

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

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

PREAMBLE

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

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

ARTICLE 1: PURPOSE

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

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

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

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

For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

Provision	CLA Article
Donation of Leaves	6
Leaves – Organ Donors	36
Bereavement Leave	8
School Volunteers	4
Jury Duty	5
Leave Examinations	35
Grievance Procedure	26
Insurance Benefits	25
Duration	41

ARTICLE 3: UNION RECOGNITION AND BARGAINING UNIT

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

Section 2. The following types of employees are covered under this Agreement:

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

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

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

D. Term-Limited Temporary Employee: A temporary employee who is employed

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

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

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

13 **Section 3.** Temporary employees shall be paid for all hours worked at the first pay step of the
14 pay range set forth in Addendum A covering the classification of work in which the employee is
15 employed. Any exception must be approved in writing by the Hazardous Waste Program Manager or
16 the Industrial Waste Program Manager with notice to the Union.

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

19 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

- 23 • Determination of staffing levels, recruitment, examination, selection, hiring,
24 appointment, promotion, transfer and training employees of its choosing;
- 25 • Discipline of regular employees for just cause;
- 26 • Assignment and direction of the work including the assignment of overtime work;
- 27 • Establishment of work rules;

- 1 • Development and modification of classification specifications, allocation of
- 2 positions to those classifications, assignment of employees to those positions;
- 3 • Determination of performance standards/specifications and evaluation against them;
- 4 • Determination of work schedules;
- 5 • Determination of the location of facilities;
- 6 • Determination of the services to be provided and the methods, processes and means
- 7 for providing those services;

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

9 **ARTICLE 5: WORK STOPPAGES AND EMPLOYER PROTECTION**

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

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

21 **ARTICLE 6: EMPLOYEE RIGHTS**

22 **Section 1.**

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

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

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

5 **ARTICLE 7: NON-DISCRIMINATION**

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

10 **ARTICLE 8: UNION REPRESENTATION**

11 See also CLA Article 23.

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

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

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

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

25 **ARTICLE 9: HOURS OF WORK**

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

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

1 time.

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

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

6
7 **Contractual daily overtime** shall be paid to employees who work more than their regularly
8 scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime
9 Rate in effect at the time the overtime work is performed.

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

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16 **The Contractual Overtime Rate** for each overtime hour worked shall be one and one-
17 half (1-1/2) times the combined amount of the employee’s hourly base rate of pay, as
18 specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect
19 at the time the overtime is worked that are contractually required to be included when
20 calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a
21 higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate
22 of pay pursuant to the FLSA.

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

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28 **A.** All work performed in excess of forty (40) hours in any work week by overtime

1 eligible employees shall be considered as overtime and shall be either paid at the contractual
2 overtime rate or shall be accrued as compensatory time at the rate of time and one-half. An employee
3 is not required to accept compensatory time in lieu of overtime pay unless the employee agrees to this
4 arrangement before the employee performs the overtime work.

5
6 **B.** An employee’s accrued compensatory time balance must not exceed 80 hours at
7 any time. An employee who has requested the use of compensatory time shall be permitted to use
8 such time within a reasonable period after making the request unless there is an exceptional business
9 need that would require the employee to remain at work. Any balance of comp time hours as of the
10 end of the pay period that includes December 31 shall have those excess hours cashed out. If it is
11 not feasible for an employee to use compensatory time during the calendar year in which it is
12 accrued, the employee may then request, and the Department Director may approve, the carryover of
13 a maximum of 40 hours of accrued compensatory time. Compensatory hours that have been carried
14 over must be used within the first quarter of the new calendar year. If the employee should not be
15 able to take the compensatory time within the first quarter, it shall be cashed out.

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

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

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

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

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

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

7 **ARTICLE 10: HOLIDAY PAY**

8 See also CLA Article 10.

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

10 **A. Alternative Work Schedule:** Employees scheduled to work an alternative work
11 schedule, such as four ten-hour days, shall be granted no more than one hundred twelve (112) holiday
12 hours (includes Personal Holidays) per year and proportional (pro-rated) for comprehensive leave
13 eligible part-time employees. Employees working alternative work schedules whose division closes
14 on a designated holiday shall be allowed to cover the hours beyond the normal holiday allowance by
15 using accrued vacation or compensatory time, or by mutual agreement with the work unit manager,
16 shall be allowed to work to make up the hours during that same work week, or take leave without
17 pay. In no event will the rescheduling of hours in this manner be allowed if the resulting hours of
18 work will result in overtime pay.

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

23 **C. Work on a Holiday:** An employee, who, because of workload, is required or
24 authorized to work on a holiday, will be paid for the hours worked in addition to the holiday pay.
25 Such pay will be at the employee’s hourly base rate as defined in Article 9.4 unless overtime
26 provisions apply. Alternatively, the employee may elect to receive compensatory time off for the
27 hours worked on the holiday. The employee will be paid or earn compensatory time for the hours

1 worked, according to overtime provisions.

2 **ARTICLE 11: VACATION ADMINISTRATION**

3 See also CLA Article 9 and 32.

4 **Section 1.** The manager shall be responsible for establishing a vacation schedule in such a
5 manner as to achieve the most efficient functioning of the unit.

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

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

13 **ARTICLE 12: SICK LEAVE ADMINISTRATION**

14 See also CLA Article 11 and 31.

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

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

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

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

23 **Section 2.** An employee assigned in writing to perform work of a lower classification will be
24 paid at their regular rate of pay or salary for the period of the assignment.

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

1 **ARTICLE 14: JOB PROGRESSION**

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

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

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

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

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

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

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

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

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

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1 **ARTICLE 15: COMPETITIVE PROCESS**

2 See Also CLA Article 18.

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

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

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

21 **ARTICLE 16: CONTRACTING OF WORK**

22 See also CLA Article 16.

23 **Section 1.** All contracted work will be reviewed on a semi-annual basis by the County and
24 the Union to ensure compliance with this Article.

25 **ARTICLE 17: REDUCTION IN FORCE**

26 **Section 1.** In the event of a proposed reduction in force, the County will notify the Union as
27 soon as possible of the pending layoffs of regular employees. The County and the Union shall meet

1 to discuss the reasons for layoffs, the time frame for the layoffs and extent of other impacts on the
 2 workforce. The County and the Union agree that alternatives to layoffs will be explored prior to
 3 invoking layoff procedures beginning under Section 3.

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

24 **C.** Notwithstanding the requirements listed in 2.A and 2.B., the County maintains the
25 exclusive right to extend or reduce the length of any probation or trial service period, however, the
26 probation or trial service period shall not exceed a maximum of twelve (12) months of actual service.
27 The employee, the local Union president and the Council 2 Union Representative will be notified in

1 writing of such extension or reduction, including the duration of the extension or reduction, and
2 reasons for the extension or reduction, prior to the end of the initial probation or trial service period.

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

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

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

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

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

25 **Section 6. Performance Appraisals.** The County and the Union agree that the
26 “Performance Appraisal Systems for the Industrial Waste and Hazardous Waste Units of King
27 County DNRP” dated January 9, 2009, attached hereto as Exhibit A, and any negotiated amendments

1 to this document, shall apply to employees covered under this Agreement.

2 **Section 7. Reopener and collaborative process to update the performance appraisal**
3 **system.** The parties acknowledge the need to update and revise the above-referenced document, as it
4 has remained unchanged since 2009. This document was originally a product of a labor-management
5 partnership and the parties commit to revising this system in a collaborative manner. The County and
6 labor will engage in formal collective bargaining on matters where it is required to do so under the
7 law. Such work shall be completed within one year of the date the CLA is approved by King County
8 ordinance, with the expectation that the product of these discussions will result in an updated Exhibit
9 A to this Appendix.

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

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

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

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

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

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

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

10 **ARTICLE 21: WAGE RATES**

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

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

22 **Section 3. Wage Addendum:** The County and the Union agree that in the event that the
23 County fully adopts rates of pay that are different than the rates of pay for the classifications listed
24 under the Wage Addendum of this Agreement, the parties agree to negotiate the effects of such
25 change.

26 **Section 4.** In the first quarter of 2024, in preparation for the next round of negotiations, the
27 County agrees to conduct a salary survey for the Industrial Waste Compliance Investigator series,

1 with the understanding that such salary data will be used in negotiations for the subsequent contract
2 term.

3 **ARTICLE 22: INSURANCE BENEFITS**

4 See also CLA Article 25.

5 **Section 1.** Members of this bargaining unit receive their insured benefits pursuant to CLA
6 Article 25, which is negotiated through the Joint Labor Management Insurance Committee. , which is
7 comprised of representatives from the County and its labor unions. The function of the Committee
8 shall be to review, study and make recommendations relative to existing medical, dental, vision, and
9 life insurance programs.

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

13 **ARTICLE 23: PRODUCTIVITY INITIATIVE**

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

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

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

27 **Section 2.** This agreement acknowledges the partnership among the management of King
28

1 County DNRP, Wastewater Treatment Division, the County, and WSCCCE Local 1652R to manage
2 the change process as the Productivity Pilot Program is implemented, and on a continual basis
3 thereafter.

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

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

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

10 **B.** Encourage teamwork.

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

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

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

27 The Productivity Incentive Program Oversight Committee shall have the authority and

1 responsibility to determine the distribution and use of the fund, subject to approval by the director of
2 the Wastewater Treatment Division. In addition to the minimum annual payouts to employees, as
3 referenced in Section 5, the distribution of the funds may include, but not be limited to:

- 4 A. Increased annual payouts to employees.
- 5 B. Investment in employees through training and other employee development
6 programs.
- 7 C. Award and recognition program.
- 8 D. Reserve fund.
- 9 E. Other activities consistent with achieving the goals of the Productivity Pilot
10 Program.

11 **ARTICLE 24: WORK SPACE ASSIGNMENTS**

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

- 17 1. Business needs (closer proximity to the right co-workers, for example, or other rationale
18 related to getting work done in an efficient and effective manner);
- 19 2. Medical accommodation;
- 20 3. Seniority;
- 21 4. IW shall use the seating matrix dated March 2, 2000 (Revised January 31, 2006) as a
22 guideline. Changes to the seating matrix shall be made upon mutual agreement between labor and
23 management.

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

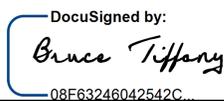
25 Pursuant to the rules established in the County's policy on Authorized Travel, Meal and
26 Expense Reimbursement for County Employees, PER 17-1-3 (AEP), Section 6.4, as amended, and
27 subject to supervisory approval, employees shall be reimbursed for mileage, tolls, and parking

1 expenses when an employee operates their personal vehicle for conducting King County business in
2 lieu of a King County vehicle. For the purpose of this section, and while an employee is assigned to
3 home-based telework, the regularly assigned workplace in PER 17-1-3 (AEP) Section 6.4 is the
4 employee’s home, but not in contradiction with policies and rules that do not reimburse for
5 employees’ commutes. If King County policy changes in a manner that modifies or is inconsistent
6 with this approach, the updated King County approach will be used, with the parties acknowledging
7 their obligation to engage in collective bargaining over the impacts of the policy change, to the extent
8 required by law. Reimbursement shall not apply when the employee is commuting to a King County
9 facility solely for the purpose of conducting routine office work, should that be the assigned
10 workplace for the day.

11
12 Washington State Council of County and City
13 Employees, Council 2, Local 1652R:

14 DocuSigned by:


15 558CF35390AF418...
16 Suzette Dickerson
17 Staff Representative

18 DocuSigned by:


19 08F63246042542C...
20 Bruce Tiffany
21 Local 1652 Bargaining Representative

22 King County Office of Labor Relations:

23 DocuSigned by:


24 7FF9183D721E453...
25 David S. Levin
26 Labor Relations Negotiator – Senior

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

<u>Job Class Code</u>	<u>PeopleSoft Job Code</u>	<u>Classification Title</u>	<u>Range</u>
<u>4201100</u>	<u>421216</u>	<u>Administrative Specialist I</u>	33
<u>4201200</u>	<u>421304</u>	<u>Administrative Specialist II</u>	37
<u>2810000</u>	<u>281107</u>	<u>Administrative Staff Assistant</u>	48
<u>2810100</u>	<u>281203</u>	<u>Administrator I</u>	50
<u>2810200</u>	<u>281322</u>	<u>Administrator II</u>	56
<u>2501100</u>	<u>252105</u>	<u>Communications Specialist I</u>	51
<u>2501200</u>	<u>252210</u>	<u>Communications Specialist II</u>	54
<u>2501300</u>	<u>252306</u>	<u>Communications Specialist III</u>	58
<u>7321200</u>	<u>734808</u>	<u>Database Administrator - Journey</u>	62
<u>7321400</u>	<u>735008</u>	<u>Database Administrator - Master</u>	72
<u>7321300</u>	<u>734908</u>	<u>Database Administrator - Senior</u>	67
<u>2251100</u>	<u>226202</u>	<u>Educator Consultant I</u>	54
<u>2251200</u>	<u>226307</u>	<u>Educator Consultant II</u>	58
<u>2251300</u>	<u>226407</u>	<u>Educator Consultant III</u>	62
<u>7112100</u>	<u>711107</u>	<u>Engineer I</u>	54
<u>7112200</u>	<u>711208</u>	<u>Engineer II</u>	59
<u>7112300</u>	<u>711308</u>	<u>Engineer III</u>	64
<u>7112400</u>	<u>711407</u>	<u>Engineer IV</u>	69
<u>7520300</u>	<u>752305</u>	<u>Environmental Scientist III</u>	64

*Washington State Council of County and City Employees, Council 2, Local 1652R - Industrial and Hazardous Waste
January 1, 2021 through December 31, 2024*

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1	<u>5321100</u>	<u>535205</u>	<u>Health and Environmental Investigator I</u>	51
2	<u>5321200</u>	<u>535304</u>	<u>Health and Environmental Investigator II</u>	58
3	<u>5321300</u>	<u>535404</u>	<u>Health and Environmental Investigator III</u>	63
4	<u>5321400</u>	<u>535503</u>	<u>Health and Environmental Investigator IV</u>	68
5	<u>5326100</u>	<u>538102</u>	<u>Industrial Waste Compliance Investigator I</u>	56 58
6	<u>5326200</u>	<u>538202</u>	<u>Industrial Waste Compliance Investigator II</u>	60 62
7	<u>5326300</u>	<u>538302</u>	<u>Industrial Waste Compliance Investigator III</u>	65 67
8	<u>5322100</u>	<u>536102</u>	<u>Industrial Waste Compliance Specialist I</u>	50 53
9	<u>5322200</u>	<u>536202</u>	<u>Industrial Waste Compliance Specialist II</u>	53 56
10	<u>5322300</u>	<u>536302</u>	<u>Industrial Waste Compliance Specialist III</u>	59 62
11	<u>7311200</u>	<u>731708</u>	<u>LAN Administrator - Journey</u>	56
12	<u>7311400</u>	<u>731908</u>	<u>LAN Administrator - Master</u>	66
13	<u>7311300</u>	<u>731809</u>	<u>LAN Administrator - Senior</u>	61
14	<u>2241200</u>	<u>224504</u>	<u>Librarian - Assistant</u>	51
15	<u>2241300</u>	<u>224603</u>	<u>Librarian - Head</u>	55
16	<u>2441100</u>	<u>243111</u>	<u>Project/Program Manager I</u>	53
17	<u>2441200</u>	<u>243215</u>	<u>Project/Program Manager II</u>	58
18	<u>2441300</u>	<u>243317</u>	<u>Project/Program Manager III</u>	63
19	<u>7316300</u>	<u>734008</u>	<u>Website Developer - Senior</u>	63

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

EXHIBIT 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.

1 The performance review system functions as follows:

- 2 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.
- 3 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.
- 4 3. "Ratings" submitted for annual merit pay determination consists of an "eligible" or "not-eligible" notation.
5 To be eligible for a merit step increase, employees at Step 1 through Step 9 must have an overall
6 performance of satisfactory ("meets standard"). For those employees at Step 10 of their range who are
7 "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.

8 **The details:**

9 **Performance appraisal calendar**

10 Table 1 presents a summary of the annual cycle. Expectations and measurable objectives are set on a calendar
11 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
12 purposes of documenting eligibility for a merit step increase.

13 **Performance expectations**

14 All employees are expected to meet standards for performance in their classification and assigned work.
15 Performance expectations cover both the "what" of the position (assigned tasks, objectives, outputs, products)
16 and the "how" work gets done (behavioral expectations with co-workers as well as customers). The
17 performance review system serves to clearly articulate basic mutually understood expectations and to then
18 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.

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

22 **Quarterly review**

23 Each quarter the employee and his or her direct supervisor (with input from a lead, work group coordinator or
24 other peer process as needed) have a structured conversation about the employee's performance. The goal is
25 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:

- 26 ➤ Work assignments (major tasks, special projects, other).
- 27 ➤ Progress in last quarter on work assignments (updates, milestones, objectives, other).
- 28 ➤ Specific examples of exemplary performance or notable, major accomplishments (awards, above-and-
beyond performance, if any).

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- 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)	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Ongoing feedback • Status update • Refine/modify objectives /deadlines/planning
July	2nd Quarterly development discussion	<ul style="list-style-type: none"> • Ongoing feedback • Status update • Refine/modify objectives /deadlines/planning
September/ October	Submit required forms for merit step determination based on previous four quarters	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Ongoing feedback • Status update • Refine/modify objectives /deadlines/planning

1 **Annual Performance Appraisal Summary**

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

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

10 **Documentation of unsatisfactory or below standard performance**

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

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

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

25 **Documentation of outstanding performance for those at Step 10**

26 For those employees who are at Step 10 of the range, performance rated as outstanding is not required: the
 27 basic expectation is that at least satisfactory performance will continue. If, however, an employee at the top of
 28 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."

29 **Appeals**

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

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

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

8 **Guidance on performance levels**

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

- 11 ➤ **Below Standard or Unsatisfactory** – Does not meet basic expectations of the position; does not
12 complete assignments; has difficulty working with colleagues; work products unacceptable or needing
13 rework regularly; does not meet normal deadlines; inconsiderate of co-workers or customers; requires
more than normal supervision and direction.
- 14 ➤ **Meets Standard or Satisfactory** – Fully meets basic expectations of the position; completes
15 assignments; maintains at least adequate working relationships with colleagues; prepares acceptable
16 work products; meets normal deadlines; cost conscious; shows responsibility for getting assigned work
done.
- 17 ➤ **Outstanding** (required only at Step 10, and only for those who wish to pursue a “merit over top” step
18 option) – Exceptional work far surpassing expectations; demonstrates superior working knowledge of
19 all phases of position; makes consistently superior decisions; develops new ideas or new methods
20 regularly; exceptionally well organized; consistently superior work, setting example for others;
21 recognized as an expert and a resource by peers and management; demonstrates exceptional skill in
22 working with all individuals; performance is rated outstanding in all aspects of the job (work products
23 and behavior factors) consistently throughout the evaluation period.

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

Subject: GreenWhereWeWork (GWWW) Initiative

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

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

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

AGREEMENTS:

1. WORKING CONDITIONS:

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

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

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

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

E. Workers Compensation: Employees who telecommute are responsible for

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

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

A. Teleworking Expenses:

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

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

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

B. Technology support:

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

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

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

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

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

A. Decisions and appeals of waiver requests.

B. Job postings.

C. Spending limits and reimbursable expenses.

D. Monthly telework stipend.

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

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

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

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


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

Suzette Dickerson
Staff Representative

May 24, 2021

Date

For Professional and Technical Employees, Local 17:


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

Karen Estevenin
Executive Director

May 21, 2021

Date

For Service Employees International Union, Local 925


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

Rion Peoples
Internal Organizer

May 26, 2021

Date

For Technical Employees' Association

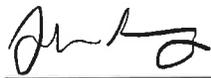

Michael Sands

Michael Sands
President

May 26, 2021

Date

For International Brotherhood of Teamsters, Local 117:

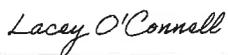

John Scarcy

John Scarcy
Secretary Treasurer

Jun 1, 2021

Date

For King County:


Lacey O'Connell

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

Jun 1, 2021

Date

**Memorandum of Agreement
By and Between
King County
and
Washington State Council of County and City Employees,
Local 1652R – Industrial and Hazardous Waste**

Subject: Implementation of new wage rates

Background:

1. The parties have agreed to wage range increases for six positions in the bargaining unit. These wage range increases are reflected in the Wage Addendum of the parties’ Appendix.
2. The parties have agreed to the following methodology for moving employees to the new salary ranges.

Agreement:

1. **Prospective range/step placement.** Step placement will be performed pursuant to King County Personnel Guidelines 6.14 (Pay on Reassignment of Pay Range), specifically, the incumbent employee shall be placed at the same step in the new pay range as the employee was in the previous range. For example, an employee at Range 50, Step 4 would move to Range 53, Step 4. Likewise, and employee at Range 50, Step 10 + Merit would move to Range 53, Step 10 + Merit. Pay may not exceed Step 10 unless the employee is already receiving Merit Over the Top. If pay includes Merit Over the Top, pay is calculated using the Merit Over the Top amount and may result in Merit Over the Top in the new pay range.
2. **Retroactivity.** The new salary ranges shall be implemented retroactive to January 1, 2021.

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

Suzette Dickerson
Staff Representative

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

Bruce Tiffany
Local 1652 Bargaining Representative

King County Office of Labor Relations:

David S. Levin
Labor Relations Negotiator – Senior

Certificate Of Completion

Envelope Id: AA0449A1BDB244E9B1F7BEFA4A115DF0	Status: Completed
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Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 146.129.84.126

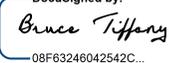
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	Office-Office of Labor Relations	

Signer Events

Bruce Tiffany
 bruce.tiffany@kingcounty.gov
 Security Level: Email, Account Authentication (None)

Signature

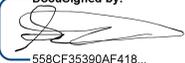
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Suzette Dickerson
 suzette@douncil2.com
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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David Levin
 David.Levin@kingcounty.gov
 Labor Relations Negotiator
 King County Executive Department-OLR
 Security Level: Email, Account Authentication (None)

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	7/25/2022 12:50:28 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.