



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 9, 2006

Ordinance 15452

Proposed No. 2006-0176.1

Sponsors Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memorandum of agreement
3 negotiated by and between King County and Washington
4 State Council of County and City Employees, Council 2,
5 Local 1652R (Industrial and Hazardous Waste)
6 representing employees in the department of natural
7 resources and parks; and establishing the effective date of
8 said agreement.

9
10

11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The collective bargaining agreement and memorandum of
13 agreement negotiated between King County and Washington State Council of County
14 and City Employees, Council 2, Local 1652R (Industrial and Hazardous Waste)
15 representing employees in the department of natural resources and parks and attached
16 hereto is hereby approved and adopted by this reference made a part hereof.

17 SECTION 2. Terms and conditions of said agreement shall be effective from
18 January 1, 2006, through and including December 31, 2008.
19

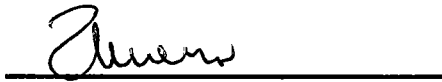
Ordinance 15452 was introduced on 4/17/2006 and passed by the Metropolitan King
County Council on 5/8/2006, by the following vote:

Yes: 7 - Mr. Phillips, Ms. Lambert, Mr. Ferguson, Mr. Gossett, Ms. Hague,
Ms. Patterson and Mr. Constantine
No: 0
Excused: 2 - Mr. von Reichbauer and Mr. Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

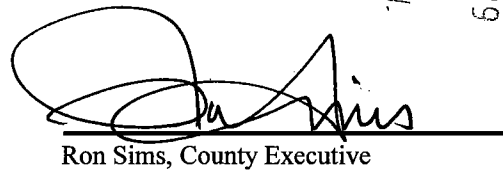
ATTEST:



Anne Noris, Clerk of the Council

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2006 MAY 16 AM 9:09
CLERK
KING COUNTY COUNCIL

APPROVED this 11 day of May, 2006.


Ron Sims, County Executive

Attachments

- A. Agreement Between King County and Washington State Council of County and City Employees Local 1652R, B. Addendum A Washington State Council of County and City Employees, Council 2, Local 1652R Department of Natural Resources and Parks Industrial and Hazardous Waste Wage Addendum, C. Memorandum of Agreement By and Between King County and the Washington State Council of County and City Employees Local 1652R - Industrial and Hazardous Waste, D. Memorandum of Agreement Addendum A WSCCCE, Council 2, Local 1652R Department of Natural Resources and Parks Industrial and Hazardous Waste

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

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AGREEMENT BETWEEN

KING COUNTY

AND

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

LOCAL 1652R

PREAMBLE

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

The County and the Union, by mutual agreement, acknowledge the importance of a participative workplace in the Hazardous Waste and Industrial Waste Units. In the spirit of participation, management and labor in each work unit 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.

1 **ARTICLE 1: PURPOSE**

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

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

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

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

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

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

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

28 The contents of the "Request for Discharge Letter" shall specifically request the discharge of

1 the employee for failure to abide by Section 3 or Section 4 of this Article, but provide the employee
2 and the County with thirty (30) calendar days' written notification of the Union's intent to initiate
3 discharge action, during which time the employee may make restitution in the amount which is
4 overdue. Upon receipt of the Union's request, the department's Human Resources Manager shall
5 give notice in writing to the employee, with a copy to the Union and the DES, Human Resources
6 Division, Labor Relations Section that the employee faces discharge upon the request of the Union at
7 the end of the thirty (30)-calendar day period noted in the Union's "Request for Discharge Letter" and
8 that the employee has an opportunity before the end of said thirty (30)-calendar day period to present
9 to the department's Human Resources Manager any information relevant to why the Department
10 should not act upon the Union's written request for the employee's discharge.

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

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

27 **Section 6.** The Union will indemnify and hold the County harmless against any claims made
28 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.

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

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

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

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

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

25 **E. Probationary Employee:** An employee appointed to a regular career service
26 position who is serving a probationary period as provided in Article 16 of this Agreement.

27 **F. Provisional Employee:** An employee appointed to a regular career service
28 position in the absence of a list of certified candidates. Provisional appointments are limited to six

1 months. Provisional employees are considered to be temporary employees.

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

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

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

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

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

1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **Section 1.**

3 A. The County may reprimand, suspend, demote, or discharge a regular employee for
4 just cause except as provided in Article 16, Section 4 (regarding trial service).

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

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

1 **ARTICLE 6: NON-DISCRIMINATION**

2 **Section 1.** The County or the Union shall not unlawfully discriminate in employment on the
3 basis of race, color, religion, national origin, age, creed, marital status, sex, sexual orientation, union
4 activity, or on the presence of a sensory, mental or physical disability.

5 **Section 2. Avenue of Redress:** Complaints arising under this Article may be pursued
6 through appropriate equal employment opportunity agencies of the Federal, County, City or State.
7 Issues of this nature may be concurrently pursued through Step 3 of the Agreement's grievance
8 procedure.

1 **ARTICLE 7: UNION REPRESENTATION**

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

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

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

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

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

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

1 **ARTICLE 8: HOURS OF WORK**

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

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

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

8 **Section 4. Overtime and Compensatory Time.**

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

15 **B.** An employee's accrued compensatory time balance must not exceed 80 hours at
16 any time. An attempt will be made to use compensatory time during the year in which it is accrued
17 unless this is not feasible due to work demands. The employee may then request the carryover of all
18 hours of accrued compensatory time to the following calendar year. Compensatory hours that have
19 been carried over must be used within the new calendar year.

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

23 **Section 5.** Employees covered by this Agreement that are employed in a bona fide executive,
24 administrative or professional capacity and in turn are exempt from overtime payments under the
25 Federal Fair Labor Standards Act are expected to work the hours necessary to satisfactorily perform
26 their jobs.

27 **Section 6. Call-in Pay.** Employees who are called into work on an unscheduled basis or
28 because of an emergency, outside of established work hours, shall be paid at time and one-half (1-1/2)

1 for the actual hours worked, with a minimum of three (3) hours. FLSA-exempt employees shall not
2 be eligible for call-in pay.

3 **Section 7. Telecommuting.** In the interest of attracting and retaining a diverse and talented
4 workforce, reducing costs, and meeting policies and regulations such as the Commute Trip Reduction
5 law, the County and the Union agree that the County's Telecommuting Policy, and any modifications
6 thereto, shall apply to employees covered under this Agreement.

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1 **ARTICLE 9: HOLIDAYS**

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

4

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

16

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

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

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

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

27 **Section 5. Holiday Pay for Overtime Eligible Employees.**

28 **A. Alternative Work Schedule:** Employees scheduled to work an alternative work

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

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

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

1 **ARTICLE 10: VACATION**

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

5

6	Full Years of Service	Maximum Total Days	Hourly Accrued Rate	
7				
8	Upon hire through end of Year	5	12	0.04616
9	Upon beginning of Year	6	15	0.05770
10	Upon beginning of Year	9	16	0.06154
11	Upon beginning of Year	11	20	0.07693
12	Upon beginning of Year	17	21	0.08077
13	Upon beginning of Year	18	22	0.08462
14	Upon beginning of Year	19	23	0.08847
15	Upon beginning of Year	20	24	0.09231
16	Upon beginning of Year	21	25	0.09616
17	Upon beginning of Year	22	26	0.10000
18	Upon beginning of Year	23	27	0.10385
19	Upon beginning of Year	24	28	0.10770
20	Upon beginning of Year	25	29	0.11154
21	Upon beginning of Year	26	30	0.11539
22	and beyond			

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 it
17 has accrued and such use or payment is consistent with the provisions of this Article.

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

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

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

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

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1 **ARTICLE 11: SICK LEAVE**

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

7 **Section 2.** During the first six (6) months of service in a paid leave eligible position,
8 employees eligible to accrue vacation leave may, at the manager's discretion, use any accrued days of
9 vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a
10 paid leave eligible position, any vacation leave used for sick leave must be reimbursed to the County
11 upon termination. To the extent that the Washington State Family Care Act (R.C.W. 49.12.295)
12 provides a greater benefit than the provisions of this Agreement, the Washington State law will apply.

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

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

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

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

1 employee's rate of pay in effect upon the date of leaving County employment less mandatory
2 withholdings.

3 **Section 7.** An employee who has exhausted all of his/her sick leave may use accrued vacation
4 leave as sick leave before going on leave of absence without pay, if approved by the manager. To the
5 extent that the Washington State Family Care Act (R.C.W. 49.12.295) provides a greater benefit than
6 the provisions of this Agreement, the Washington State law will apply.

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

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

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

1 **ARTICLE 12: PAID LEAVES**

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

4 **A. Vacation leave hours.**

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

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

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

19 **B. Sick leave hours.**

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

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

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

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

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

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

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

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

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

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

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

27 **Section 3. Bereavement Leave.**

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

1 bereavement leave per occurrence, due to death of members of their immediate family.

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

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

8 **D.** For the purpose of administering bereavement leave, immediate family means:
9 Employee's spouse or employee's domestic partner. The son; daughter; son-in-law; daughter-in-law;
10 parent; grandparent; sibling; sibling-in-law; grandson; granddaughter of the employee, employee's
11 spouse or employee's domestic partner; or an individual whom the employee, employee's spouse or
12 employee's domestic partner stood in loco parentis to or an individual who stood in loco parentis to
13 the employee, employee's spouse or employee's domestic partner.

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

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

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

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

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

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

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

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

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

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

19 **Section 7. Job Progression.** The County and the Union agree that job progression remains
20 an option for certain, mutually agreed upon, classification series. If the County and the Union agree
21 that job progression is feasible for a specific classification series, they may establish a joint
22 labor/management committee to develop the necessary protocol.

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

26 **Section 8. Job Posting.** The purpose of posting job announcements is to ensure that non-
27 probationary career service members of the bargaining unit, including those on trial service, know of
28 career service openings that are available within their bargaining unit, and that they have a reasonable

1 opportunity to compete for those positions. When filling a new or vacant career service opening, the
2 County shall post a notice of the opening to all career service members of the bargaining unit in the
3 usual and customary manner within the work units prior to the advertisement of any open competitive
4 process.

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

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1 **ARTICLE 14: 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.

1 **ARTICLE 15: REDUCTION IN FORCE**

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

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

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

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

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

<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 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.

1 **ARTICLE 16: PROBATION, TRIAL SERVICE & PERFORMANCE APPRAISALS**

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

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

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

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

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

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

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

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

1 of time equal to the length of the absence.

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

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

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

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

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

1 **ARTICLE 17: TRAINING AND SAFETY STANDARDS**

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

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

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

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

1 **ARTICLE 18: GRIEVANCE PROCEDURE**

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

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

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

15 **Section 4. Grievance process.**

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

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

28 **Step 2.** If the grievance is not resolved at Step 1, the grievance may be presented to

1 the King County Director of HRD within fourteen (14) calendar days after the conclusion of Step 1.
2 The Director of HRD or designee shall hear the grievance and respond in writing to the employee and
3 the Union representative within thirty (30) calendar days after receipt of the Step 2 grievance.

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

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

11 Time limits for any of the above steps may be extended by written consent of the
12 parties. Failure by an employee or the Union to comply with any time limitation of the procedure of
13 this Article shall constitute withdrawal of the grievance.

14 **Section 5. Arbitration**

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

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

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

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

28 **E.** Each party to an arbitration proceeding shall bear the full cost of its

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

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

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

9 **Section 6. Unfair Labor Practice.**

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

1 **ARTICLE 19: WAIVER CLAUSE – ENTIRE AGREEMENT**

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

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1 **ARTICLE 20: SAVINGS CLAUSE**

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

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

1 **ARTICLE 21: WAGE RATES**

2 **Section 1.** Effective on January 1, 2006, the base wage rates in effect on December 31, 2005
3 shall be increased by ninety percent (90%) of the CPI-W All Cities Index (September 2004 –
4 September 2005) with a maximum increase of six percent (6%) but no less than two percent (2%).

5 **Section 2.** Effective on January 1, 2007, the base wage rates in effect on December 31, 2006
6 shall be increased by 90% of the CPI-W All Cities Index (September 2005 – September 2006) with a
7 maximum increase of six percent (6%) but no less than two percent (2%).

8 **Section 3.** Effective on January 1, 2008, the base wage rates in effect on December 31, 2007
9 shall be increased by 90% of the CPI-W All Cities Index (September 2006 – September 2007) with a
10 maximum increase of six percent (6%) but no less than two percent (2%).

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

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

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

1 **ARTICLE 22: INSURANCE BENEFITS**

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

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

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

1 **ARTICLE 23: PRODUCTIVITY INITIATIVE**

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

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

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

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

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

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

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

25 B. Encourage teamwork.

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

1 Motion 11156 and by Ordinance 14941.

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

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

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

- 18 A. Increased annual payouts to employees.
- 19 B. Investment in employees through training and other employee development
20 programs.
- 21 C. Award and recognition program.
- 22 D. Reserve fund.
- 23 E. Other activities consistent with achieving the goals of the Productivity Pilot
24 Program.

1 **ARTICLE 24: 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 2006, and shall remain in effect through December 31, 2008.

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, 2008.

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8 APPROVED this _____ day of _____, 2006

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12 By: _____

13 King County Executive

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19 _____
Diana Pregelber
Staff Representative
Washington State Council of County and City Employees,
20 Council 2, Local 1652R
21

22
23
24
25 _____
Rey Verduzco, President
Washington State Council of County and City Employees,
26 Council 2, Local 1652R
27

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

Wage Addendum

Job Class Code	Peoplesoft Job Class Code	MSA Job Class Code	Class Title	Range
4201100	421216	8386	Administrative Specialist I	33
4201200	421304	8387	Administrative Specialist II	37
2810000	281107	8288	Administrative Staff Assistant	48
2810100	281203	8289	Administrator I	50
2241200	224504	8195	Assistant Librarian	51
2501100	252105	8253	Communications Specialist I	51
2501200	252210	8254	Communications Specialist II	54
2501300	252306	8255	Communications Specialist III	58
2251100	226202	8203	Educator Consultant I	54
2251200	226307	8204	Educator Consultant II	58
7112100	711107	8507	Engineer I	54
7112200	711208	8508	Engineer II	59
7112300	711308	8509	Engineer III	64
7112400	711407	8510	Engineer IV	69
2241300	224603	8196	Head Librarian	55
5321100	535205	8470	Health and Environmental Investigator I	51
5321200	535304	8471	Health and Environmental Investigator II	58
5321300	535404	8472	Health and Environmental Investigator III	60
5321400	535503	8473	Health and Environmental Investigator IV	65
5326100	538102	8480	Industrial Waste Compliance Investigator I	56
5326200	538202	8481	Industrial Waste Compliance Investigator II	60
5326300	538302	8482	Industrial Waste Compliance Investigator III	65
5322100	536102	8474	Industrial Waste Compliance Specialist I	50
5322200	536202	8475	Industrial Waste Compliance Specialist II	53
5322300	536302	8476	Industrial Waste Compliance Specialist III	59
2441100	243111	8242	Project/Program Manager I	53
2441200	243215	8243	Project/Program Manager II	58
7321200	734808	8789	Database Administrator-Journey	62
7321400	735008	8791	Database Administrator-Master	72
7321300	734908	8790	Database Administrator-Senior	67
7311200	731708	8607	LAN Administrator-Journey	56
7311400	731908	8686	LAN Administrator-Master	66
7311300	731809	8648	LAN Administrator-Senior	61

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

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 1652R – INDUSTRIAL AND HAZARDOUS WASTE

With acknowledgment of the WTD Productivity Pilot Program partnership between King County and WSCCCE Local 1652R, and with acknowledgment of the final implementation of the King County Classification/Compensation Project for the bargaining unit, King County and the Union (the parties) agree to implementation of the Information Technology Classifications and pay range adjustments for the Industrial Waste Compliance Specialist series. For these bargaining unit employees (employees), the following procedures shall apply:

1. Effective Date of Pay Adjustments

The parties agree that the pay adjustments associated with implementing the new job classes and pay ranges set forth in attached Addendum A shall be effective as follows:

A. Effective January 1, 2006, the parties agree to pay range step placement on to the new pay ranges and job classes for all eligible regular full-time, regular part-time and temporary employees doing the work of the job classifications listed in attached Addendum A.

2. New King County Pay Range

The parties agree the Industrial Waste Compliance Specialist series and the newly adopted Information Technology job classifications shall be compensated at the established pay ranges negotiated by and between the parties as listed in Addendum A. These pay ranges are associated with a squared, 10-step wage pay plan. The ranges provide compensation for all duties identified by the classification specification for the position. To the extent an individual previously received premium pay or special duty pay for the performance of duties which are included in the new classification, such duties are fully compensated by the ranges identified in Addendum A and no additional premium or special duty pay will be provided for the performance of such duties. Each classification's FLSA designation is listed in Addendum A.

A. Employees allocated to positions that are exempt from the overtime provisions

of the Fair Labor Standards Act (“FLSA”) shall be paid rates on the “10 Step FLSA-Exempt Squared Salary Schedule.”

- B.** Employees allocated to positions that are FLSA non-exempt¹ shall be paid rates on the “10 Step Hourly Squared Wage Schedule.”

3. Initial Step Placement

Employees shall be placed on the new salary ranges as follows:

A. Employees moving to hourly job classifications. Employees shall be placed on the first step on the applicable squared wage schedule for hourly employees providing a minimum of a 2.4% increase over their former actual base rate of pay.²

B. Employees moving to FLSA-exempt job classifications. Employees shall be placed on the first step on the applicable squared salary schedule for FLSA-exempt employees providing a minimum of 2.4% increase over their former actual base rate of pay (current annualized base salary).³

4. Waiver and Complete Agreement

The parties agree and acknowledge that each has had the opportunity to fully exercise its rights under the law and to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining regarding the implementation of the Information Technology Project pay ranges and pay range adjustments for the Industrial Waste Compliance Specialist series. The results of the exercise of those rights and opportunity are set forth in this Memorandum of Agreement. Further, both parties agree that this Memorandum of Agreement represents a complete settlement which fully and finally resolves all of their differences related to Information Technology Project and Industrial Waste Compliance Specialist series

¹ Positions that are FLSA non-exempt are also referred to as “hourly” positions in this Memorandum of Agreement.

² This methodology also applies to FLSA-exempt employees. The derived hourly rate is based on the employee’s annual salary and generated for the purpose of calculating step placement. It is understood that changes to rates of pay do not constitute job changes. Furthermore, the step placement methodology will be consistent with Section 3 and promotional guidelines do not apply. Former actual base rate of pay includes COLA for that year regardless of when COLA was applied during that year and implemented retroactively; but excludes merit, special duty, acting, out-of-class, lead, and other types of premium pay.

³ As for hourly employees, former actual base rate of pay (current annualized base salary) includes COLA for that year regardless of when COLA was applied during that year and implemented retroactively; but excludes merit, special duty, acting, out-of-class, lead, and other types of premium pay.

Classification/Compensation issues, including but not limited to working out-of-class, special duty, acting pay, overtime compensation, and any other pay related to classification.

This Memorandum of Agreement does not preclude an individual allocated to one of the new Information Technology Classifications from appealing the classification determination. Classification appeals may be processed through the King County classification appeal process after the new Collective Bargaining Agreement between the parties becomes effective. The deadline for filing an appeal will be twenty (20) calendar days after the new Collective Bargaining Agreement is effective.

5. Normal Withholding

All payments made pursuant to this Memorandum of Agreement shall be subject to regular and legally required withholding.

APPROVED this _____ day of _____, 2006

By _____

King County

Diana Prenguber
Staff Representative
Washington State Council of County and City Employees,
Council 2, Local 1652R

Rey Verduzco, President
Washington State Council of County and City Employees,
Council 2, Local 1652R

Memorandum of Agreement
Addendum A
WSCCCE, Council 2, Local 1652R
Department of Natural Resources and Parks
Industrial and Hazardous Waste

Job Class Code	Peoplesoft Job Class Code	MSA Job Class Code	Class Title	Range	FLSA Status
5322100	536102	8474	Industrial Waste Compliance Specialist I	50	N
5322200	536202	8475	Industrial Waste Compliance Specialist II	53	N
5322300	536302	8476	Industrial Waste Compliance Specialist III	59	E
7321200	734808	8789	Database Administrator-Journey	62	E
7321400	735008	8791	Database Administrator-Master	72	E
7321300	734908	8790	Database Administrator-Senior	67	E
7311200	731708	8607	LAN Administrator-Journey	56	NE
7311400	731908	8686	LAN Administrator-Master	66	E
7311300	731809	8648	LAN Administrator-Senior	61	E

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