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

ARTICLE 1: PURPOSE 1
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP 1
ARTICLE 3: RIGHTS OF MANAGEMENT 5
ARTICLE 4: WORK STOPPAGES AND EMPLOYER PROTECTION 5
ARTICLE 5: EMPLOYEE RIGHTS 6
ARTICLE 6: NON-DISCRIMINATION 6
ARTICLE 7: UNION REPRESENTATION 6
ARTICLE 8: HOURS OF WORK 7
ARTICLE 9: HOLIDAYS 9
ARTICLE 10: VACATION 11
ARTICLE 11: SICK LEAVE 13
ARTICLE 12: PAID LEAVES 14
ARTICLE 13: WORK OUTSIDE-OF-CLASSIFICATION 17
ARTICLE 14: JOB PROGRESSION 18
ARTICLE 15: JOB POSTING 19
ARTICLE 16: CONTRACTING OF WORK 20
ARTICLE 17: REDUCTION IN FORCE 20
ARTICLE 18: PROBATION, TRIAL SERVICE, AND PERFORMANCE APPRAISALS 23
ARTICLE 19: TRAINING & SAFETY STANDARDS 25
ARTICLE 20: GRIEVANCE PROCEDURE 26
ARTICLE 21: WAIVER CLAUSE - ENTIRE AGREEMENT 28
ARTICLE 22: SAVINGS CLAUSE 29
ARTICLE 23: WAGE RATES 29
ARTICLE 24: INSURANCE BENEFITS 30
ARTICLE 25: PRODUCTIVITY INITIATIVE 31
ARTICLE 26: WORK SPACE ASSIGNMENTS 33
ARTICLE 27: DURATION 34
ADDENDUM A: WAGE ADDENDUM
APPENDIX A: PERFORMANCE APPRAISAL SYSTEM
APPENDIX B: KEY VALUES AND NORMS FOR HAZARDOUS WASTE
APPENDIX C: INDUSTRIAL WASTE'S GOALS AND NORMS
APPENDIX D: MEMORANDUM OF AGREEMENT: ARTICLE 25 PRODUCTIVITY INITIATIVE

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PREAMBLE

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

The County and the Union, by mutual agreement, acknowledge the importance of a participative workplace in the Hazardous Waste and Industrial Waste Units. In the spirit of participation, management and labor in each work unit are committed to working together to establish internal policies, procedures, expectations and standards, with the purpose of instilling and preserving a culture of cooperation and partnership and to meet the business needs of the Hazardous Waste and Industrial Waste Units.

ARTICLE 1: PURPOSE

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

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

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

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

Section 2. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement

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, however, it shall be the responsibility of the Union to notify the County in writing when it is seeking discharge of an employee for noncompliance with Section 2 and Section 3 of this Article. When an employee fails to fulfill the union security obligations set forth within this Article, the Union shall forward a "Request for Discharge Letter" to the Department of Natural Resources and Parks ("department") Human Resources Manager (with copies to the affected employee and the Department of Executive Services). Accompanying the discharge letter shall be a copy of the letter to the employee from the Union explaining the employee's obligation under either Article 2, Section 3 or Section 4.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

supplant regular career service positions in the bargaining unit.

ARTICLE 3: RIGHTS OF MANAGEMENT

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

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

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

ARTICLE 4: WORK STOPPAGES AND EMPLOYER PROTECTION

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

Section 2. Any employee participation in such work stoppage or in other ways committing an

act prohibited in this article shall be considered absent without authorized leave and shall be considered to have resigned.

ARTICLE 5: EMPLOYEE RIGHTS

Section 1.

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

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

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

ARTICLE 6: NON-DISCRIMINATION

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

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

ARTICLE 7: UNION REPRESENTATION

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

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

working hours.

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

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

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

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

ARTICLE 8: HOURS OF WORK

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

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

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

Section 4. Overtime and Compensatory Time:

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

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

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

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

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

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

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

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

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

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

ARTICLE 9: HOLIDAYS

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

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

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

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

Section 3. Personal holidays shall be administered through the vacation plan. One day shall be available for use on the first of October and one day on the first of November of each year. Regular, provisional, probationary and term-limited temporary employees who work a part-time

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

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

Section 5. Holiday Pay for Overtime Eligible Employees:

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

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

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

ARTICLE 10: VACATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11: 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. 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 (6) 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 (6) months in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination. To the extent that the Washington State Family Care Act provides a greater benefit than the provisions of this Agreement, the Washington State law will apply.

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, or to substantiate the health condition of the employee or family member for leave requests.

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

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

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

Section 8. 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.

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

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

ARTICLE 12: PAID LEAVES

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

A. Vacation leave hours.

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

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

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

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

B. Sick leave hours.

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

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

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

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

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

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

Section 2. Leave - Organ Donors:

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

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

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

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

Section 3. Bereavement Leave:

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

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

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

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

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

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

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

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

ARTICLE 13: WORK OUTSIDE-OF-CLASSIFICATION

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

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

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

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

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

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

ARTICLE 14: JOB PROGRESSION

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

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

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

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

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

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

b. Industrial Waste Compliance Investigator I to Industrial Waste Compliance

Investigator II dated February 21, 2006.

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

ARTICLE 15: JOB POSTING

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

Section 2. Those aforementioned career service members shall be the first group of candidates to be considered for competitive appointment to the vacancy. The appointment will be made on the basis of qualification, skill, and ability of those who are in competition for the vacancy. Should none of the bargaining unit career service candidates have the qualifications, skill, and ability to perform the job, the vacancy shall first be open to career service members on the recall list per Article 17, Section 6 of this Agreement. If the vacancy is not filled per Article 17, Section 6 of this Agreement then other non-probationary County employees in accordance with the King County Workforce Management Plan will be considered for the vacancy.

Section 3. Finally, if an opening is subsequently advertised in an open competitive process, where the qualifications, skill and ability of a bargaining unit employee and another applicant are equal, the bargaining unit employee shall receive preference. The County retains sole discretion to make determinations of ability and qualifications. Upon request, if a bargaining unit employee is not selected, the County shall provide the Union a written explanation of why they were not hired in to the position.

Section 4. The parties share a mutual interest in diverse interview panels that include representatives of relevant stakeholder groups, including members of the bargaining unit. To the extent practicable interview panels will reflect the diversity of the workplace and include bargaining unit members and/or individuals outside of the bargaining unit with subject matter expertise.

ARTICLE 16: CONTRACTING OF WORK

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

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

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

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

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

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

ARTICLE 17: REDUCTION IN FORCE

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

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

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

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

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

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

Total Years of Service - within King County / Metro:

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

Years of Service - within bargaining unit:

- 10 or more _____ 4 points
- 7.0 to less than 10 _____ 3 points
- 2.0 to less than 7.0 _____ 2 points
- 1.0 to less than 2.0 _____ 1 point
- On Probation _____ 0 points

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

When two or more regular employees in a classification identified for layoff have the same numerical score, the average of the regular employees' three most recent formally documented performance evaluations will be used to determine the order of layoff. The regular employee(s) with the lowest average will be the first to be laid off. In the event that two or more regular employees have the same average score, the County will determine who will be laid off.

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

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

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

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

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

ARTICLE 18: PROBATION, TRIAL SERVICE AND PERFORMANCE APPRAISALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 19: TRAINING AND SAFETY STANDARDS

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

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

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

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

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

ARTICLE 20: GRIEVANCE PROCEDURE

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

Section 4. Grievance process:

Step 1. An employee or the Union on behalf of the employee, may file a written grievance with the Hazardous Waste Program Manager or Industrial Waste Program Manager within fourteen (14) calendar days of the conclusion of the pre-grievance process or thirty (30) calendar days of the occurrence of the event, whichever is sooner. The Hazardous Waste Program Manager or Industrial Waste Program 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 Program Manager or Industrial Waste Program Manager, after consulting with the Division Director, shall issue a written response within

thirty (30) calendar days of its receipt.

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

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

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

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

Section 5. Arbitration:

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

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

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

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

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

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

Section 6. Time Limits:

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

Section 7. Unfair Labor Practice:

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

ARTICLE 21: WAIVER CLAUSE - ENTIRE AGREEMENT

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

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

ARTICLE 22: SAVINGS CLAUSE

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

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

ARTICLE 23: WAGE RATES

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

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

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

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

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

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

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

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

ARTICLE 24: INSURANCE BENEFITS

Section 1. King County presently participates in group medical, dental, vision, 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, vision, 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 25: PRODUCTIVITY INITIATIVE

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

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

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

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

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

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

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

B. Encourage teamwork.

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

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

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

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

A. Increased annual payouts to employees.

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

C. Award and recognition program.

D. Reserve fund.

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

ARTICLE 26: WORK SPACE ASSIGNMENTS

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

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

2. Medical accommodation;

3. Seniority;

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

ARTICLE 27: DURATION

Section 1. This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the King County Council and shall be effective January 1, 2012, and shall remain in effect through December 31, 2014.

Section 2. Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty days prior to June 1, 2014.

APPROVED this 3RD day of OCTOBER, 2012.

By: Dow Constantine

King County Executive

Diana Prenguber

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

cba Code: 275 **Addendum A** Union Code: M3

Washington State Council of County and City Employees, Council 2, Local 1652R
DNRP - Industrial and Hazardous Waste

Job Class Code	PeopleSoft Job Code	Classification Title	Range
4201100	421216	Administrative Specialist I	33
4201200	421304	Administrative Specialist II	37
2810000	281107	Administrative Staff Assistant	48
2810100	281203	Administrator I	50
2501100	252105	Communications Specialist I	51
2501200	252210	Communications Specialist II	54
2501300	252306	Communications Specialist III	58
7321200	734808	Database Administrator - Journey	62
7321400	735008	Database Administrator - Master	72
7321300	734908	Database Administrator - Senior	67
2251100	226202	Educator Consultant I	54
2251200	226307	Educator Consultant II	58
7112100	711107	Engineer I	54
7112200	711208	Engineer II	59
7112300	711308	Engineer III	64
7112400	711407	Engineer IV	69
5321100	535205	Health and Environmental Investigator I	51
5321200	535304	Health and Environmental Investigator II	58
5321300	535404	Health and Environmental Investigator III	60
5321400	535503	Health and Environmental Investigator IV	65
5326100	538102	Industrial Waste Compliance Investigator I	56
5326200	538202	Industrial Waste Compliance Investigator II	60
5326300	538302	Industrial Waste Compliance Investigator III	65
5322100	536102	Industrial Waste Compliance Specialist I	50
5322200	536202	Industrial Waste Compliance Specialist II	53
5322300	536302	Industrial Waste Compliance Specialist III	59
7311200	731708	LAN Administrator - Journey	56
7311400	731908	LAN Administrator - Master	66
7311300	731809	LAN Administrator - Senior	61
2241200	224504	Librarian - Assistant	51
2241300	224603	Librarian - Head	55
2441100	243111	Project/Program Manager I	53
2441200	243215	Project/Program Manager II	58
2441300	243317	Project/Program Manager III	63
7316300	734008	Website Developer - Senior	63

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

APPENDIX A

Performance Appraisal System for the Industrial Waste and Hazardous Waste Units of King County DNRP

January 9, 2009

Background

Although King County management ultimately has the right to decide how performance appraisals will be conducted, King County and Washington State Council of County and City Employees, Local 1652-R, collaboratively developed the performance appraisal (PA) system described in this document and referenced in the collective bargaining agreement (CBA). This PA system was developed for use by the Industrial Waste Unit within the Wastewater Treatment Division and the Hazardous Waste Unit within the Water & Land Resources Division. This was done originally in 2000 and used as a pilot program through 2002. Since 2003, the PA system has been incorporated by reference into the CBA. This document refines the system based on these years of experience while retaining its overall form and intent.

Summary of Process

Our performance review process is a forward-looking, development-focused system that promotes clarity of job expectation, constructive feedback, problem resolution and employee growth.

The following principles underscore the performance appraisal system used by the IW and HW units:

- Clear and realistic expectations for performance are set out at the start of the evaluation cycle. These include not only what is minimally required to meet standard, but also what would constitute outstanding performance.
- Regular (at least quarterly) discussion promotes feedback grounded in real observations of behaviors and also promotes regular check-in against the stated expectations.
- Problems are identified and opportunities given to fix them before adverse consequences kick in. Notice is given in advance of any possible adverse consequences.
- There are no surprises at the annual P.A. submittal to King County: the employee receives clear feedback throughout the year and always knows where he or she stands.
- The process is not unduly time-consuming or burdensome.
- The appraisal itself summarizes the whole of the employee's performance rather than focusing only on recent events.
- It is recognized that there is an inherent subjectivity involved in evaluating a person's performance. This is true even under a detailed numerical system. Broad bands of satisfactory vs. unsatisfactory performance are more relevant than a focus on hundredths of a numerical point. No numbers are used in our system.
- The system strives for fairness, and for consistency, not rigidity.

The performance review system functions as follows:

1. Each employee receives four quarterly reviews per year. At one of these points (in the fall) an annual summary is prepared for purposes of summarizing the last four-quarter cycle and for notifying the Human Resource office in each respective unit's division of the employee's eligibility for a merit step increase.
2. Quarterly reviews and performance appraisals are qualitative in nature – no numeric scores are given. The process emphasizes a discussion of expectations, strengths and weaknesses, and avenues for improvement.
3. "Ratings" submitted for annual merit pay determination consists of an "eligible" or "not-eligible" notation. To be eligible for a merit step increase, employees at Step 1 through Step 9 must have an overall performance of satisfactory ("meets standard"). For those employees at Step 10 of their range who are "topped out," a provision allows for consideration of a "merit over top" step, for those whose performance for at least two consecutive years has been documented as outstanding.

The details:

Performance appraisal calendar

Table 1 presents a summary of the annual cycle. Expectations and measurable objectives are set on a calendar year to better match budgets and work plans. Quarterly development discussions are emphasized. The annual summary is de-emphasized, set into the context of an ongoing, quarterly review cycle, and used simply for purposes of documenting eligibility for a merit step increase.

Performance expectations

All employees are expected to meet standards for performance in their classification and assigned work. Performance expectations cover both the "what" of the position (assigned tasks, objectives, outputs, products) and the "how" work gets done (behavioral expectations with co-workers as well as customers). The performance review system serves to clearly articulate basic mutually understood expectations and to then assure that each employee meets those basic expectations through at least satisfactory performance. Work that is unsatisfactory or that does not meet standard is brought to the employee's attention and agreements are made to address the issue(s) so as to allow the employee to be successful in her or his job. "Ratings" in the performance system are therefore focused on meeting vs. not meeting basic expectations (satisfactory vs. unsatisfactory). This applies to all employees, from Step 1 through Step 10 of the classification range.

There is a unique opportunity for those employees who are at the top of the range (Step 10) for at least two years. For those employees at the top of the range whose performance is consistently noted in quarterly reviews as meeting an outstanding rating, a "merit over top" step is available, with appropriate documentation.

Quarterly review

Each quarter the employee and his or her direct supervisor (with input from a lead, work group coordinator or other peer process as needed) have a structured conversation about the employee's

performance. The goal is to be clear on job assignments and performance expectations, to identify areas of strength and weakness, and to develop action plans for improvement, if necessary. The supervisor documents the discussion in writing on a Quarterly Review form that, covers at a minimum the following elements:

- Work assignments (major tasks, special projects, other).
- Progress in last quarter on work assignments (updates, milestones, objectives, other).
- Specific examples of exemplary performance or notable, major accomplishments (awards, above-and-beyond performance, if any).
- Behavioral issues (were the unit's behavioral expectations (Norms) followed? were there any specific behaviors needing attention or correction?).
- Expectations for next quarter (including any new or modified assignments.)
- Specific training or other developmental opportunities to take advantage of.
- Employee's comments, suggestions, questions, etc. (How did this go? Do you feel satisfied with this?).
- Notice of any issues (behavior or work objective) that could prevent employee from being eligible for an annual merit step increase if not corrected or result in an "unsatisfactory" rating in the annual review.
- Action plan to improve unsatisfactory performance.
- In the special case of employees at Step 10 who are at the top of the range, an optional "merit over top" step is available if performance is documented as outstanding in each quarter.
- Signature lines for supervisor and employee.

Other written documentation bearing on the employee's performance (letters, emails, awards, etc.) could be attached to the quarterly summary. Any performance issues that could potentially affect the employee's ability to earn a merit pay increase are documented on the written summary. An action plan to improve performance, if needed for those employees whose performance is below standard, is also documented.

Table 1. Performance Management Calendar

WHEN	WHAT	EXPLANATION
December/ January	Set mutually understood expectations for coming calendar year (work assignments, objectives, behaviors, training opportunities)	• Individual work plan for upcoming year, including assignments and proposed time allocation, key milestones, objectives, products, outputs. • Behavior factors will be included as performance elements. • Plan for feedback from peers, subordinates, clients as appropriate during the year.
January	Annual Review of last calendar year's work Refine December planning for new year 4th Quarterly development discussion	• Overview of previous year's performance and accomplishments • Bridge from old to new • Ongoing feedback
April	1st Quarterly development discussion	• Ongoing feedback • Status update • Refine/modify objectives /deadlines/planning
July	2nd Quarterly development discussion	• Ongoing feedback • Status update • Refine/modify objectives /deadlines/planning
September/ October	Submit required forms for merit step determination based on previous four quarters	• Administrative task only: P.A. summary • Communicate eligible/non-eligible "rating" for payroll processing • extra documentation for those at Step 10 who have earned outstanding rating eligible for "merit over top" step
October	3rd quarterly development discussion	• Ongoing feedback • Status update • Refine/modify objectives /deadlines/planning

Annual Performance Appraisal Summary
Every year the supervisor completes a Performance Appraisal (PA) Summary worksheet, which includes a narrative summary of the quarterly reviews for normative work factors (behaviors) and job objectives (assigned tasks, milestones, etc.), based on the information in the quarterly discussions and documented in the written quarterly review summaries (forms). The annual PA summary worksheet also includes rater's general comments; a space for employee's comments (if desired); signature lines for supervisor and employee; and the following note under the employee signature line, "*Note to employee: Your Signature indicates that the contents of the performance evaluation have been discussed with you and does not imply agreement.*" Also, the worksheet will clearly note:

- if the employee is between Step 1 and Step 9 of the range, doing standard work or above and is recommended for a merit-based step increase; or,
- if work is below standard and a no step increase ("not eligible") will be the recommendation; or,
- if the employee is at Step 10, doing standard work or above and not eligible for "merit over top" step increase or doing "outstanding" work and is eligible for "merit over top" step increase.

Documentation of unsatisfactory or below standard performance
During each quarterly review, the supervisor may call out aspects of the employee's performance that are below standard and which could jeopardize his or her eligibility for a merit-based step increase. One purpose of the quarterly review is to flag these items and decide on an action plan to correct them. The written quarterly review summary (which is part of the employee's personnel file) explicitly documents those items that don't meet basic expectations of the position and are serious enough to jeopardize a merit pay increase in the future. An action plan is developed to address such issues.

If documented performance items aren't corrected in an appropriate time frame (which is often situation-specific and which hopefully can be decided in a conversation between employee and supervisor), the employee is notified during future reviews that he or she will receive a "not-eligible" recommendation for the annual merit pay increase.

The goal of this system is to help change or improve poor performance rather than punish it. However, if improvement doesn't happen, withholding the merit pay increase is appropriate. Other county procedures (such as disciplinary procedures, substance abuse treatment, etc.) for dealing with performance issues are still in place.

Documentation of outstanding performance for those at Step 10
For those employees who are at Step 10 of the range, performance rated as outstanding is not required: the basic expectation is that at least satisfactory performance will continue. If, however, an employee at the top of the range has performance documented as outstanding for two consecutive years, she or he is eligible for "merit over top" step. At the beginning of the year and during quarterly reviews, the supervisor should explore with employees who are interested in pursuing this option what the supervisor's expectation is for work and behavior factors to be rated

as outstanding on an ongoing basis and in the annual PA summary. Documentation of outstanding performance is required in order for an employee to be eligible for "merit over top."

Appeals

Employees may request additional review and consideration of the Annual Performance Appraisal Summary from their division director (or designee) by written request made within ten (10) working days of receiving a copy of the Summary.

Upon receiving a request for review the division director (or designee) shall have fifteen (15) working days to meet with the employee. Thereafter, the reviewer will have fifteen (15) working days to provide a written answer, either sustaining or modifying the Summary.

Denial of step increases within range shall be subject to the just cause provision, Article 3 Management Rights, of the CBA. Awarding of "above top step merit" is discretionary; therefore, denial of "above top step merit" shall not be subject to the grievance procedure.

Guidance on performance levels

The following definitions give some general guidance regarding performance rating, based on the King County Merit Pay System Manual:

- **Below Standard or Unsatisfactory** – Does not meet basic expectations of the position; does not complete assignments; has difficulty working with colleagues; work products unacceptable or needing rework regularly; does not meet normal deadlines; inconsiderate of co-workers or customers; requires more than normal supervision and direction.

- **Meets Standard or Satisfactory** – Fully meets basic expectations of the position; completes assignments; maintains at least adequate working relationships with colleagues; prepares acceptable work products; meets normal deadlines; cost conscious; shows responsibility for getting assigned work done.

- **Outstanding** (required only at Step 10, and only for those who wish to pursue a "merit over top" step option) – Exceptional work far surpassing expectations; demonstrates superior working knowledge of all phases of position; makes consistently superior decisions; develops new ideas or new methods regularly; exceptionally well organized; consistently superior work, setting example for others; recognized as an expert and a resource by peers and management; demonstrates exceptional skill in working with all individuals; performance is rated outstanding in all aspects of the job (work products and behavior factors) consistently throughout the evaluation period.

APPENDIX B

Key Values and Norms for King County's Hazardous Waste Management Unit

Accepted 9/13/99

Our office considers the following seven values essential to our workplace. Each value is illustrated by a short list of norms or example behaviors expected of all employees who work in the unit. These examples are intended to illustrate how the value is applied in our work.

Our workplace is...

Fair:

- We treat others as they want to be treated (which might not necessarily be how we want to be treated ourselves).
- We make the opportunity for everyone to talk, and we listen to and genuinely consider everyone's opinion.
- We are open-minded and actively seek diverse viewpoints.
- We are clear about the definition of good performance, who defines it and what happens when the definition is not met.
- We all have the opportunity to show strengths and improve weaknesses.
- We welcome new members into the team.
- Everyone shares the menial tasks that need to be done; there is no rank when it comes to meeting program or customers' needs.
- Communication occurs openly and among all employees without regard for rank.

Open and Honest:

- We value ideas and opinions, are open to them and respect the risk taken in voicing them.
- We feel free to speak without fear of reprisal.
- We seek, accept and act upon constructive feedback.
- We provide both positive and constructive feedback to others in a sensitive manner.
- We accept conflict, discuss it openly, and deal with it effectively between the people directly involved in the matter.
- We freely share information, ideas, expertise, skills, and experiences with others, in a proactive way, regardless of rank.
- We always seek and genuinely consider input from our customers to help direct our Program.

Professional:

- We are a credible resource for reliable, accurate, quality information.
- We maintain a high level of expertise, stay up to date in our field and lead the field where possible.
- We seek accurate information and operate off it instead of passing along bogus information or "shooting from the hip".
- We pass all of our information through appropriate review processes to insure that recommendations we make are accurate, useful and up-to-date.
- We present information in ways our audience will understand; we avoid jargon.
- We provide excellent, responsive, un-bureaucratic customer service.
- We model honesty, integrity and ethical behavior.
- We take the responsibility for understanding one another and being understood.
- We keep each other informed about project plans and progress in a timely manner by using agreed upon mechanisms as appropriate (e.g. Alert, meetings, e-mail, face-to-face)
- We learn from our experiences and seek continuous improvement. We consistently seek feedback, evaluation, customer satisfaction ratings and debriefing comments so as to learn from experiences and adapt accordingly.

Respectful:

- We treat others with equity and as adults, valuing each person's function in the group regardless of job level.
- We give authority along with responsibility; we trust and empower people to get the job done.
- If asked to keep something confidential, we do so.
- We do not tolerate grousing about third parties; rather, we take responsibility for giving and receiving direct feedback.
- We focus on problems, not personalities and address problems clearly, without blaming others.
- We work with our customers to effect change. We recognize that customers have the right to make their own decisions.
- We express concerns, disagreements and ideas constructively. We bring possible solutions to expressed problems.

Collaborative:

- We work <u>for</u> the environment by working <u>with</u> households and businesses.
- We work <u>with</u> customers and stakeholders to effect change. Whenever possible we seek opportunities to network with groups and organizations.
- We proactively look for opportunities to share information.
- Each member assumes responsibility for the progress of his or her team and for the progress of the group as a whole.

- We believe we accomplish more through cooperation than through competition.
- Individuals and teams are recognized for the contribution their strengths make to the success of the organization.
- We encourage, value, consider, and address input.
- We provide customers and stakeholders with the opportunity to participate in planning and decision making.
- We strive to reach consensus decisions -- decisions everyone can live with and support even when those decisions do not necessarily reflect personal views.
- We follow the decision making model as outlined in the procedures manual.

Risk-Taking:

- Risk taking is acceptable, and well thought-out risk taking is encouraged.
- We have the freedom, support, and authority to do our jobs.
- We feel free to speak without fear of reprisal.
- Failure as a result of responsible risk taking is not punished, but, rather, is viewed as a learning experience.
- We are expected to expand our personal horizons.
- We challenge bureaucracy and status quo when they impede effective customer service.
- Our program's high visibility does not prevent us from taking responsible risks.

Caring and Fun:

- We value our differences, and respect each person's individuality, personality and style.
- We enjoy our time spent in the office, and see the office as a safe haven to come back to.
- We feel supported in our work both by management and co-workers. People help each other out when work becomes stressful.
- While being respectful of individual privacy, we also care about each other as people who have families, interests, trials and challenges beyond the workplace. We make a point to recognize important events in peoples' lives.
- Our office is a fun place to work. We believe the workplace atmosphere should be a positive one. We believe that including fun in our work builds good working relationships, unlocks the creative juices, and makes for a healthier workplace. Accordingly, we value and give time to fun activities, both planned and spontaneous.
- We value humor and laughter in the workplace, and build them into our daily interactions with people. We hear laughter every day in our office, but not at the expense of others' feelings or quiet times.
- We welcome spontaneous, creative and unusual entertainment (e.g. measure staff heights on the wall, share a quiz about British vs. American phrases, hold a marshmallow-eating contest, show the staff our new puppy) in the workplace.

APPENDIX C

Industrial Waste's Goals and Norms

July 12, 2000

IW Goals

In the way that we do our work, we treat each other and our companies with consistency and fairness.

We know how to use our resources (internal and external) to find, minimize, and deal with discharges to the treatment plants.

We have effective meetings.

We have a clear and effective workplan each year.

We fully utilize our information systems.

IW Norms

We treat co-workers and customers with courtesy and respect. We speak and listen in ways that show we value each other's role and work.

We trust each other. We share our views with each other and remain open-minded in listening to the views of others. We give each other the "benefit of the doubt" when we have problems. We check assumptions.

We are team players. We put the needs of the team ahead of our own needs. We consult with each other and seek input on matters that affect others. We work as a cohesive section.

We keep management, co-workers, and customers informed about things that affect them.

We speak directly with co-workers when we have problems with them. We avoid "triangulation."

We seek, accept, and act upon constructive feedback. We give feedback courteously and respectfully. We compliment each other on jobs well done.

We meet our commitments to others.

We use our leave time constructively.

We are punctual; we start and end meetings on time.

We take responsibility for our actions. We admit when we have made a mistake.

We maintain confidentiality when appropriate.

We have fun and enjoy our jobs.

Professional Effectiveness

We do quality work that employees and management can be proud of.

We do more than required.

We beat deadlines, especially to help a customer

We are able to set priorities when there is too much work to do.

We take a multi-media approach. We look beyond our own areas of responsibility and expertise.

We ensure process as well as content is correct. We ensure content as well as process is correct.

We balance political and technical issues. We understand the consequence of making decisions on purely technical grounds is that "politicians" take the decisions away from us and make them on purely political grounds.

We are excellent at oral and written communication. We use a minimum of bureaucratic and technical jargon when communicating with the public and our customers. (We represent the county, in fact we represent all government workers. Our goal as professionals is to improve the image of all government workers.)

We are pro-active. We have creative ideas and act on them. We propose new projects that help carry out the agency mission.

We are flexible and open to new ways of doing business.

We encourage well-thought-out risks.

We are productive and cost conscious; we respect our rate-payers' money.

We make and sustain connections with other groups in and out of DNR.

APPENDIX D

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
COUNCIL 2, LOCAL 1652R – INDUSTRIAL AND HAZARDOUS WASTE

SUBJECT: Article 25: Productivity Initiative

The King County Department of Natural Resources and Parks (DNRP) and the Washington State Council of County and City Employees, Council 2, Local 1652R – Industrial and Hazardous Waste (Local 1652R) are desirous of completing the collective bargaining process in an efficient manner.

King County also wants to honor Local 1652R's ratification of King County's COLA language, which did not include any other substantive changes to the collective bargaining agreement.

Both parties recognize the language in Article 25 (January 1, 2009 through December 31, 2011) is related to the pilot of a Productivity Initiative that has been completed. However, the parties have not reached an agreement on the next process. Therefore, the parties hereby agree that Article 25 will not be applicable in the 2012-2014 successor collective bargaining agreement and that the parties will continue to bargain outside of the agreement regarding the next process.

The parties will move forward with the implementation of the next collective bargaining agreement, exclusive of references to the Article 25 Productivity Initiative.

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

Diana Prenguber — 3-29-12

Diana Prenguber
Staff Representative

Date

For King County:

Mary Beth Short — 3/29/12

Mary Beth Short
Labor Negotiator

Date