB POSTING

Section 1. Prior to the initiation of any open competitive process to fill a vacant bargaining unit position or special duty assignment, job announcements will be posted in the usual and customary manner within the bargaining units to ensure that non-probationary career service members of the bargaining unit, including those on trial service, will know of the career service or special duty openings that are available within their bargaining unit in order to have the opportunity to compete for those positions.

Section 2. Those aforementioned 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. 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 3. 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 4. 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.

1 **ARTICLE 16: CONTRACTING OF WORK**

2 **Section 1.** The County agrees not to contract out work typically performed by currently
3 employed regular employees if the contracting of such work eliminates or reduces the normal (See
4 Article 8) workload of the bargaining unit. The County agrees that the contracting of work will not
5 result in layoffs.

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

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

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

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

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

21 **ARTICLE 17: REDUCTION IN FORCE**

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

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

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

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

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

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

Total Years of Service - within King County / Metro:

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

Years of Service - within bargaining unit:

- 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.

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

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

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

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

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

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

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

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

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

28 **B.** A trial service period shall be required following a promotion, reclassification,

1 demotion, or transfer and shall not be less than six (6) months of actual service.

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

- 4 1. Industrial Waste Compliance Investigator I
- 5 2. Industrial Waste Compliance Investigator II
- 6 3. Industrial Waste Compliance Investigator III
- 7 4. Industrial Waste Compliance Specialist III
- 8 5. Hazardous Waste Health & Environmental Investigator I
- 9 6. Hazardous Waste Health & Environmental Investigator II

10 D. Notwithstanding the requirements listed in 2.A.-C., the County maintains the
11 exclusive right to extend or reduce the length of any probation or trial service period, however, the
12 probation or trial service period shall not exceed a maximum of twelve (12) months of actual service.
13 The employee and the local Union president will be notified of such extension or reduction, including
14 the duration of the extension or reduction, prior to the end of the initial probation or trial service
15 period.

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

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

26 **Section 4. Removal.** An employee may be terminated from employment at any time during
27 the probation period. Employees terminated during probation shall not have the right to grieve such
28 termination. Employees reverted or terminated during the trial service period shall not have the right

1 to grieve such reversion or termination for failure to pass the trial service period.

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

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

10 **Section 6. Performance Appraisals.** The County and the Union agree that the "Performance
11 Appraisal Systems for the Industrial Waste and Hazardous Waste Units of King County DNRP" dated
12 January 9, 2009, the unit-specific documents, "Key Values and Norms for King County's Hazardous
13 Waste Management Unit" dated September 13, 1999 and "Industrial Waste's Goals and Norms,"
14 dated July 12, 2000 and any negotiated amendments to any of these documents, shall apply to
15 employees covered under this Agreement.

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

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

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

27 **Section 3.** Wastewater Treatment Division policies on safety shoes and safety shoes
28 vouchers, safety eyewear and safety prescription eyewear vouchers, hearing conservation, and

1 respiratory protection programs, and amendments thereto, shall apply to employees covered under
2 this Agreement.

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

5 **ARTICLE 20: GRIEVANCE PROCEDURE**

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

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

13 **Section 3. Pre-grievance process:** The Union or employees believing that they have a
14 grievance are expected to attempt to resolve the issue with the appropriate unit leadership within
15 fourteen (14) calendar days of the occurrence of the event. Probationary employees shall not have the
16 right to pursue grievances over dismissal but shall be able to pursue grievances as otherwise provided.
17 Regular employees reverted during a probationary or trial service period shall not have the right to
18 pursue grievances over reversion but shall be able to pursue grievances as otherwise provided.

19 **Section 4. Grievance process:**

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

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

Step 3. Mediation: Within 14 calendar days after the conclusion of Step 2, 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 4. The Union Representative may advance the grievance to arbitration within thirty calendar days of the conclusion of the Steps 2 or 3 unless the grievance is resolved or lacks merit.

Section 5. Arbitration:

A. Should arbitration be requested, the request must be made within thirty (30) calendar days of receiving the Step 2 grievance or Step 3 mediation decision. The request for arbitration shall be submitted in writing to the Director of OLR/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 (5) 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.

1 E. Each party to an arbitration proceeding shall bear the full cost of its
2 representatives, attorneys, and witnesses, regardless of the outcome of the arbitration. Payment and
3 scheduling for the time of County employees during an arbitration proceeding shall be discussed
4 between the Union and the County prior to the proceeding. The arbitrator's fees and expenses and
5 any court reporter's fee and expenses agreed to by the Union and the County shall be paid equally by
6 both parties.

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

9 **Section 6. Time Limits:**

10 The purpose of time limits within the Grievance Procedure is to set general guidelines and to
11 ensure that neither party to a dispute becomes frustrated by undue delay. As such, time limits for any
12 of the above steps may be extended by written consent of the parties. However, the party awaiting a
13 response at any step may advance the grievance to the next step once the time limits have expired.
14 Additionally, failure by an employee or the Union to comply with any time limitation of the
15 procedure of this Article shall constitute withdrawal of the grievance.

16 **Section 7. Unfair Labor Practice:**

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

21 **ARTICLE 21: WAIVER CLAUSE - ENTIRE AGREEMENT**

22 The parties acknowledge that each has had the unlimited right within the law and the
23 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
24 collective bargaining. The results of this exercise of that right and opportunity are set forth in this
25 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to
26 waive the right to oblige the other party to bargain with respect to any subject or matter not
27 specifically referred to or covered in this Agreement. Notwithstanding the above, should the parties
28 agree to amend or supplement the terms of this Agreement, such amendments or supplements shall be

1 in writing and become effective when signed by the Union and the Director of OLR/designee.

2 **ARTICLE 22: SAVINGS CLAUSE**

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

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

12 **ARTICLE 23: WAGE RATES**

13 **Section 1.** Effective on January 1, 2012, employees shall be eligible to receive 90% of the
14 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
15 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
16 current year). Zero percent (0%) floor and no ceiling.

17 **Section 2.** Effective on January 1, 2013, employees shall be eligible to receive 95% of the
18 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
19 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
20 current year). Zero percent (0%) floor and no ceiling.

21 **Section 3.** Effective on January 1, 2014, employees shall be eligible to receive 95% of the
22 annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index
23 for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the
24 current year). Zero percent (0%) floor and no ceiling.

25 **Section 4. Re-opener:** The parties agree when significant shifts in economic and fiscal
26 conditions occur during the term of this agreement, the parties will reopen negotiations for COLA
27 when triggered by either an increase in the King County unemployment rate of more than 2
28 percentage points compared with the previous year or a decline of more than 7% in County retail

1 sales as determined by comparing current year to previous year. Data will be derived from
2 Washington State Department of Revenue. By no later than July 30th of each year of this agreement,
3 the county will assess whether the economic measurements listed above trigger contract re-openers on
4 COLA for the subsequent year.

5 **Section 5.** Hourly employees who are eligible for overtime under the Federal Fair Labor
6 Standards Act shall receive overtime compensation at the rate of one and one-half times their regular
7 hourly rate of pay for all actual hours worked in excess of forty hours in a workweek.

8 **Section 6. Step Movement:** Regular full time and part time employees covered by this
9 Agreement who have completed their probationary period by October 1 and who receive a
10 "Satisfactory" or above rating on the Annual Performance Appraisal Summary shall be awarded a one
11 step increase within their assigned salary range on the King County Squared Table effective the
12 beginning of the first pay period each January to step ten (10) of the applicable range. Employees
13 who reach the maximum of their pay range may earn a merit increase above the maximum of their
14 range (i.e. move approximately 2.5% to 5% above step ten) with a grade of "Outstanding" over two
15 consecutive years, but that increase must then be re-earned every twelve months with continued
16 "Outstanding" performance. Absent such a grade, the employee's salary reverts to the step ten or the
17 top of the pay range.

18 **Section 7. Wage Addendum:** The County and the Union agree that in the event that the
19 County fully adopts rates of pay that are different than the rates of pay for the classifications listed
20 under the Wage Addendum of this Agreement, the parties agree to negotiate the effects of such
21 change.

22 **ARTICLE 24: INSURANCE BENEFITS**

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

28 **Section 2.** The County agrees to continue the Joint Labor Management Insurance Committee

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 3.** 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 25: 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.

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

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

3 B. Encourage teamwork.

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

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

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

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

24 A. Increased annual payouts to employees.

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

27 C. Award and recognition program.

28 D. Reserve fund.

1 E. Other activities consistent with achieving the goals of the Productivity Pilot
2 Program.

3 **ARTICLE 26: WORK SPACE ASSIGNMENTS**

4 The parties recognize the importance of the physical work environment and shall endeavor to
5 minimize conflict over offices and work space assignment by agreeing that management will assign
6 work spaces using the following principles (in no particular order of preference):

7 1. Business needs (closer proximity to the right co-workers, for example, or other rationale
8 related to getting work done in an efficient and effective manner);

9 2. Medical accommodation;

10 3. Seniority;

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

1 **ARTICLE 27: 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 2012, and shall remain in effect through December 31, 2014.

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, 2014.

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8 APPROVED this 3RD day of OCTOBER, 2012.

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12 By: Dow Couti

13 King County Executive

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17
18 Diana Prenguber

19 Diana Prenguber

20 Staff Representative

21 Washington State Council of County and City Employees,
22 Council 2, Local 1652R

23
24
25 Rey Verduzco

26 Rey Verduzco

27 President

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