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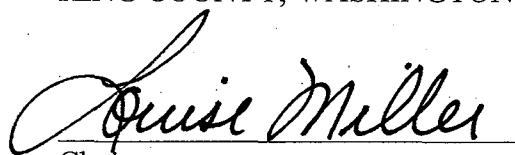
E. 1998 wage rates.

SECTION 3. Terms and conditions of said agreement shall be effective from January 1, 1999, through and including December 31, 2001.

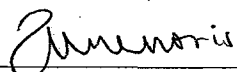
INTRODUCED AND READ for the first time this 6th day of July, 1999.

PASSED by a vote of 10 to 0 this 19th day of July, 1999.

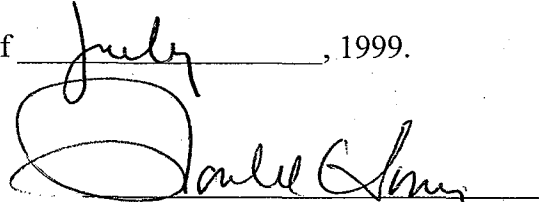
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

APPROVED this 22 day of July, 1999.


King County Executive

Attachments: Collective Bargaining Agreement and five Memoranda of Understanding

AGREEMENT BETWEEN
KING COUNTY
AND

13586

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 1652 R

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AGREEMENT BETWEEN

KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL 1652 R

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

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

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

ARTICLE 1: PURPOSE

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

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

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

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

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

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

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

1 agrees to refund to the County any amounts paid to it in error upon presentation of proper evidence
2 thereof.

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

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ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

1 **ARTICLE 4: HOLIDAYS**

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

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

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

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

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

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

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1 **ARTICLE 5: VACATION**

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

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

23
 24 **Section 2.** Employees eligible for paid leave shall accrue vacation leave from their date of
 25 hire in a paid leave eligible position.

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

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

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

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

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

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

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

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

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

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

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ARTICLE 6: SICK LEAVE

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

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

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

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

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

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

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

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

1 occupational illness may not simultaneously collect sick leave and worker's compensation payments
2 in a total amount greater than the net regular pay of the employee;

3 B. The employee's incapacitating injury, provided that:

4 1. An employee injured on the job may not simultaneously collect sick leave
5 and worker's compensation payments in a total amount greater than the net regular pay of the
6 employee;

7 C. Exposure to contagious diseases and resulting quarantine.

8 D. A female employee's temporary disability caused by or contributed to by
9 pregnancy and childbirth.

10 E. The employee's medical, ocular or dental appointments, provided that the
11 employee's supervisor has approved the scheduling of sick leave for such appointments.

12 F. To care for the employee's child or the child of an employee's domestic partner if
13 the following conditions are met:

14 1. The child is under the age of eighteen;

15 2. The employee is the natural parent, stepparent, adoptive parent, legal
16 guardian or other person having legal custody and control of the child;

17 3. The employee's child or the child of an employee's domestic partner has a
18 health condition requiring the employee's personal supervision during the hours of his/her absence
19 from work;

20 4. The employee actually attends to the child during the absence from work.

21 G. Employees shall be entitled to use sick leave in the maximum amount of three
22 days for each instance where such employee is required to care for immediate family members who
23 are seriously ill. There shall be no limit on the use of sick leave to care for children under "F" of this
24 Section. Immediate family is defined in Article 7, Section 3.D.

25 H. Up to one day of sick leave may be used by an employee for the purpose of being
26 present at the birth of his/her child.

27 I. An employee may not collect sick leave for physical incapacity due to any injury or
28 occupational illness which is directly traceable to employment other than with the County.

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

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

1 **ARTICLE 7: PAID LEAVES**

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

4 **A. Vacation leave hours.**

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

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

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

19 **B. Sick leave hours.**

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

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

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

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

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

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

11 **Section 2. Leave - Organ Donors.**

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

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

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

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

26 **Section 3. Bereavement Leave.**

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

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

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

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

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

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

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

1 **ARTICLE 8: WAGE RATES**

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

5 **Section 2.** 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 3. Merit Pay System/Step Movement.** Employees covered by this Agreement are
9 subject to the County's ten-step pay plan and merit pay system as provided under the King County
10 Code, and modification thereto.

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1 **ARTICLE 9: HOURS OF WORK**

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

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

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

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

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ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE

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

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

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

ARTICLE 11: CONFLICT RESOLUTION

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

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

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

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

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

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

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

1 merit.

2 **Section 5. Arbitration**

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

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

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

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

16 E. Each party to an arbitration proceeding shall bear the full cost of its representatives
17 and witnesses. The arbitrator's fees and expenses and any court reporter's fee and expenses agreed to
18 by the Union and the County shall be paid equally by both parties.

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

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

22 **Section 6. Unfair Labor Practice.**

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

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1 ARTICLE 12: COMMUNICATIONS

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

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

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1 ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY

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

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1 ARTICLE 14: SAVINGS CLAUSE

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

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

ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

1 ARTICLE 16: WAIVER CLAUSE

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

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ARTICLE 17: REDUCTION IN FORCE

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

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

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

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

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

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

10
 11 **Total Years of Service – within King County / Metro:**

- 12 • 15 or more _____ 4 points
- 13 • 9.0 to less than 15 _____ 3 points
- 14 • 5.0 to less than 9.0 _____ 2 points
- 15 • 1.0 to less than 5.0 _____ 1 point
- 16 • Less than 1.0 _____ 0 points

17 **Years of Service – within classification:**

- 18 • 10 or more _____ 4 points
- 19 • 7.0 to less than 10 _____ 3 points
- 20 • 2.0 to less than 7.0 _____ 2 points
- 21 • 1.0 to less than 2.0 _____ 1 point
- 22 • On Probation _____ 0 points

23
 24 The order of layoff will be determined by the total number of points a regular
 25 employee receives from the formula. The regular employee with the least number of points will be
 26 the first to be laid off.

27 When two or more regular employees in a classification identified for layoff have
 28 the same numerical score, the average of the regular employees' three most recent formally

1 documented performance evaluations will be used to determine the order of layoff. The regular
2 employee(s) with the lowest average will be the first to be laid off. In the event that two or more
3 regular employees have the same average score, the County will determine who will be laid off.

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

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

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

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

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

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

1 **ARTICLE 18: UNION REPRESENTATION**

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

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

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

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

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

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

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

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

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

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

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1 ARTICLE 20: TRAINING

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

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1 ARTICLE 21: EMPLOYEE RIGHTS

2 **Section 1.**

3 A. The County may reprimand, suspend, demote, or discharge a regular employee for
4 just cause.

5 B. If the County issues disciplinary action against a regular employee, the employee
6 shall be apprised of his/her rights of appeal and representation as provided for in the Conflict
7 Resolution Process of this Agreement.

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

1 ARTICLE 22: 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 9) workload of the bargaining unit. The County agrees that the contracting of work will not
5 result in layoffs.

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

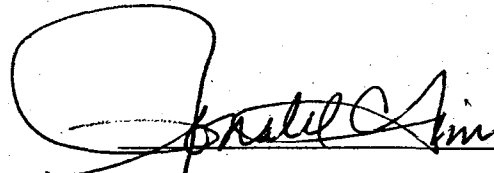
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1 ARTICLE 23: DURATION

2 Section 1. This Agreement shall become effective upon full and final ratification and
3 approval by all formal requisite means by the King County Council and shall be effective January 1,
4 1999 and shall remain in effect through December 31, 2001.

5 Section 2. Contract negotiations for the succeeding contract may be initiated by either party
6 providing to the other written notice of its intention to do so, at least thirty days prior to June 1, 2001.

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8 APPROVED this 24 day of June, 1999.

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13 KING COUNTY EXECUTIVE

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19 WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

**Department of Natural Resources,
Industrial and Hazardous Waste
Wage Addendum**

13586

1999

Classification	Pay Range
Administrator I	47
Communications Specialist II	50
Communications Specialist III	55
Educator Consultant II	58
Head Librarian	55
Health & Environmental Investigator I	51
Health & Environmental Investigator II	56
Health & Environmental Investigator III	60
Health & Environmental Investigator IV	65
Industrial Waste Compliance Investigator I	56
Industrial Waste Compliance Investigator II	60
Industrial Waste Compliance Investigator III	65
Industrial Waste Compliance Specialist I	47
Industrial Waste Compliance Specialist II	50
Industrial Waste Compliance Specialist III	55
Information Systems Professional III	58

13586

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

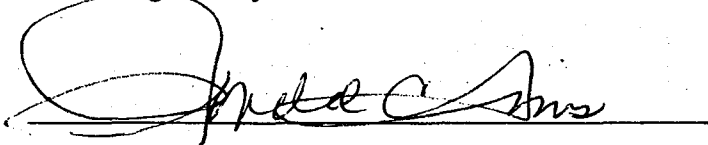
Subject: Job Progression

The County and the Union agree to meet to explore and determine the feasibility of job progression within six months of the ratification of this contract.

If the County and the Union agree that job progression may be feasible for either or both Industrial Waste and Hazardous Waste, they may establish the structure of the design committee(s) within a reasonable time frame of their determination of feasibility. Industrial Waste's design committee and Hazardous Waste's design committee may work independently of each other.

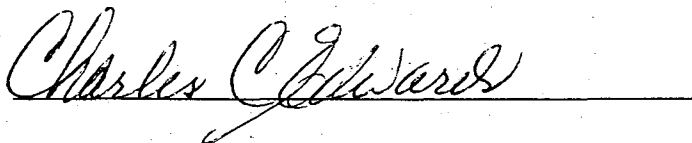
The County and the Union agree to meet to evaluate initial design and implementation efforts and incorporate findings into subsequent ongoing efforts.

For King County:



6/24/99
Date

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



3/23/99
Date

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

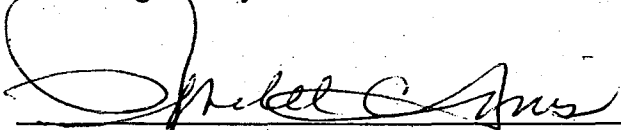
Subject: Performance Appraisals

The County and the Union agree to meet and discuss the redesign of the current performance appraisal systems for the Industrial Waste and Hazardous Waste Units.

The redesign process may include establishment of joint labor management task forces within the Industrial Waste and Hazardous Waste units. These two task forces may work independently of one another to develop, establish and implement a performance appraisal system fit to their particular needs. Until a new system for performance appraisals has been designed, the current systems will continue to be used.


The County and the Union agree to meet to determine the design process and establish the structure of the design committee(s) within six months of ratification of this contract.

For King County:



6-24-99
Date

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



3/23/99
Date

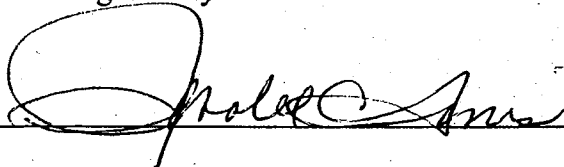
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MEMORANDUM OF AGREEMENT
BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 1652 R

Subject: Family Medical Leave Ordinance

The County and the Union agree to bargain the effects that the Family and Medical Leave Ordinance, Ordinance 13377, has on the labor agreement. The parties agree to meet at their earliest opportunity.


For King County:



6-24-99

Date

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



3/23/99

Date

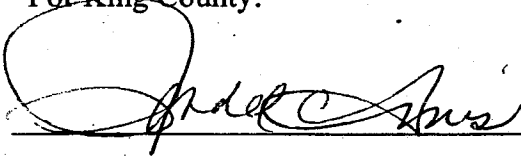
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MEMORANDUM OF AGREEMENT
BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 1652 R

Subject: 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 the Agreement, the parties agree to negotiate the effects of such change.

For King County:



6-24-99
Date

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



3/23/99
Date

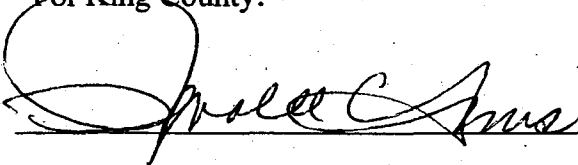
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MEMORANDUM OF AGREEMENT
BETWEEN
KING COUNTY
AND
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LOCAL 1652 R

Subject: 1998 Wage Rates

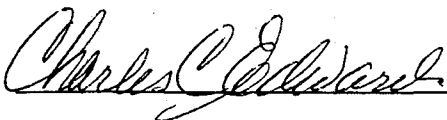
The County and the Union agree that for January 1, 1998 through December 31, 1998, the wage rates for bargaining unit members will be based on the wage rates contained in the wage addendum attached hereto in conjunction with the County's merit pay system.

For King County:



6-24-99
Date

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



3/23/99
Date

06/18/99

Introduced By: Rob McKenna

bar 06/18/99

Proposed No.: 1999-0364

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ORDINANCE NO. 13587

AN ORDINANCE relating to transit-oriented development resident passes; and amending Ordinance 12643, Section 6, as amended, and K.C.C. 28.94.175.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Ordinance 12643, Section 6, as amended, and K.C.C. 28.94.175 are each hereby amended to read as follows:

Pass agreements. The executive is authorized to negotiate and enter into flexpass or regional annual pass agreements with employers, groups of employers, educational institutions, transportation management associations and other organizations for the purpose of selling passes for distribution and use by employees, students and/or others traveling to their facilities. The executive is also authorized to negotiate and enter into a multiyear pass sale agreement with the owner or developer of a transit-oriented development, or the owner or developer’s successor, under which the transit-oriented development purchases and distributes transit passes to the residents of its housing units. For the purposes of this section, “transit-oriented development” means a development that is designated as a transit-oriented development in an agreement with the county and that includes the construction of new housing units at or within one quarter mile of a county transit center or park and ride lot.

1 At a minimum, ~~((the))~~ these institutional agreements shall contain the following
 2 terms:

3 A. A description of the type of pass to be sold. The types of passes sold under the
 4 institutional agreements shall be ~~((either))~~:

5 1. Flexpasses; ~~((or))~~

6 2. Transit-oriented development resident passes; or

7 3. ~~((#))~~Regional passes if the institutional pass sale agreements are authorized
 8 under the agreement entered into with other transit providers that established the regional
 9 passes.

10 B. For flexpass agreements: a description of the services and benefits available to
 11 the flexpass holder, of which there shall be at least two services or benefits provided by the
 12 other party to the agreement that are in addition to the transit element, the designation of a
 13 transportation coordinator and the distribution of alternative commuting information; the
 14 number of passes to be issued and the cost thereof, the cost of issuing additional and
 15 replacement passes during the term of the agreement, a schedule of payments and an
 16 agreement term not to exceed three years. Unless otherwise agreed to by the council, the
 17 price terms for the transit element of a flexpass agreement shall be established according to
 18 the following schedule of annual calculations. Further, the agreement shall require
 19 reimbursement of the cost of additional services provided by the department and shall
 20 include provisions for modification due to changes in fares and program fees.

21 First twelve months: Trip revenue x baseline trips

22 Second twelve months: $(TR \times \text{baseline trips}) + [(TR \times \text{added trips}) \times 1/3]$