

Master Labor Agreement (MLA) - Appendix 56
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 1652R
Industrial and Hazardous Waste
[275]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 supplant regular career service positions in the bargaining unit.

2 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

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

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

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

3 **ARTICLE 5: EMPLOYEE RIGHTS**

4 **Section 1.**

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

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

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

14 **ARTICLE 6: NON-DISCRIMINATION**

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

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

22 **ARTICLE 7: UNION REPRESENTATION**

23 See also MLA Article 23.

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

27 **Section 2.** The Union will elect a shop steward per each work unit. The department shall be
28 furnished with the name of the stewards so elected. The stewards shall see that the provisions of this

1 Agreement are observed and shall be allowed reasonable time to perform these duties during regular
2 working hours.

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

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

9 **ARTICLE 8: HOURS OF WORK**

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

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

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

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

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

23 **B.** An employee's accrued compensatory time balance must not exceed 80 hours at
24 any time. An attempt will be made to use compensatory time during the year in which it is accrued
25 unless this is not feasible due to work demands. The employee may then request the carryover of all
26 hours of accrued compensatory time to the following calendar year. Compensatory hours that have
27 been carried over must be used within the new calendar year. An employee who has requested the
28 use of compensatory time shall be permitted to use such time within a reasonable period after making

1 the request unless there is an exceptional business need that would require the employee to remain at
2 work.

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

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

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

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

22 **Section 7. Call-in Pay:** Employees who are called into work on an unscheduled basis, or
23 after completion of his/her regular shift or workweek, or because of an emergency, outside of
24 established work hours, shall be paid at time and one-half (1-1/2) for the actual hours worked, with a
25 minimum of three (3) hours. FLSA-exempt employees shall not be eligible for call-in pay.

26 **Section 8. Telecommuting:** In the interest of attracting and retaining a diverse and talented
27 workforce, reducing costs, and meeting policies and regulations such as the Commute Trip Reduction
28 law, the County and the Union agree that the County's Telecommuting Policy, and any modifications

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

2 **ARTICLE 9: HOLIDAY PAY**

3 See also MLA Article 10.

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

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

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

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

1 **ARTICLE 10: VACATION**

2 See also MLA Article 9.

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

6

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

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

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

1 paid leave eligible position, and if they leave County employment prior to successfully completing
2 their first six months of County service, shall forfeit and not be paid for accrued vacation leave.

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

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

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

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

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

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

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

1 leave accrual rate under Section 1.

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

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

9 **ARTICLE 11: SICK LEAVE**

10 See also MLA Article 11.

11 **Section 1.** Regular, probationary, provisional and term-limited temporary employees shall
12 accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status excluding overtime.
13 Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee
14 is not entitled to sick leave if not previously earned.

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

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

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

27 **Section 5.** Separation from or termination of County employment shall cancel all sick leave
28 accrued to the employee as of the date of separation or termination. Should a regular employee

1 resign in good standing, be separated for nondisciplinary medical reasons, or be laid off due to lack of
2 work, funds, or efficiency reasons, and return to County employment within two years, accrued sick
3 leave shall be restored. Restoration shall not apply where the former employment was in a term-
4 limited temporary position.

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

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

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

17 **Section 9.** To the extent that the Washington State Family Care Act provides a greater benefit
18 than the provisions of this Agreement, the Washington State law will apply.

19 **ARTICLE 12: PAID LEAVES**

20 **Section 1. Donation of Leaves:** See MLA Article 6.

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

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

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

1 illness, injury, pain or the eventual death of the identified recipient.

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

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

8 **Section 3. Bereavement Leave:** See MLA Article 8.

9 **Section 4. School Volunteers:** See MLA Article 4.

10 **Section 5. Jury Duty:** See MLA Article 5.

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

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

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

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

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

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

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

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

4 **ARTICLE 14: JOB PROGRESSION**

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

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

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

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

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

20 **a.** Health and Environmental Investigator I to a Health and Environmental
21 Investigator II (Job Progression between Health and Environmental Investigator I and Health and
22 Environmental Investigator II) dated April 25, 2017.

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

26 **c.** Industrial Waste Compliance Investigator I to Industrial Waste Compliance
27 Investigator II dated January 6, 2017.

28 **d.** Industrial Waste Compliance Specialist I to Industrial Waste Compliance

1 Specialist II dated April 2003.

2 **ARTICLE 15: COMPETITIVE PROCESS**

3 See Also MLA Article 18.

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

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

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

22 **ARTICLE 16: CONTRACTING OF WORK**

23 See also MLA Article 16.

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

26 **ARTICLE 17: REDUCTION IN FORCE**

27 **Section 1.** In the event of a proposed reduction in force, the County will notify the Union as
28 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

1 **Total Years of Service - within King County / Metro:**

- 2 • 15 or more _____ 4 points
- 3 • 9.0 to less than 15 _____ 3 points
- 4 • 5.0 to less than 9.0 _____ 2 points
- 5 • 1.0 to less than 5.0 _____ 1 point
- 6 • Less than 1.0 _____ 0 points

7 **Years of Service - within bargaining unit:**

- 8 • 10 or more _____ 4 points
- 9 • 7.0 to less than 10 _____ 3 points
- 10 • 2.0 to less than 7.0 _____ 2 points
- 11 • 1.0 to less than 2.0 _____ 1 point
- 12 • On Probation _____ 0 points

13

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

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

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

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

28 **Section 7.** Within fourteen (14) calendar days of receiving by certified mail the notice of

1 recall to their previous classification within the bargaining unit, the regular employee will notify the
2 County whether they will accept the recall. The County will consider the regular employee's failure
3 to respond to the notice of recall as a refusal. A regular employee who refuses to accept the recall
4 will be taken off the recall list. The County will, if it determines that there are warranting
5 circumstances, accept a late notification from a regular employee.

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

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

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

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

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

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

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

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

- 25 1. Industrial Waste Compliance Investigator I
- 26 2. Industrial Waste Compliance Investigator II
- 27 3. Industrial Waste Compliance Investigator III
- 28 4. Industrial Waste Compliance Specialist III

1 5. Hazardous Waste Health & Environmental Investigator I

2 6. Hazardous Waste Health & Environmental Investigator II

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

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

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

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

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

28 1. Employees on the recall list described in this Article shall have first priority for

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

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

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

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

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

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

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

26 **ARTICLE 20: GRIEVANCE PROCEDURE**

27 See MLA Article 26.
28

1 **ARTICLE 21: 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 22: SAVINGS CLAUSE**

11 See MLA Article 30.

12 **ARTICLE 23: WAGE RATES**

13 **Section 1.** Total Compensation Agreement. General Wage Increase (GWI) adjustments will
14 be in accordance with the Coalition of Unions 2017-2018 Total Compensation Agreement as well as
15 MLA Article 29.

16 **Section 2.** Hourly employees who are eligible for overtime under the Federal Fair Labor
17 Standards Act shall receive overtime compensation at the rate of one and one-half times their regular
18 hourly rate of pay for all actual hours worked in excess of forty hours in a workweek.

19 **Section 3. Step Movement:** Regular full time and part time employees covered by this
20 Agreement who have completed their probationary period by October 1 and who receive a
21 “Satisfactory” or above rating on the Annual Performance Appraisal Summary shall be awarded a
22 one step increase within their assigned salary range on the King County Squared Table effective the
23 beginning of the first pay period each January to step ten (10) of the applicable range. Employees
24 who reach the maximum of their pay range may earn a merit increase above the maximum of their
25 range (i.e. move approximately 2.5% to 5% above step ten) with a grade of “Outstanding” over two
26 consecutive years, but that increase must then be re-earned every twelve months with continued
27 “Outstanding” performance. Absent such a grade, the employee’s salary reverts to the step ten or the
28 top of the pay range.

1 **Section 4. Wage Addendum:** The County and the Union agree that in the event that the
2 County fully adopts rates of pay that are different than the rates of pay for the classifications listed
3 under the Wage Addendum of this Agreement, the parties agree to negotiate the effects of such
4 change.

5 **ARTICLE 24: INSURANCE BENEFITS**

6 See also MLA Article 25.

7 **Section 1.** The County agrees to continue the Joint Labor Management Insurance Committee
8 comprised of representatives from the County and its labor unions. The function of the Committee
9 shall be to review, study and make recommendations relative to existing medical, dental, vision, and
10 life insurance programs.

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

14 **ARTICLE 25: PRODUCTIVITY INITIATIVE**

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

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

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

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

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
28 responsibility to determine the distribution and use of the fund, subject to approval by the director of

1 the Wastewater Treatment Division. In addition to the minimum annual payouts to employees, as
2 referenced in Section 5, the distribution of the funds may include, but not be limited to:

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

10 **ARTICLE 26: WORK SPACE ASSIGNMENTS**

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

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

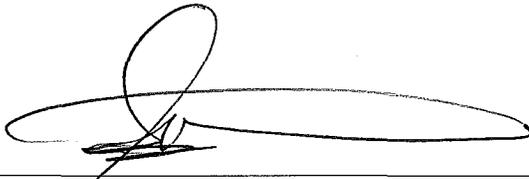
1 **ARTICLE 27: DURATION**

2 See Article 31.

3
4 APPROVED this 15 day of MARCH, 2018.

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8 By: Dow Consh

9 King County Executive

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16 Suzette Dickerson
17 Staff Representative
18 Washington State Council of County and City Employees,
19 Council 2, Local 1652R

**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
2810200	281322	Administrator II	56
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
2251300	226407	Educator Consultant III	62
7112100	711107	Engineer I	54
7112200	711208	Engineer II	59
7112300	711308	Engineer III	64
7112400	711407	Engineer IV	69
7520300	752305	Environmental Scientist III	64
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

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**

7316300	734008	Website Developer - Senior	63
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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)	<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	<ul style="list-style-type: none"> • 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

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 for the environment by working with households and businesses.
- We work with 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.