

COLLECTIVE BARGAINING AGREEMENT BETWEEN

KING CONSERVATION DISTRICT

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28, AFL-CIO

Effective on the Date Ratified by Both Parties through December 31, 2022

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PREAMBLE

This Agreement is entered into by and between the Board of Supervisors of the King Conservation District, hereafter referred to as the "District," and the Washington Federation of State Employees (WFSE), AFSCME Council 28, AFL-CIO, hereafter referred to as the "Union."

In implementing this Agreement, a harmonious working relationship between the parties, based on the principles of collaboration and mutual respect, will best help the achievement of common objectives. It is the intent of the parties to support the mission of the District with a commitment to collaboration, honesty, mutual respect, and fair treatment to all employees, as well as the promotion of environmental sustainability in the delivery of high quality, efficient services to King County. The parties recognize the value of employees, the work they perform, and the contributions they make to the District. This Agreement specifies wages, hours, and other terms and conditions of employment, and provides methods for prompt and fair resolution of differences.

ARTICLE 1 UNION RECOGNITION

- 1.1 King Conservation District recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time non-supervisory employees of the King Conservation District, excluding supervisors, confidential employees, and all other employees in accordance with PERC Decision 13086.
- 1.2 This Agreement covers the employees in the bargaining unit described above.

ARTICLE 2 ANTI-DISCRIMINATION

- 2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, status as a victim of domestic violence or sexual assault or stalking, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.
- 2.2 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their immediate supervisor or the District's Executive Director, or file a complaint in accordance with the District's policy. In cases where an employee files both a grievance and an internal complaint regarding the same alleged discrimination, the grievance will be suspended until the internal complaint process has been completed. If an employee pursues a complaint of unlawful discrimination to a federal or state government agency, the complaint may also be processed as a grievance under this Agreement.

- 2.3 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.
- 2.4 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint with the Washington State Human Rights Commission or the Equal Employment Opportunities Commission.

ARTICLE 3
UNION RIGHTS AND ACTIVITIES

3.1 Weingarten Right to Representation

An employee has the right to be accompanied by a Union representative at an investigatory meeting if the employee reasonably believes that she/he will be asked questions that could lead to discipline. The exercise of this right shall not unreasonably delay or postpone a meeting.

3.2 Staff Representatives

- A. The Union will provide the District with a written list of staff representatives assigned to the District. The Union will provide written notice to the District of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives will have access to the District's offices or facilities to carry out representational activities, subject to any District security requirements and provided that District operations are not impaired.
- C. The District's policies pertaining to employees represented by the Union will be made available to staff representatives upon request.

3.3 Union Stewards

A. Steward List

The Union will provide the District with a written list of current Union stewards. The District will not recognize an employee as a Union steward if the employee's name does not appear on the list.

B. Release Time

The District will provide a pool of eighty (80) hours of paid release time per year for allocation among Union stewards for use in accordance with this Article 3.3. The allocation of the eighty (80) hours shall be determined by the Union and may be used for up to 15 minutes of preparation time before meetings. Union stewards will be released with pay during their core hours of work to attend meetings with the District for the following representational activities:

1. Investigatory interviews and pre-disciplinary meetings;
2. Union-Management Committee meetings;
3. Grievance meetings, including alternative dispute resolution meetings;
4. In accordance with Section 5.9, New Employee Orientation; and
5. Mid-term collective bargaining.

C. Steward Mentoring

A second shop steward may observe representational activities specified in Section 3.3.B.1 and Section 3.3.B.3 above for the purpose of mentoring and training, with advance approval by the District.

3.4 Employees

A. Release Time

Employees will be released with pay during their core hours of work to attend grievance meetings with the District, including alternative dispute resolution meetings.

A. Subpoenaed Witnesses in an Arbitration and Unfair Labor Practices

When an employee is subpoenaed as a witness by the Union or the District in arbitration and unfair labor practice cases, the employee will not be required to use paid leave time for an appearance occurring during the employee's core work hours.

3.5 Notification

All employees, including Union stewards, taking release time in accordance with this Article will notify their supervisor before attending any meeting or hearing during the employee's core hours of work. All notifications must include the approximate amount of time the employee expects the activity to take. District business requiring the employee's immediate attention must be completed prior to the employee attending the meeting or hearing. Attendance at meetings or hearings during the employee's non-work hours will not be considered as time worked.

If the amount of time an employee spends attending meetings or hearings in accordance with this Article is unreasonably affecting the employee's ability to accomplish assigned duties, the District will notify and discuss the concerns with the employee, the Chief Steward and the Council Representative.

3.6 Use of District Facilities, Resources, and Equipment

A. Meeting Space and Facilities

District facilities may be used to hold Union meetings with prior approval by the District. The District will not unreasonably withhold approval.

B. Supplies and Equipment

The Union and employees shall not use District -purchased supplies or equipment to conduct internal Union business. Notwithstanding, employees may use the District's email system to request Union representation and for grievance-related communications.

C. The Union and its shop stewards and members will not use District equipment for any purpose prohibited by the Washington State Public Disclosure Commission. Communication that occurs over District-owned systems and equipment is the property of the District and may be subject to public disclosure.

3.7 Bulletin Boards

The District will provide a designated bulletin board and space for the bulletin board for Union communication. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with applicable ethics laws, and clearly identified as Union literature. Union information shall not be posted or otherwise disseminated at any other location in the worksite.

3.8 Time Off for Union Activities

A. Union-designated employees may request to be allowed time off to attend Union-sponsored meetings, training sessions, conferences, and conventions, subject to District approval. If the requested absence is approved, employees may use personal holiday or accrued vacation leave.

B. The Union will give the District a written list of the names of the employees it is requesting to attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

3.9 Contract Negotiations-Release Time

The Union will provide the District a written list of up to three (3) employees serving on the Union contract negotiations team. The District will provide a pool of ninety-six (96) hours of paid release time for allocation among the Union contract negotiations team members. The allocation of the ninety-six (96) hours shall be determined by the Union and may be used for up to 15 minutes of preparation time before each bargaining session. Should the pool become exhausted, the Union shall reimburse the District for additional paid release time taken by Union team members for contract negotiations.

ARTICLE 4
HIRING AND APPOINTMENTS

4.1 Filling Positions

The District will determine when a position will be filled, the type of appointment to be used when filling the position, and the knowledge, skills, and abilities necessary to perform the duties of the specific position. The District shall determine whether a position will be filled on a full-time or part-time basis. Consideration will be limited to individuals who have the knowledge, skills, abilities, and qualifications required for the position.

4.2 Types of Positions

- A. Employee: A person occupying a position and who is paid a salary or wage for services rendered. A new employee must provide necessary documentation to comply with Federal Law (I-9) as legally required.
- B. Regular Employee: Any employee who has been appointed to continuous year-round employment and receives employment benefits.
- C. Casual Employees: Any employee hired for a predetermined period of time (e.g. three to twenty-four months); and/or a specific assignment/grant; and/or a schedule consistently less than 20 hours per week. A casual employee who works less than 20 hours per week is not eligible for benefits other than those required by law.

4.3 Recruitment of candidates

The hiring process begins when a need for a regular employee is identified, whether by a vacancy or as a result of identified deliverables/outcomes.

The job description is reviewed or established, and the position announcement is developed. Advertising may be conducted using various means to solicit candidate applications. The District will strive for diversity, equity and inclusion in their hiring process.

- A. A District Application form shall be obtained from all interested parties. Interviews may be conducted in a manner set forth by the District.
- B. A copy of the offer letter together with the completed application will be filed in the Accounting department as the beginning of the new employee's personnel file. Accounting will prepare a payroll action form for appropriate approvals.
- C. Candidates interviewed will be notified of the hiring decision.

4.4 Opportunities for Bargaining Unit Applicants

The District recognizes the importance of creating and maintaining opportunities for career advancement for qualified bargaining unit employees. When a bargaining unit position

becomes available that the District intends to fill, the District will post the position internally for a minimum of one (1) week before posting the position externally, and an internal candidate's seniority will be given consideration along with job performance and other job-related factors.

4.5 Regular Status

An employee will attain regular status in their position upon successful completion of their probationary period.

4.6 Probationary Period

The Probationary Period for newly hired employees will be six (6) months of continuous employment from the date on which an employee starts in their position. The District may extend a probationary period an additional two (2) months with written notice to the employee explaining the reason for the extension. During the Probationary Period, the employee's employment is at-will and the District may terminate the employee with or without cause, which decision may not be grieved under this Agreement.

The Probationary Period for a promoted or transferred employee will be ninety (90) days from the date of promotion or transfer. If the District determines that the employee has not successfully completed the Probationary Period, the employee shall return to their previous position without prejudice, provided the position remains vacant.

4.7 Casual Employees

A. Prior to the start of a Casual appointment the casual employee will be notified in writing of the conditions of their appointment including:

1. The Employee's date of hire
2. The anticipated duration of their appointment

B. If casual employment exceeds 2080 hours in a 12 consecutive month period, the Casual Employee becomes a Regular Employee entitled to benefits.

4.8 New Employee Orientation

When a new employee is hired into a Union-represented position, the Union will be given an opportunity to have a Union representative speak to the new employee during their first two (2) weeks of employment for up to thirty (30) minutes to provide information about the Union and this Agreement. The District will provide notice to the Union's Council Representative and the Chief Steward of a new employee's hire when the new employee accepts their appointment.

ARTICLE 5
UNION DEDUCTIONS AND STATUS REPORTS

5.1 Notification to Employees

The District will inform new, transferred, promoted, or demoted employees in writing upon appointment into a position included in the bargaining unit of the Union's exclusive representation status and furnish membership materials provided by the Union. The District will inform employees in writing if they are subsequently appointed to a position that is not in the bargaining unit.

5.2 Union Deduction

- A. Within thirty (30) calendar days from when the Union provides written notice of an employee's authorization for payroll deductions in accordance with the terms and conditions of the employee's signed Union membership card, the District will deduct from the employee's wages an amount equal to the dues required to be a member of the Union. The District will transmit the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the District the percentage and maximum dues to be deducted from employees' wages.

5.3 Voluntary Deductions

A. People

- 1. The District agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be submitted in writing by the employee to the District and may be revoked by the employee at any time by giving written notice to the District. The District agrees to remit electronically, on each payday, any deductions to the PEOPLE program together with an electronic report showing:
 - a. Employee name;
 - b. Amount deducted for P.E.O.P.L.E.

5.4 Status Reports

- A. No later than the tenth (10th) of each month, the District will provide the Union with a report in an electronic format of the following data, if maintained by the District, for employees in the bargaining unit:
 - 1. Employee name;
 - 2. Last four digits of social security number;
 - 3. Work phone number;
 - 4. Work e-mail address (if available);

5. Position title;
6. Hire date;
7. Monthly wage;
11. Separation date;
11. Deduction amount;
12. Overtime eligibility designation.

- B. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.
- C. The Union will indemnify the District for any violations of employee privacy committed by the Union pursuant to this Section.

5.5 Revocation

An employee may revoke their authorization for payroll deductions of payments to the Union by written request to the Union in accordance with the terms and conditions of their signed membership card. Upon receipt by the District of confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll.

5.6 Indemnification

The Union agrees to indemnify and hold the District harmless from all claims, demands, suits or other forms of liability that arise against the District for or on account of compliance with this Article and any and all issues related to the deduction of dues or fees.

ARTICLE 6 GRIEVANCE PROCEDURE

6.1 Objective

The Union and the District agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the District encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for resolution.

6.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement impacting an employee's wages, hours, or working conditions, which occurred during the

term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. The term "days" as used in this Article means calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking. Grievances, appeals, and responses may also be submitted electronically and will be considered received on the date submitted electronically.

D. Failure to Meet Timelines

Failure by the Union to pursue the grievance within the timelines will be considered abandonment of the grievance. Failure by the District to comply with the timelines will result in the grievance automatically advancing to the next step.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific article and section of the Agreement violated;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name of the grievant, or the group if it is a group grievance; and
7. The name and signature of the Union representative.

Failure by the Union to describe the steps taken to informally resolve the grievance at the time of filing will not be the basis for invalidating the grievance.

F. Resolution

If the District provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

G. Withdrawal

A grievance may be withdrawn at any time.

H. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

I. Pay

Release time will be provided to grievants and Union stewards in accordance with Article 3, Union Rights and Activities.

J. Consolidation

The District may consolidate grievances arising out of the same set of facts.

K. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

L. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees.

6.3 Filing and Processing

A. Filing

A grievance must be filed within thirty (30) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This thirty (30) day period will be used to attempt to informally resolve the dispute.

B. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to attempt to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article shall be temporarily suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

C. Processing

Step 1- Executive Director or Designee

If the issue is not resolved informally, the Union may present a written grievance to the District's Executive Director or designee within the thirty (30) day period described above. The Executive Director or designee will meet or confer by

telephone with a Union steward and/or Union staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting or conference.

Step 2 – Mediation

If the grievance is not resolved at Step 1, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020 with a copy to district’s Executive Director within thirty (30) days of the Step 1 decision.

Step 3 - Arbitration:

If the grievance is not resolved at Step 2 or the parties agree to bypass Step 2, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the Public Employment Relations Commission (PERC) and sent to District’s Executive Director within thirty (30) days of the Step 2 mediation session or written agreement to bypass Step 2.

D. Selecting an Arbitrator

The parties can mutually agree to have a PERC staff member assigned as an arbitrator. If mutual agreement is not sought or cannot be reached to use a PERC staff member as an arbitrator, the Union will request a list of 9 arbitrators from PERC. The parties will alternately strike names from the list in order to identify the arbitrator to hear the grievance. The order of striking will be determined by a coin toss.

E. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it.
2. The decision of the arbitrator will be final and binding upon the Union, the District and the grievant.

F. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the arbitrator’s cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties. If the cancellation is a result of factors outside

the control of either party, then the cancellation costs will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used at that party's expense and a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay half of the court reporter's costs.
4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of its case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

6.4 Successor Clause

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions of this Agreement.

ARTICLE 7 DISCIPLINE

- 7.1 The District will not discipline any regular employee without just cause.
- 7.2 Discipline includes oral and written reprimands, suspensions without pay, demotions, and discharges. Oral reprimands will be identified as such and, if documented, such documentation will be placed in the personnel file only, subject to removal in accordance with applicable rules. This article does not preclude the District from providing informal feedback related to an employee's performance, counseling, training, and other non-disciplinary measures.
- 7.3 When disciplining an employee, the District, the Union, and employees will protect the privacy of the employee.
- 7.4 The District has the authority to conduct investigations.
- 7.5
 - A. An employee has the right to a Union representative at an investigatory interview called by the District, if the employee reasonably believes discipline could result. An employee may also have a Union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available.
 - B. During an investigation, employees will answer all appropriate questions truthfully and to the best of the employee's knowledge.

- C. The role of the Union representative in regard to District -initiated investigations is to provide assistance and counsel to the employee and not interfere with the District's right to conduct the investigation. Every effort will be made to cooperate in the investigation.
 - D. The District will notify and advise the employee with updates of the status of the investigation every thirty (30) calendar days until the investigation is complete. Upon notification that the Union is representing the employee for purposes of the investigation the District will provide simultaneous notification to the Union.
- 7.6 An employee placed on an alternate assignment during an investigation will not be prohibited from contacting their Union steward unless there is a conflict of interest, in which case the employee may contact another Union steward. This does not preclude the District from restricting an employee's access to the District's premises.
- 7.7 Prior to imposing discipline, except oral or written reprimands, the District will inform the employee and the Union staff representative in writing of the reasons for the contemplated discipline and an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the Union staff representative on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the District, or in writing if the employee prefers. A pre-disciplinary meeting with the District will be considered time worked.
- 7.8 The District will provide an employee with at least fifteen (15) calendar days' written notice prior to the effective date of a demotion.
- 7.9 The District will provide the Union with a copy of any disciplinary letters.
- 7.10 The District has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 6.

**ARTICLE 8
EMPLOYEE FILES**

- 8.1 The District will maintain one (1) official personnel file for each employee. Human Resources will maintain the personnel file. This will not preclude the maintenance of all files and records as needed by the District.
- 8.2 Each employee has the right to review their personnel file. The District will determine the location of all employee files. Written authorization from the employee is required before any representative of the employee will be granted access to employee files. Review of employee files will be in the presence of a District representative during business hours. The employee and/or representative may not remove any contents.
- 8.3 An employee may request to insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance, such as proof of training

and letters of recognition from the community. The District will not unreasonably deny such a request. An employee may provide a written rebuttal to any performance evaluation in their official personnel file that they consider objectionable.

- 8.4 Alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from an employee's personnel file.
- 8.5 When documents in an employee file are the subject of a public disclosure request under RCW 42.56, the District will provide the employee with a copy of the request at least ten (10) business days in advance of the intended release date per RCW 42.56.250(12).
- 8.6 Employees will be provided a copy of all disciplinary material at the time the materials are included in the personnel file.
- 8.7 Anonymous complaints, not otherwise substantiated, will not be placed in an employee file.
- 8.8 The District will ensure the security and confidentiality of employee files.
- 8.9 Medical files will be kept separate and confidential in accordance with state and federal law.
- 8.10 Removal of Documents
 - A. Records of verbal reprimands and written reprimands will be removed from an employee's personnel file after three (3) years if there has been no subsequent discipline.
 - B. Nothing in this Section will prevent the District from agreeing to an earlier removal date.

**ARTICLE 9
UNION-MANAGEMENT COMMUNICATION COMMITTEE (UMCC)**

9.1 Purpose

The District and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Union-Management Communication Committee (UMCC) will be established. The purpose of the UMCC is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations.

9.2 Committee Meetings

Either party may request a UMCC meeting and propose items for discussion on topics which may include, but are not limited to, administration of the Agreement, changes to

applicable law, legislative updates, resolving workplace problems and/or organizational change. Meetings will occur within thirty (30) calendar days of when they were requested.

The UMCC will meet, discuss and exchange information of a group nature and general interest to both parties.

A. Participation

1. The District and Union will be responsible for the selection of their own representatives. Each party may invite up to two (2) representatives to the meeting, unless otherwise agreed upon. Each party will provide to the other the names of their committee members and items for the agenda at least ten (10) calendar days in advance of the date of the meeting in order to facilitate preparation.
2. Union representatives attending UMCC meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.

B. Meetings

All UMCC meetings will be scheduled on mutually acceptable dates and times. Each party may keep written notes of meetings. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party. Either party may request a caucus during the meeting.

C. Scope of Authority

UMCC meetings will be used for communications between the parties, to share information and to address concerns. The UMCC will have no authority to conduct any negotiations or modify any provision of this Agreement.

ARTICLE 10
SENIORITY

10.1 Definition

- A. Seniority for District employees will be defined as the employee's length of unbroken District service. Part-time employees earn seniority based on a prorated percentage of regular full-time employment (for example, a 0.5 FTE will earn 0.5 service credits per month.) Seniority shall be broken only by resignation, discharge, retirement, or layoff of more than twelve (12) months.

10.2 Ties

If two (2) or more employees have the same unbroken District service date, ties will be broken by random selection administered by the District under the observation of a Union representative.

10.3 Seniority List

A copy of the seniority list will be provided to the Union annually by January 15th each year.

ARTICLE 11
STRIKES/LOCKOUTS

- 11.1 The District and the Union recognize that the public interest requires the efficient and uninterrupted performance of District services. The Union and employees covered by this Agreement shall not go on strike. During the term of this Agreement nothing permits or grants the District the right to lock out its employees.

ARTICLE 12
SAVINGS CLAUSE

12.1 Partial Invalidity

If any court or administrative agency of competent jurisdiction finds any Article, Section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Article, Section or portion.

ARTICLE 13
DISTRIBUTION OF AGREEMENT

- 13.1 The District will post this Agreement electronically on the District website as soon as feasible.
- 13.2 Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on District-purchased paper and District-owned equipment.

ARTICLE 14
MANDATORY SUBJECTS

- 14.1 The District acknowledges its duty to bargain in accordance with RCW 41.56.
- A. The District will send formal notices to the Union via email to MandatoryNotice@WFSE.org. The written notice should include:

1. A description of the intended change;
 2. Who will be affected by the change; and
 3. The date the District intends to implement the change.
- B. Within fourteen (14) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the District has sent the email to MandatoryNotice@WFSE.org. The fourteen (14) calendar day period may be used to informally discuss the matter with the District and to request/gather information related to the proposed change.
- C. In the event the Union does not request negotiations the District may implement the changes without further negotiations unless both parties agree in writing to extend the time.
- D. There may be emergency or mandated conditions that are outside of the District's control requiring immediate implementation, in which case the District will notify the Union as soon as possible.

14.2 Negotiations

- A. The parties will agree to the location and time for the discussions and/or negotiations. The District and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner and will endeavor to schedule negotiations as soon as possible.
- B. Each party is responsible for choosing its own representatives for these activities. The Union will provide the District with the names of its employee representatives as soon as possible in advance of the meeting date.

ARTICLE 15 ENTIRE AGREEMENT

- 15.1 This Agreement constitutes the entire agreement between the parties.
- 15.2 This Agreement supersedes specific provisions of District policies with which it conflicts.
- 15.3 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 16
LAYOFF AND RECALL

16.1

- A. The District will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is a District-initiated action that results in
 - 1. Separation from service;
 - 2. Employment in a position with a lower salary;
 - 3. Reduction in the work year; or
 - 4. Reduction in the number of work hours.

- B. When it is determined that layoffs, other than a temporary layoff, will occur, the District will provide written notice to the Executive Director of the Union, and the WFSE Council Representative with:
 - 1. At least thirty (30) calendar days' notice (this time period may run concurrent with the notice period provided by the District to the employee);
 - 2. An opportunity to meet with affected employees prior to the implementation of the layoff; and

- C. Upon the Union's request, the District will bargain impacts to the bargaining unit. Bargaining will not serve to delay the onset of the layoff.

16.2 Basis for Layoff

- A. The reasons for layoffs include, but are not limited to, the following:
 - 1. Lack of funds;
 - 2. Lack of work; or
 - 3. Organizational change.

16.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their hours of work in order to reduce layoffs. Employees who volunteer to be laid off will have their names placed on the layoff list, provided the District will make the final decision.

16.4 Probationary Employees

Probationary employees will be laid off before regular employees.

16.5 Notification to Employees

- A. Regular employees will receive written notice at least twenty-one (21) calendar days before the effective layoff date. The notice will include:
 - 1. The basis for the layoff;
 - 2. The employee's layoff unit options
- B. The Union will be provided with a copy of the notice.
- C. If the District chooses to implement a layoff action without providing twenty-one (21) calendar days' notice, the employee will be paid their wages for the days that they would have worked had full notice been given.
- D. Employees will be provided up to five (5) calendar days to accept or decline, in writing, any options provided to them. This time period will run concurrent with the twenty-one (21) calendar days' notice provided by the District to the employee.
- E. For purposes of this Article, "days" are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday.

16.6 Options

Employees being laid off will be provided with the three (3) highest paying available options, in descending order, as follows:

- A. A vacant position at the same salary range for which the District has determined the employee has the qualifications, skills and abilities
- B. A vacant position in a lower salary range for which the District has determined the employee has the qualifications, skills and abilities
- C. Solely in the case of a layoff resulting in a separation from service, the employee will also be offered a lower salary range position that the employee previously held, provided the employee has greater seniority than the person occupying the position.

16.7 Recall

- A. Regular employees who are laid off will have their names placed on the layoff list for the position from which they were laid off or bumped. An employee's name will remain on the layoff list for twelve (12) months from the effective date of their layoff.
- B. When a vacancy occurs and where there are names on a layoff list, the District will fill the position with the most senior employee who has the skills and abilities to perform the duties of the position.
- C. Removal from Layoff Lists

An employee will be removed from the layoff list if they waive appointment to a position. In addition, an employee will have their name removed from all layoff lists upon retirement, resignation or discharge from the District.

ARTICLE 17 LICENSURE AND CERTIFICATION

17.1 Conditions of Employment

When a license and/or certification is required as a part of the qualifications for a position prior to the appointment of an employee into the affected position, the employee will be responsible for the initial cost of the license and/or certification. Thereafter, the District will be responsible for maintaining the license and/or certification and for all renewal costs.

17.2 Outside Entity Requirements

When an outside entity, (e.g., by state regulation or local ordinance), requires a new license and/or certification following the appointment of the employee into the affected position, the District will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the District will be responsible for maintaining the license and/or certification and for all renewal costs.

17.3 District Convenience

When a license and/or certification is not required by an outside entity and the District, for its own convenience, requires a new license and/or certification following the appointment of the employee into the affected position, the District will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the District will continue to pay for maintaining the license and/or certification and for all renewal costs.

17.4 Employees will notify their supervisor if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

17.5 Continuing Education Units

Employees in positions that require licensures or certifications with Continuing Education Unit (CEU) requirements may request to do so on work time, based on documentation from the licensure or certification provider, which shall be subject to District approval.

17.6 This Article does not apply to Washington State driver's licenses, which are solely the responsibility of an employee to obtain and maintain at the employee's expense.

ARTICLE 18
SAFETY AND HEALTH

- 18.1 The District, employee and Union have a significant responsibility for workplace safety and health.
- A. The District will provide a work environment in accordance with safety and health standards established by the Washington Industrial Safety and Health Act (WISHA).
 - B. Employees will comply with all safety and health practices and standards established by the District.
 - C. The District and the employees will contribute to a healthy workplace including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The District may place employees on paid administrative leave, or direct employees to use accrued paid leave when employees self-report contagious health conditions.
 - D. The Union will work cooperatively with the District on safety and health related matters and encourage employees to work in a safe manner.
- 18.2 Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. The District will address reported unsafe working conditions and take appropriate action.
- 18.3 The District will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The District will provide employees with orientation and/or training to perform their jobs safely. In addition, if necessary, training will be provided to employees on the safe operation of equipment prior to use.
- 18.4 At least once every two years, the District will conduct an Emergency Preparedness assessment and training.

ARTICLE 19
TOOLS AND EQUIPMENT

19.1 Tools and Equipment

As established by current practices, the District will determine and provide necessary tools and equipment. The District will repair or replace District-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition.

- 19.2 The District will make a reasonable effort to provide prior notice to employees when assigning tasks that require clothing other than normal attire.
- 19.3 Upon this agreement being in effect for current employees, and for newly hired employees going forward, each employee will have or be given the option of selecting a KCD jacket or three of the four options listed below, and then one option from the four options below each year thereafter.
 - 1. KCD hat;
 - 2. KCD polo shirt;
 - 3. KCD long sleeve shirt;
 - 4. KCD fleece.

**ARTICLE 20
HOLIDAYS**

20.1 Paid Holidays

The following days are paid holidays for all eligible employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday following the fourth Thursday in November
Christmas Day	December 25
Two (2) Personal Holidays	

20.2 Holiday Rules

The following rules apply to all observed holidays except Personal Holidays:

- A. When a holiday falls on an employee's regularly scheduled workday, that day will be considered the holiday. When a holiday falls on an employee's regularly scheduled day off, the District will identify an alternative day off (for example, for employees working Monday through Friday, a Saturday holiday will occur on Friday and a Sunday holiday will occur on Monday).
- B. Employees will be paid at a straight-time rate even though they do not work, provided they are not on an unpaid leave of absence.

- C. In addition to Subsection 20.2 A, above, employees will be paid for the hours actually worked on their designated holiday at the overtime rate, only with prior written approval by the Executive Director.
- D. Part-time employees receive a prorated amount of holiday pay based on FTE status.
- E. Holidays are taken on the designated date or forfeited. Holidays cannot be accrued. Holidays that are taken during an employee's vacation will be counted as a holiday rather than a vacation day.

20.3 Personal Holidays

Each employee may select two (2) days on which to take their Personal Holidays after approval by their supervisor. These holidays will be processed for payroll records in the same manner vacation accruals and vacation leave are currently handled. Personal Holidays must be taken in full shift increments. If they are not used in the calendar year they will be forfeited.

20.4 Unpaid Holidays for Reason of Faith or Conscience

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the District as defined by WAC 82-56 or the employee is necessary to maintain public safety.
- B. The District will allow an employee to use compensatory time, Executive Leave, personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, Executive Leave, personal holiday or vacation leave requests must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- C. An employee's seniority date, probationary period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

ARTICLE 21 PERFORMANCE EVALUATION

21.1 Objective

The performance evaluation process gives the supervisor and the employee an opportunity to discuss performance goals and to assess and review the employee's performance with

regard to those goals. As part of this process, supervisors and employees will create a plan to provide support to the employee in their professional development, with the intention that their skills and abilities are aligned with District mission and goals.

21.2 Evaluation Process

1. Formal performance evaluations should be conducted annually.
2. New employees will receive a formal evaluation after three months of their hire date.
3. Prior to the formal review meeting, the employee completes a self-evaluation using the District's Employee Evaluation and Development Plan form.
4. The Employee Evaluation and Development Plan includes:
 - a. Performance Feedback
 - b. Performance Goals and Expectations
 - c. Future Training and Development
 - d. Organizational Support Needs
 - e. Employee promotional and advancement opportunities.
5. The position description will be part of the basis for the performance discussion.
6. Upon completion of the performance review, the supervisor will prepare a written evaluation for the employee, and the personnel file.

21.3 If an employee disagrees with their performance evaluation, the employee has the right to attach a rebuttal.

ARTICLE 22 TRAINING AND EMPLOYEE DEVELOPMENT

- 22.1 The District and the Union recognize the value and benefit of education, training seminars, workshops, and conferences designed to enhance an employee's ability to perform their job duties. Training and all other employee development opportunities will be provided to employees in accordance with District policies and available resources.
- 22.2 The District will continue its current practices related to encouraging and funding participation of represented employees at Washington Association of District Employees (WADE) conferences.
- 22.3 Attendance at district approved education, training seminars, workshops, and conferences will be considered time worked. The District will make reasonable attempts to schedule District approved training during an employee's regular work shift. The District will pay the registration, and associated travel costs for District approved education, training

seminars, workshops, and conferences in accordance with District policies and available resources.

- 22.4 Starting in 2022, each calendar year of this agreement, when approved by the Board, the District will establish and make available a pool equivalent to one thousand dollars (\$1000) per represented employee for the purpose of attending District-approved education, training seminars, workshops, and conferences, excluding WADE.
- 22.5 Employees will communicate their education and training desires annually through the performance evaluation process.
- 22.6 Employees who use District, and/or State tuition reimbursement/waiver programs may request flexible schedules and schedule changes to attend college courses off-duty.

**ARTICLE 23
TRAVEL**

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem), in accordance with District policy.

**ARTICLE 24
VOLUNTEERS AND INTERNS**

The District will utilize volunteers and interns only to the extent they supplement and do not supplant bargaining unit employees. Volunteers and interns will not supervise bargaining unit employees.

**ARTICLE 25
HEALTH CARE COVERAGE AND WELLNESS**

25.1 Health Care Coverage

- A. The District will make available the following monthly allowances for health insurance per full-time employee beginning the first of the month following their date of hire:

Subscriber Only & Waive Medical	Subscriber & Spouse	Subscriber & Child(ren)	Full Family
\$1000	\$1400	\$1375	\$1700

Part-time employees who meet Washington Health Care Authority/PEBB criteria for coverage shall receive a prorated portion of the monthly amount. Employees absent without pay for more than ten (10) working days in a month will receive a prorated monthly allowance, subject to all applicable local/state/federal laws.

- B. Employees shall choose a health plan offered by the District during open enrollment using the District's Benefits and FSA Worksheet. Employees who waive medical for themselves must provide proof of alternative coverage as required by the Affordable Care Act.
- C. Any portion of the monthly allowance leftover will be deposited by the District into the employee's FSA within IRS limits, with a minimum District monthly deposit of \$16. If the employee's health plan election is more costly than their monthly allowance, the employee will pay the difference via payroll deduction.

25.2 Flexible Spending Account

- A. The District will continue to provide a flexible spending account for qualified healthcare and dependent care expenses in accordance with provisions of the Internal Revenue Service.
- B. Each month the District will contribute to employees' flexible spending account in accordance with Article 25.1, beginning the first month after the effective date of this Agreement unless prohibited by FSA plan and/or IRS rules.

ARTICLE 26
DISTRICT CLOSURE

- 26.1 If the District determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operations of the District, the following will govern employees:
- A. Hours that employees are temporarily relieved from all work (including telework) by the District due to inclement weather, natural disaster, or other emergent circumstances will be counted as hours worked.
 - B. If an employee has not been relieved from all work by the District (including telework) but the employee is unable to work because of inclement weather, natural disaster, or other emergent circumstances, the employee shall charge the time absent to the employee's accrued leave.
 - C. An employee unable to work due to inclement weather, natural disaster, or other emergent circumstances must call their supervisor within thirty (30) minutes, or as soon as practical, of the employee's normal beginning time for work.

ARTICLE 27
COMMUTE TRIP REDUCTION

- 27.1 On a trial basis for calendar year 2022, upon request, employees will receive a card for travel known as a "One Regional Card for All (ORCA)" card for fare-free access to local public transportation.

27.2 Telecommuting/Telework

- A. Telework is the practice of using mobile technology to perform required job functions from home or another District approved location.
- B. The District will determine if a position's duties are eligible for telework and the frequency of teleworking.
- C. The District may require an employee to attend meetings in person or come to the office/field on an approved telework day.
- D. All employees will be given the ability to telework a minimum of one (1) day per week. Employees wishing to telework will submit a request to their supervisor. The request will include the number of days per week the employee desires to telework, duties that will be conducted during telework, and technological needs to ensure successful completion of the duties.
- E. The supervisor will meet with the requesting employee to discuss the request and develop a telework agreement.
- F. The District reserves the right to deny, reduce, modify or eliminate an employee telework assignment based on business needs or if there are performance and/or attendance concerns, to include not complying with the terms of a telework agreement. The District will address changes to a telework agreement with the employee. The employer is not responsible for costs, damages or losses resulting from cessation of participation in a telework agreement.

ARTICLE 28 **RESIGNATION**

- 28.1 District employees who voluntarily terminate their employment must give at least two weeks written notice to their supervisor, stating the reason(s) for the resignation.
- 28.2 An exit interview will be offered to employees who provide adequate notice of resignation.
- 28.3 When any employee ceases to work for the District for any reason, the wages due the employee, including any cash out of leave the employee is eligible for, shall be paid no later than the end of the established pay period.

ARTICLE 29 **EMPLOYEE PRIVACY**

29.1 Confidentiality

Except as required by law and as appropriate on a need-to-know basis, employees have the right to confidentiality related to individual performance, personal information and

personnel issues. The District and the Union's members will take appropriate steps to maintain such confidentiality

29.2 Off-Duty Conduct

The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are proven to be detrimental to the operations of the District. Employees will report to their supervisor, program manager or director any arrests, criminal citations, court-imposed sanctions or conditions that are proven to be detrimental to the operations of the District by the start of their next scheduled work shift.

ARTICLE 30 MANAGEMENT RIGHTS

Except as modified by this Agreement, the District retains all rights, powers and duties of management which include, but are not limited to, the right to:

- A. Determine the District's functions, programs, organizational structure and use of technology;
- B. Determine and amend the District's budget and budgetary priorities;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the functions of the District during an emergency;
- E. Determine the District's mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the District;
- G. Determine the location of operations, offices, work sites, including permanently moving or temporarily moving operations in whole or in part to other locations;
- H. Contract for provision of goods or services, other than those customarily and historically performed by bargaining unit employees;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish or abolish positions and determine the skills and abilities necessary to perform
- K. the duties of such positions;
- L. Select, hire, assign, evaluate, retain, promote, and layoff employees;

- M. Discipline and discharge non-probationary employees for just cause;
- N. Develop classifications and determine, prioritize and assign the work to be performed as appropriate for those classifications.

King Conservation District retains the right to operate in accordance with the governing laws and regulations for Conservation Districts including:

- RCW 89.08 Conservation Districts
- RCW 42.30 Open Public Meetings Act
- RCW 42.56 State Public Records Act
- RCW 42.20 Misconduct of Public Officers
- RCW 42.23 Code of Ethics for Municipal Officers
- WAC 135-110 Election and Replacement of Conservation District Supervisors

King Conservation District retains the right to operate in accordance with RCW 41.56 Public Employees' Collective Bargaining. Nothing in this Agreement is intended to conflict with any requirement of these listed statutes and WAC and this Agreement is to be interpreted in a manner consistent with any such requirements.

ARTICLE 31 POSITION RATING PROCESS

31.1 Position Description

A position description will be maintained for every position. The District will conduct reviews of position descriptions as needed, or at the request of any District employee with regard to their respective position. The District will provide to the Union any changes to position descriptions, or created position descriptions for new positions.

31.2 Procedure

- A. When a position is created or undergoes a substantial change, the District will review the position rating to determine the appropriate salary range.
- B. Position descriptions will generally list the primary duties and responsibilities assigned to the position, skills and abilities needed for the position, and essential functions of the position.
- C. If an employee requests clarification or change to their position rating or feels that information provided was incomplete or inaccurate, that employee may present information to the Executive Director or designee.

ARTICLE 32
HOURS OF WORK, OVERTIME, EXECUTIVE LEAVE

32.1 Definitions

A. Workweek

The customary workweek for full-time employees is 40 hours per week and 8 hours per day. The FLSA workweek begins every Sunday at 12:01 a.m. and ends the following Sunday at 12 a.m., unless otherwise specified. Individual workday hours will be specific to the position and established by the District.

B. Nonexempt Employees

Employees who are covered by the overtime provisions of state and federal law.

C. Exempt Employees

Employees who are not covered by the overtime provisions of state and federal law.

D. Full-time Employees

Employees who are scheduled to work forty (40) hours per work week.

E. Part-time Employees

Employees who are scheduled to work less than forty (40) hours per work week.

32.2 Call-In, Late for Work

If an employee knows that they will be late for work or absent, it is the employee's responsibility to contact his or her supervisor as soon as possible.

32.3 Meal and Rest Periods for Nonexempt Employees

A. Employees are allowed an unpaid meal period of either 30 minutes or 60 minutes which commences no less than 2 hours nor more than 5 hours from the beginning of the shift.

B. No employee shall be required to work more than 5 consecutive hours without an unpaid meal period.

C. Employees working 3 or more hours longer than a normal work day are allowed at least one 30-minute unpaid meal period prior to or during the overtime period.

D. Employees may waive their meal period(s) with Supervisor approval.

E. Employees are allowed a rest period of 15 minutes on the District's time for each 4 hours of working time. Rest periods shall be scheduled as near as possible to the

midpoint of the work period, except as provided in section F below. An employee is not required to work more than 3 hours without a rest period.

- F. Where the nature of the work allows employees may take intermittent rest periods equivalent to 15 minutes for each 4 hours worked; scheduled rest periods are not required.

32.4 Alternative Work Schedules

- A. Employees may request an alternative work schedule. Such requests should be submitted in writing to the employee's supervisor. The District has the discretion to approve, deny, modify, and revoke alternative schedules, based on programmatic/customer service/District needs or performance.

32.5 Overtime

- A. Overtime for nonexempt employees must be approved in advance by their supervisor.
- B. Overtime will be paid for work performed in excess of 40 hours per workweek. Paid and unpaid leave does not count toward the 40 hours.
- C. The overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay.

32.6 Compensatory Time for Nonexempt Employees

A. Compensatory Time in Lieu of Cash for Overtime

Upon request by the employee, the District will grant compensatory time in lieu of cash payment for overtime to nonexempt employees. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked. Compensatory time must be used within 90 days of accrual. All compensatory time that is not used within 90 days is subject to being cashed out by the District.

B. Compensatory Time Use

An employee must use compensatory time prior to using vacation leave. Compensatory time must be used and scheduled in the same manner as in Article 34, Vacation Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76.

C. Compensatory Time Cash Out

All compensatory time must be used by December 31st of each year. The employee's compensatory time balance will be cashed out every December 31st or when the employee separates from the District for any reason.

32.7 Executive Leave for Exempt Employees

The parties recognize that the nature of the work of exempt, salaried employees may require work beyond the normal work schedule to meet project needs and workload fluctuations. For exempt employees working substantially in excess of the standard work schedule, the District has the discretion to award up to five (5) days of paid Executive Leave per year. Such an award may be provided without prompting by the District, or upon request by an employee, who shall provide a written statement to the Executive Director or designee with the reasons supporting the request. Executive Leave must be used in the year it is earned, cannot be exchanged for cash payment, and has no value at the time of voluntary or involuntary separation.

32.8 Identification of Exempt Employees

The parties agree to include the topic of the exempt status of current bargaining unit positions to the reopener negotiations for 2022.

New positions added to the bargaining unit will be evaluated by the District to determine exempt status. Exempt employees may be allowed to flex their schedule to accommodate a requirement to attend meetings outside of their regular work hours, special projects and emergency situations, with approval of a supervisor. Exempt employees may take intermittent paid rest periods of approximately 15 minutes for every 4 hours worked and an unpaid meal period of 30 or 60 minutes each workday.

ARTICLE 33
SICK LEAVE

33.1 Sick Leave Accrual

Employees will accrue eight (8) hours of sick leave per month under the following conditions:

- A. Part-time employees accrue sick leave on the same proportional basis that their FTE status bears to a full-time schedule.
- B. Sick leave will not accrue for employees during leave without pay which exceeds ten (10) working days in any calendar month subject to all applicable local/state/federal laws.
- C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

33.2 Sick Leave Use

Sick leave may be used for:

- A. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of the employee's health condition; or preventive medical care of the employee.
- B. The employee's care for a family member with an illness, injury, or health condition; the employee's care for a family member who needs medical diagnosis, care or treatment; or the employee's care for a family member who needs preventive medical care. For purposes of this section, family member is defined as an employee's child (whether biological, adoptive, foster, step-child, or child for whom the employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling.
- C. An absence due to closure of the District by order of public official for any health-related reason, or where an employee's child's school or day care is closed for such a reason.
- D. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, ex-spouse or the employee's ex-mother/father in law when the employee has a related minor child, and corresponding relatives of employee's spouse, significant other or domestic partner.
- E. Childcare emergencies after the employee has exhausted all of their other accrued paid leave. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.
- F. To care for a child under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.

33.3 Use of Compensatory Time, Executive Leave, Vacation Leave or Personal Holiday for Sick Leave Purposes

The District will allow an employee who has used all of their sick leave to use compensatory time, Executive Leave, vacation leave, or a personal holiday for authorized sick leave purposes.

33.4 Restoration of Vacation Leave

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored, which is subject to District approval.

33.5 Sick Leave Reporting and Verification

- A. An employee must promptly notify their supervisor on their first day of sick leave and each day after, unless there is mutual agreement to do otherwise.
- B. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.
- C. The District may not adopt or enforce any policy that counts the use of paid sick leave for an authorized purpose as an absence that may lead to or result in discipline against the employee.
- D. If the District requires an employee to provide verification from a health care provider identifying the need for use of paid sick leave the District must not require that the information provided explain the nature of the condition. If the District obtains any health information about an employee or an employee's family member, the District must treat such information in a confidential manner consistent with applicable privacy laws.
- E. District-required verification may not result in an unreasonable burden or expense on the employee as provided by WAC 296-128-660.

33.6 Separation

Any employee, who has been employed for at least six (6) continuous months will be entitled to payment for 25% of their accrued unused sick leave when they:

- A. Resign,
- B. Retire,
- C. Are laid-off,
- D. Death of the employee, or
- E. Are terminated by the District.

In the event of the death of an employee, a designated beneficiary first, or the estate of the deceased employee if there is no beneficiary, will be entitled to payment for sick leave.

33.7 Carry Forward and Transfer

Employees will be allowed to carry forward, from year to year of service, any unused sick leave allowed under this provision up to seven hundred and twenty (720) hours. Accrued sick leave in excess of the 720-hour carryover maximum will be cashed out at the rate of 25%.

**ARTICLE 34
VACATION LEAVE**

The District believes that vacation leave is a benefit for both the employee and the organization. District employees are encouraged to take leave.

34.1 Accrual

- A. Regular employees begin accruing vacation leave immediately upon hiring, and are eligible to use vacation leave once accrued. Full-time employees shall accrue vacation leave for each month in which they work at least 20 hours per week as follows:

Monthly Accrual Rate	Per year	Years of Employment
10 hours	120	During the first through third year of employment
12 hours	144	During the fourth through seventh year of employment
14 hours	168	During the eighth through eleventh year of employment
15 hours	180	During the twelfth through fourteenth year of employment
16 hours	192	During the fifteenth through the nineteenth years of employment
18 hours	216	During the twentieth and more years of employment

- B. Part-time employees will accrue vacation leave on the same proportional basis that their appointment bears to a full-time appointment.
- C. Employees absent without pay for more than ten (10) working days in a month will not accrue vacation that month.
- D. "Years of Employment" means continuous unbroken service to the District.

34.2 Accrual Maximum

The maximum allowable carryover balance for the sum total of vacation and compensatory time shall be three hundred twenty (320) hours. Beginning in December 2021, the sum total of vacation and compensatory time in excess of 320 hours will be forfeited on December 31 of each year.

34.3 Vacation Scheduling

- A. All vacation leave is to be approved by the supervisor, in advance. Leave requests may be denied or alternative times for leave specified when it is in the best interest of the District to do so, such as low levels of staffing, impending work deadlines,

and emergencies. Vacation leave will be approved or denied as soon as possible, but in no case more than ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing.

34.4 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, WAC 296-130.

34.5 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77.

34.6 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

34.7 Use of Vacation Leave for Sick Leave Purposes

The District will allow an employee who has used all of their sick leave to use vacation leave for sick leave purposes.

34.8 Emergency Childcare

Employees may use vacation leave for childcare emergencies after the employee has exhausted all of their accrued compensatory time not to exceed four (4) days per year.

34.9 Carry Forward and Transfer

Employees will be allowed to carry forward, from year to year of service, any unused vacation leave allowed under this Article.

34.10 Separation

Any employee, who has been employed for at least six (6) continuous months will be entitled to payment for vacation leave when they:

- B. Resign,
- C. Retire,
- D. Are laid-off, or
- E. Are terminated by the District.

In addition, a designated beneficiary, or the estate of a deceased employee if there is no beneficiary, will be entitled to payment for vacation leave upon the death of an employee.

34.11 Vacation Leave Cash Out

A. Eligibility

1. An employee must be employed by the District for a period of no less than one year.
2. An employee may request to cash out accrued and unused vacation leave in an emergency situation.
3. An employee may utilize this benefit a maximum of once every two years.
4. An employee may exercise this benefit with the approval of the Executive Director or designee.
5. Emergency situations are events that impose an immediate hardship on an employee that could not reasonably have been planned for in advance.

B. Procedure

A District employee wishing to cash-out a portion of their vacation leave in a situation of need should do the following:

1. Make the request in writing to the Executive Director or designee of the District indicating the number of hours the employee wishes to cash-out.
2. The Executive Director or designee of the District will respond to the request within three (3) working days. Any denials will be done in writing and will state the reason for the denial.
3. The payment for the cash out will be made as soon as practicable, but no later than the end of the next pay period.

ARTICLE 35
MISCELLANEOUS LEAVE

35.1 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law shall turn the time-loss check over to the District, which will be used to replenish sick leave taken during that period.

35.2 Bereavement Leave

- A. Up to five (5) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined for this purpose as mother, father, stepmother, stepfather, sister, brother, mother-in-law, father-in-law, domestic partner's mother, domestic partner's father, spouse, domestic partner, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee or a child for whom the employee provided care as a foster parent or guardian.

- B. Sick leave may be used for the death of a family member. In addition, the District may approve an employee's request to use compensatory time, vacation leave, personal holiday, or leave without pay for nonexempt employees for the purposes of bereavement and in accordance with this Agreement.

35.3 Jury Duty Leave

An employee called for jury duty will be paid for up to ten (10) working days of required jury duty service. An employee will sign over to the District any compensation paid to them for their jury duty service during that period. An employee will inform the District when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands.

35.4 Military Leave

Military leave will be provided as required by law.

35.5 Leave without Pay

- A. Leave without pay will be granted as required by law. Additionally, employees may request leave without pay by submitting a written request to the Executive Director or designee. The Executive Director or designee will grant or deny the request in writing.

ARTICLE 36 FAMILY AND MEDICAL LEAVE

36.1 Maternity/Paternity Leave

Up to three (3) months of unpaid leave is available for the parent of a newborn child or newly adopted child. Such leave must be taken within the first twelve (12) months following the birth or placement of the child, and the employee must use his or her accrued paid leave before leave without pay. Employees shall notify the District at least 90 days prior to the commencement of the leave, or in the case of an adopted child, as soon as the need is known. Intermittent maternity/paternity leave is not permitted. Maternity/Paternity Leave runs concurrently with Washington State Paid Family Medical Leave (PFML) unless otherwise approved by the District.

36.2 Pregnancy Disability Leave

Pregnant employees are entitled to receive unpaid leave for the duration of an actual disability due to pregnancy, childbirth, or related medical conditions. Employees should provide written notice of the intended leave dates at least 30 days in advance of the leave or as soon as possible in the case of an emergency. Medical certification relating to such disability shall be required. Pregnancy leave is for the period of disability only and not for child rearing after the disability ends. Employees must use their accrued paid leave before

leave without pay. Pregnancy Disability Leave runs concurrently with Washington State Paid Family Medical Leave (PFML) unless otherwise approved by the District.

36.3 Washington Paid Family Medical Leave (PFML) Program

The Washington Paid Family and Medical Leave Program (RCW 50A) is in effect and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A. In the event that the legislature amends all or part of RCW 50A, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A, those revisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal. The District will continue its current practice of paying the state-designated employee share of PFML premiums.

ARTICLE 37 SHARED LEAVE

37.1 Shared Leave

The District allows employees to come to the aid of another District employee by donating accrued leave when an employee has been called to service in the uniformed services; or when an employee suffers or has a relative suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment. For the purposes of this Article, a relative is any person who is an immediate family member of a current employee, including a spouse, domestic partner, children, parents, or other individuals with whom the employee stands in loco parentis. Shared leave will be allowed when approved by the Board of Supervisors.

Employees may donate vacation leave if this does not cause their vacation leave balance to fall below 80 hours. Employees may donate sick leave if this does not cause their sick leave balance to fall below 160 hours. Donations are converted for use by the receiving employee based on the monetary value of the donated hours. Any portion of the donated leave that is not used by the receiving employee shall be returned to the donating employee.

ARTICLE 38 DISABILITY SEPARATION

38.1 Disability Separation

- A. An employee with permanent status may be separated from service when the District determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the District based on an employee's written request for disability separation or after obtaining a written statement from a licensed physician or licensed mental health

professional. The District can require an employee to obtain a medical examination, at the District's expense, from a licensed physician or licensed mental health professional of the District's choice. Evidence may be requested from the licensed physician or licensed mental health professional regarding the employee's limitations.

- B. When the District has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available vacant position for which they qualify, or the employee requests separation due to disability, the District may immediately separate the employee.
- C. The District will provide assistance to individuals separated and seeking reemployment under this Article for twelve (12) months. If reemployed, upon successful completion of the employee's probationary period, the time between separation and reemployment will not be considered a break in service for purposes of seniority.
- D. A disability separation is not a disciplinary action. Disability separation at the employee's request is not subject to the grievance procedure.

ARTICLE 39 COMPENSATION

39.1 Wages

- A. Effective on the date this Agreement is ratified by the last party to ratify it, all bargaining unit members certified for representation by the Union by PERC Decision 13086 (dated October 16, 2019) will receive a cost of living increase of 4.03%. On a one-time non-precedent setting basis, the District will pay each such employee a ratification incentive in the form of a lump sum gross wage payment equivalent to (i) 2.43% of the employee's earned salary from January 1, 2020 through December 31, 2020; plus (ii) 1.6% of the employee's earned salary from January 1, 2021 through the date this Agreement is ratified by the last party to ratify it.
- B. Effective on the date this Agreement is ratified by the last party to ratify it, all bargaining unit members certified for representation by the Union by PERC Decision 13245 (dated October 1, 2020) will receive a cost of living increase of 1.6%. On a one-time non-precedent setting basis, the District will pay each such employee a ratification incentive in the form of a lump sum gross wage payment equivalent to (i) 2.43% of the employee's earned salary from January 1, 2020 through January 31, 2020; plus (ii) 1.6% of the employee's earned salary from January 1, 2021 through the date this Agreement is ratified by the last party to ratify it.
- C. The parties agree to reopen this Agreement to bargain wages for 2022, including the topics of ranges, steps, and periodic increases.

39.2 Legally Required Minimum Wages

Employees will be paid no less than the minimum wage required by applicable law.

39.3 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned by the District in writing to perform the full scope of duties and responsibilities for more than ten (10) consecutive calendar days of a higher-paid position will be notified in writing and will receive a premium of five percent (5%) of their base wage for the duration of the assignment.

39.4 Salary Adjustments

The Employer may increase an employee's step within the salary range to address issues related to recruitment, retention, compression, inversion or other business needs.

39.5 Promotion

Upon promotion an employee will be placed in the new range that is not less than a five percent (5%) increase to their pre-promotion salary.

39.6 Demotion

An employee who voluntarily demotes with permission from the District to a position in a different job with a lower salary range will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range maximum, the employee's base salary will be set equal to the new range maximum.

39.7 Payment Intervals

The District will continue its current payroll practices.

39.8 Salary Overpayment Recovery

A. When the District has determined that an employee has been overpaid wages, the Employer will provide written notice to the employee that will include the following items:

1. The amount of the overpayment;
2. The basis for the claim; and
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

Within thirty (30) days of receipt of the notice of salary overpayment, the employee must choose one (1) of the following options for paying back the overpayment:

1. Voluntary wage deduction; or

2. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the District may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the District and employee can agree to an amount that is more than the five percent (5%).

If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified, the Employer will deduct the overpayment owed from the employee's wages over a period of time equal to the number of pay periods during which the overpayment was made. Any overpayment amount still outstanding at separation of employment will be deducted from the earnings of the final pay period.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure of this Agreement.

ARTICLE 40
RETIREMENT

The District offers retirement benefits through the Washington Department of Retirement Systems.

ARTICLE 41
DURATION

This Agreement is effective on the date it is ratified by the last party to ratify it and continues through December 31, 2022.

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

For King Conservation District:



Interim Executive Director Cynthia Setel

Signed this 31 day of March, 2021.

For Washington Federation of State Employees,
AFSCME Council 28, AFL-CIO:

Richard Becker

Richard Becker, Labor Advocate

Signed this 1 day of April, 2021

JT Saperstein

Jacobus Saperstein, KCD Staff

Signed this 1 day of April, 2021

Jessica Saavedra

Jessica Saavedra, KCD Staff

Signed this ___ day of _____, 2021

Alex Martinson

Alex Martinson, KCD Staff

Signed this 1 day of April, 2021