

Master Labor Agreement (MLA) - Appendix 46
Agreement Between King County
And
Service Employees International Union, Local 925
Department of Executive Services - Facilities Management Division
[012]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 1: PURPOSE..... 1
ARTICLE 2: EMPLOYEE CATEGORIES2
ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP4
ARTICLE 4: RIGHTS OF MANAGEMENT5
ARTICLE 5: HOLIDAYS6
ARTICLE 6: VACATIONS7
ARTICLE 7: SICK LEAVE8
ARTICLE 8: MISCELLANEOUS LEAVES.....8
ARTICLE 9: SAFETY9
ARTICLE 10: CONTRACTING OUT 11
ARTICLE 11: WAGE RATES AND OVERTIME12
ARTICLE 12: HOURS OF WORK16
ARTICLE 13: MEDICAL, DENTAL AND LIFE INSURANCE18
ARTICLE 14: MISCELLANEOUS18
ARTICLE 15: DISPUTE RESOLUTION PROCEDURES.....21
ARTICLE 16: REDUCTION IN FORCE AND RE-HIRE.....21
ARTICLE 17: SENIORITY25
ARTICLE 18: EQUAL EMPLOYMENT OPPORTUNITY26
ARTICLE 19: SAVINGS CLAUSE26
ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION.....26
ARTICLE 21: WAIVER CLAUSE.....27
ARTICLE 22: EMPLOYEE RIGHTS.....27
ARTICLE 23: WORK OUTSIDE OF CLASSIFICATION29
ARTICLE 24: UNION REPRESENTATION.....31
ARTICLE 25: PRODUCTIVITY RECOGNITION PROGRAM.....31
ARTICLE 26: DURATION35
ADDENDUM A: WAGES.....36

1 8. Legal; and

2 9. Promotes efficient and effective public service.

3 **ARTICLE 2: EMPLOYEE CATEGORIES**

4 **2.1. Definitions.**

5 **A. Regular Full-time Employee.** An individual employed in a position established
6 in the County budget as an authorized FTE and which will require at least twenty-six (26) weeks of
7 service per year with a work schedule of not less than forty (40) hours per week. Regular full-time
8 employees are career service employees who are not on probation.

9 **B. Regular Part-time Employee.** An individual employed in a position established
10 in the County budget which requires at least twenty-six (26) weeks of service per year at the work
11 schedule established for the position (or would have required twenty-six (26) weeks of service per
12 year at the work schedule established for the position had the position been established on January 1)
13 and which has an established work schedule of less than forty (40) hours per week but at least half
14 time. Regular part-time employees are career service employees who are not on probation.

15 **C. Temporary Employee.** An individual employed in a position which is not a
16 position established in the County budget as an authorized FTE and who works less than one
17 thousand forty (1040) hours.

18 Temporary employees are not career service employees and are not eligible for vacation, sick
19 leave, holiday, medical, dental, or other insurance benefits. Temporary employees are eligible for
20 participation in the Public Employees Retirement System as provided by State Law.

21 **D. Term-Limited Temporary Employee.** A term-limited temporary is a temporary
22 employee who is employed in a term-limited temporary position. Term-limited temporary employees
23 are not members of the career service. They may not be employed in term-limited temporary
24 positions longer than three years beyond the date of hire, except that for grant-funded projects, capital
25 improvement projects, and information systems technology projects the maximum period may be
26 extended for up to five years upon approval of the Director of the Human Resources Division (HRD).

27 **E. Seasonal Employee.** A temporary employee in a position (for) which:

28 **1.** Is not a position established in the County budget as an authorized FTE;

- 1 2. Will require less than one thousand forty (1040) hours in a calendar year;
2 and
3 3. The need exists at regular, predictable intervals during the year.

4 Seasonal employees are not eligible for vacation, sick leave, holiday, medical, dental, or other
5 insurance benefits. They are eligible for participation in the Public Employees Retirement System as
6 provided by State Law.

7 **F. Lead Worker.** In addition to performing the regular duties of the assigned
8 classification, the Lead worker has responsibility for regularly assigning, scheduling and reviewing
9 work within the work unit, including performing formal and informal inspections, reporting problems
10 to the supervisor, and providing guidance and training to others in the assigned work unit. Under the
11 direction of a supervisor, the Lead may be called upon to assist in the hiring process and to provide
12 input to the supervisor prior to any performance evaluations.

13 **2.2. Regular or Temporary Employment.** For work performed by County employees
14 represented by this Agreement, the County and the Union have the common goal of maintaining a
15 stable, qualified work force. To this end, the following principles will guide the assignment of work
16 to employees represented under this Agreement, when such work is performed by County employees.

17 **A.** Work that is year-round in nature, requiring employees with consistent and defined
18 skills, should be performed by regular full-time or regular part-time career service employees.

19 **B.** The following work may be performed by part-time, temporary (including term-
20 limited temporary), or seasonal employees. Work that is:

- 21 ● seasonal or cyclical in nature
- 22 ● time-limited
- 23 ● project specific
- 24 ● requiring specific skills that are not available in the County's regular work
25 force; or
- 26 ● requiring an employee to work less than half-time.

27 **C.** In fulfilling these principles, the County will develop and maintain staffing plans
28 that define the work being assigned to regular full-time or regular part-time career service and

1 temporary (including term-limited temporary) or part-time employees.

2 **2.3. Supplements to Regular Work Force.** Pursuant to MLA Article 17 and the following:
3 Seasonal employees are supplementary to the regular work force and shall not be used to supplant
4 regular full-time or regular part-time positions or undermine the integrity of the bargaining unit.
5 These employees are employed at will and are part of the bargaining unit and subject to the terms of
6 this Agreement.

7 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

8 **3.1. Union Recognition.** The County recognizes SEIU Local 925 as representing its
9 members whose job classifications are listed in the attached Addendum A.

10 **3.2. Union Membership/Representation Fee.** It shall be a condition of employment that all
11 employees covered by this Agreement who are members of the Union in good standing on the
12 effective date of this Agreement shall remain members in good standing and those who are not
13 members on the effective date of this Agreement shall become and remain members in good standing
14 in the Union or pay an agency fee. It shall also be a condition of employment that all employees
15 covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective
16 date shall, on the thirtieth (30th) day following the beginning of such employment, become and
17 remain members in good standing in the Union or pay an agency fee.

18 **3.3. Religious Tenets or Beliefs.** Nothing contained in this Article shall require an employee
19 to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or
20 beliefs that prohibit the payment of dues or initiation fees to union organizations. Such employee
21 shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious
22 charitable organization mutually agreed upon by the employee and the Union to which such
23 employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof
24 that such payment has been made.

25 **3.4. Dues Deduction.** Upon receipt of written authorization individually signed by a
26 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
27 of dues or representational fees as certified by the secretary-treasurer of the Union and transmit the
28 same to the Union. The Union will indemnify, defend and hold the County harmless against any

1 claims made and against any suit instituted against the County on account of any check-off of dues
2 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
3 of the check-off provision upon presentation of proper evidence thereof.

4 **3.5. Cause for Discharge.** Failure by an employee to abide by the above provisions shall
5 constitute cause for discharge of such employees; provided that when an employee fails to fulfill the
6 above obligations the Union shall provide the employee and the County with a thirty (30) day
7 notification of the Union's intent to initiate discharge action and during this period the employee may
8 make restitution in the amount which is overdue.

9 **3.6. Membership Application.** The County will require all new employees hired into a
10 position included in the bargaining unit to sign a form (in triplicate) which will inform them of the
11 Union's exclusive recognition. One copy of the form will be retained by the County, one by the
12 employee and the original sent to the Union. The County will notify the Union of any employee
13 leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

14 **3.7. Bargaining Unit List.** Pursuant to MLA Article 20 and the following: The County will
15 transmit to the Union twice a year, upon written request, a current listing of all employees in the unit.
16 Such list shall indicate the name of the employee, wage rate, job classification, work shift, location,
17 and unit.

18 **3.8. COPE Payroll Deduction.** The County shall, upon receipt of a written authorization
19 form that conforms to legal requirements, deduct from the pay of a bargaining unit employee the
20 amount of contribution the employee voluntarily chooses for deduction for political purposes and
21 shall transmit the same to the Union.

22 **ARTICLE 4: RIGHTS OF MANAGEMENT**

23 **4.1. Management Rights.** The management of the County and the direction of the work
24 force is vested exclusively in the County subject to the terms of this Agreement. Except to the extent
25 there is contained in this Agreement express and specific provisions to the contrary, all power,
26 authority, rights and jurisdictions of the County are retained by and reserved exclusively to the
27 County, including, but not limited to, the right to manage the work of employees, to discipline,
28 transfer, and evaluate employees; to determine and implement methods, means and assignments,

1 establish classifications and select personnel by which operations are to be conducted, including
2 staffing levels; and to initiate, prepare, modify and administer the budget.

3 **4.2. Release from Work.** When the County has no work available for employees in specific
4 classifications, nothing in this Agreement shall prohibit the County from assigning such employees to
5 perform other work as directed or, in absence of other necessary work, to send the employee home.
6 The County agrees to make a good faith effort and exhaust all reasonable options for alternate
7 assignment prior to sending an employee home. Additionally, prior to sending an employee home,
8 the County may seek volunteers. Employees who are released may use vacation leave to cover lost
9 hours.

10 **4.3. Performance Evaluations.** The County may conduct performance evaluations at least
11 annually as part of a systematic and equitable employee performance management system.

12 **ARTICLE 5: HOLIDAYS**

13 Pursuant to MLA Article 10 and the following:

14 **5.1. Overtime Calculation.** Holidays paid for but not worked shall be recognized as time
15 worked for purposes of determining weekly overtime for all employees.

16 **5.2. Holiday Premium.** Work performed on holidays shall be paid at a premium rate of one
17 and one-half (1-1/2) times the regular rate.

18 **5.3. Prorated Holiday Benefit.** Employees shall receive the regular holiday pay prorated in
19 accordance with their regular schedule. For example:

20

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
20.0	48.0	4.0 hours
40.0	96.0	8.0 hours

21
22
23
24

25 **5.4. Augmenting Holiday Pay.** If an employee's regularly scheduled work hours exceed the
26 number of holiday hours earned on any non-work holiday, the employee shall have the option of
27 using accrued vacation hours to allow total compensation hours to equal the number of hours in the
28 regular work schedule.

1 **5.5. Work on a Holiday.** Employees who work on a holiday have the option of earning
2 compensatory time at 1-1/2 times the regular rate of pay in lieu of receiving premium pay of 1-1/2
3 times the regular rate of pay. Holiday hours accrued under this section will not count as hours
4 worked for the purpose of determining weekly overtime in the week they are accrued.

5 **ARTICLE 6: VACATIONS**

6 Pursuant to MLA Article 35 and the following:

7 **6.1. Rate of Pay for Use or Cash-Out of Vacation Leave.** For purposes of this Article,
8 employees using accrued vacation shall be paid for such vacation at the base rate of pay in effect at
9 the time of vacation or upon termination, provided that special assignments shall not be considered to
10 be a part of the base rate.

11 **6.2. Increments of Vacation Leave.** Vacation leave may be used in one quarter hour
12 increments, at the discretion of the appointing authority.

13 **6.3. Impact of Unpaid Absence on Accrual.** No employee shall earn the equivalent of one
14 month's vacation credit during a month when the employee is absent without pay more than three
15 working days.

16 **6.4. Accrual Above Maximum.** Pursuant to MLA Article 9.

17 **6.5. Scheduling.**

18 A. All vacation preferences shall be made on the designated form.

19 B. Vacation preference requests for a period beginning May 1 and ending the
20 following April 30 must be received by management no later than April 1. The vacation schedule
21 shall be posted on or before May 1.

22 C. Vacation preference requests shall be granted on the basis of classification
23 seniority provided that operations are properly staffed at all times.

24 D. Vacation preference requests may be made in increments ranging from one-half
25 hour's duration up to and including the maximum accumulation available.

26 E. Vacation preference requests shall contain a maximum of five (5) time periods or
27 increments, not to total more than the number of days accumulated, listed in order of priority to the
28 individual. Employees shall, on the basis of classification seniority, be entitled to approval for only

1 one (1) increment at a time. Employees not granted their first priority increment shall have their
2 second priority granted on the basis of seniority. Seniority shall also be applied to third, fourth, and
3 fifth priority requests until all available vacation time is scheduled.

4 F. Vacation requests received after April 1 of a given calendar year shall be approved
5 in order of their receipt provided that operations are properly staffed at all times.

6 G. Classification seniority shall not be used to gain approval of a vacation period that
7 includes the same holiday in two (2) succeeding years.

8 **ARTICLE 7: SICK LEAVE**

9 Pursuant to MLA Article 34 and the following:

10 **7.1. Use of Sick Leave.**

11 A. Sick leave may be used in one-quarter (1/4) hour increments at the discretion of
12 the employee's immediate supervisor.

13 **7.2. Family Care.** Pursuant to MLA Article 11.

14 **7.3. Family and Medical Leave.** Pursuant to MLA Article 11.

15 **ARTICLE 8: MISCELLANEOUS LEAVES**

16 **8.1. Donation of Vacation and Sick Leave Hours.** Pursuant to MLA Article 6.

17 **8.2. Bereavement.** Pursuant to MLA Article 8.

18 **8.3. Volunteer Service Leave.** Pursuant to MLA Article 4.

19 **8.4. Leave of Absence for Union Work.** Pursuant to MLA Article 22.

20 **8.5. Jury Duty.** Pursuant to MLA Article 5.

21 **8.6. Internal Hiring Examinations.**

22 An employee eligible for paid leave will be entitled to necessary time off with pay for the
23 purpose of participating in County qualifying or promotional examinations. This will include time
24 required to complete any required interviews.

25 **8.7. Military Leave.** Pursuant to MLA Article 2.

26 **8.8. Unauthorized Leave.**

27 Being absent without authorized leave shall be considered as an automatic resignation. Such
28 a resignation may be rescinded by the Division Manager if the employee presents satisfactory reasons

1 for his/her absence within three (3) calendar days of the date his automatic resignation became
2 effective.

3 **8.9. Leaves of Absence Without Pay.** Pursuant to MLA Article 3.

4 **8.10. Return to Work Following Medical Leave.** Pursuant to MLA Article 11.

5 **ARTICLE 9: SAFETY**

6 **9.1. Commitment to Safety.** The County shall provide and maintain a safe and healthful
7 workplace and comply with all state and federal laws, rules, and regulations pertaining to workplace
8 safety and health.

9 **9.2. Workers' Responsibility.** Employees shall follow the safety and health rules, wear
10 and/or use all required gear and equipment provided by the County, and participate in County-
11 provided safety training.

12 **9.3. Equipment.** No employee shall be required to use equipment which is not in a safe
13 condition. In the event an employee discovers or identifies unsafe equipment, s/he will immediately
14 notify the immediate supervisor in writing. Said equipment shall be repaired or replaced if the
15 County determines the equipment to be unsafe. At such time as the County determines the equipment
16 to be safe, the employee will be advised.

17 **9.4. Reporting on Safety Hazards.** It is the responsibility of all employees to report safety
18 hazards on a timely basis. "Record of Hazard Observed" forms will be available to all employees in
19 a conspicuous area. When a safety hazard is observed, the employee shall document the hazard on a
20 "Record of Hazard Observed" form, and turn the form in to his/her immediate supervisor for
21 investigation and correction.

22 **9.5. Remediating Safety Hazards.** Once notice of a hazard has been received by the
23 supervisor, s/he will investigate the situation and make correction within three (3) working days or as
24 soon as practicable. In the event more than three (3) working days are needed, upon the Union's
25 request, the supervisor will provide a written explanation to the reporting employee and the shop
26 steward as to the reasons for the delay and the anticipated date of correction.

27 **9.6. Safety Committee.** A Safety Committee, consisting of an equal number of employer-
28 selected and employee-elected members, shall meet at least bimonthly. The Safety Committee shall

1 have the following responsibilities:

2 A. Review the safety and health inspection reports to assist in correction of identified
3 unsafe conditions or practices.

4 B. Evaluate accident investigations conducted since the last meeting to determine if
5 the cause of the unsafe acts or condition involved was properly identified and corrected.

6 C. Evaluate the accident and illness prevention program and make recommendations
7 for improvement where indicated.

8 D. Evaluate and recommend training and equipment needs.

9 Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Boards and
10 filed in accordance with WISHA regulations. A liaison from this Committee shall regularly
11 participate in the SEIU Local 925 FMD Labor Management Committee meetings. Safety Committee
12 members shall be in pay status for time spent in meetings.

13 **9.7. Refusal to Work Under Unsafe Conditions.** Employees may refuse to work in
14 situations where there is reasonable cause to believe that doing so would present an imminent danger
15 in which death or serious injury could happen immediately.

16 **9.8. Workers' Right to Know.** Material Safety Data Sheets (MSDS) will be available for
17 reference and review in a conspicuous area accessible to all affected employees.

18 **9.9. Safety Inspections.** Where feasible, a shop steward will accompany Safety Inspectors
19 on worksite inspections and participate in opening/closing conferences without loss of pay and
20 benefits.

21 **9.10. Safety Bulletin Board.** There shall be a safety bulletin board in every building where
22 there are at least eight (8) bargaining unit members. The bulletin boards will be sufficient in size to
23 display required posters, accident statistics, Safety Committee meeting minutes, and safety
24 educational materials.

25 **9.11. No Discrimination.** No employee will be disciplined, discriminated against, or
26 otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as
27 a witness in a safety investigation.

28 **9.12. Personal Protective Equipment.** Pursuant to MLA Article 32.

1 **ARTICLE 10: CONTRACTING OUT**

2 Pursuant to MLA Article 16 and the following:

3 **10.1. Custodial Work.** Beginning March 31, 2006, existing Building Services contracts for
4 custodial work will not be renewed and the work will be assigned to bargaining unit members.
5 Unless the parties agree to an exception or extraordinary circumstances exist, when FMD becomes
6 responsible for new or additional facilities and/or work, the custodial work will be assigned to
7 bargaining unit members.

8 **10.2. Non-Custodial Work.**

9 **10.2.1.** Upon implementation of the Agreement, the parties will agree upon a schedule
10 to jointly review existing Building Services contracts that encompass a non-custodial body of work
11 historically performed by bargaining unit members. The parties will utilize the LMC for the joint
12 review. The County's intent is to assign bargaining unit members to perform that body of work
13 whenever possible. The review process shall evaluate whether

14 --employees possess the necessary skills;

15 --employees possess any required licenses and/or certifications;

16 --the County owns or could readily and feasibly obtain the necessary equipment;

17 --travel to remote locations for small pieces of work would be prohibitively costly;

18 --safety or liability issues exist; and

19 --performing the work in-house would not be practicable or feasible due to some other
20 extenuating circumstance.

21 **10.2.2.** If FMD becomes responsible for new or additional facilities and/or work
22 where the maintenance needs include a non-custodial body of work historically performed by
23 bargaining unit members, FMD will assign the work to bargaining unit members in the absence of an
24 extenuating circumstance. If an extenuating circumstance may be present, the parties will convene an
25 LMC meeting to review the matter, using the above criteria.

26 **10.3. Community Corrections Work Program.** The County agrees not to assign to the
27 Community Corrections program the work normally performed by bargaining unit members if the
28 assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining

1 unit. FMD will provide the LMC with quarterly updates of work the Community Corrections crew is
2 performing. Prior to expanding the work of the Community Corrections crew to performing work
3 historically performed by bargaining unit members on an ongoing, regular basis, the County will
4 bargain such expansion.

5 **ARTICLE 11: WAGE RATES AND OVERTIME**

6 Pursuant to Total Compensation, MLA Article 29 and the following:

7 Wage Addendum statement.

8 **11.1. Step Movement.** All regular full-time and regular part-time employees who are not at
9 Step 10 or on probation will advance to the next higher step on the salary range on January 1 of each
10 year of the Agreement.

11 **11.2. Lead Worker.** An employee designated in writing by the Division Director/designee
12 as "lead worker" shall receive a seven percent and one half (7.5%) premium in addition to the base
13 wage for all time so assigned.

14 **11.3. On-Call.** Pursuant to MLA Article 33.

15 **11.4. Schedule Changes.** All hours worked by an employee required to work a special
16 schedule or to change his/her shift, absent five (5) work days advance written notice as provided in
17 Article 12.5, shall be compensated as overtime at one and one-half (1-1/2) times the regular rate of
18 pay; provided, however, in a case where snow removal, flood control, and/or sanding operations have
19 been anticipated and "alert" or "standby" status advance warning has been given or in a case where a
20 special schedule is needed to respond to conditions or circumstances beyond the control of the
21 County, overtime pay shall not be required under this section; provided further, an employee who
22 voluntarily accepts a training opportunity with less than five (5) days' notice of a schedule/shift
23 change may adjust his/her schedule and shall not be eligible for overtime under this section.

24 **11.5. Licenses and Certifications.** Pursuant to MLA Article 36.

25 **11.6. Shift Differential.**

26 **A. Hazardous Waste.** Hazardous Waste Technicians, Hazardous Waste
27 Surveyor/Project Manager, and Supervising Hazardous Waste Technician shall receive a 10% shift
28 differential for working swing shift during the period 2:00 p.m. through 10:00 p.m. and a 15% shift

1 differential for working graveyard shift during the period 10:00 p.m. through 4:00 a.m.

2 **B. Utility Workers.** When the majority of the hours worked fall on a scheduled shift
3 after 4:00 p.m., the entire shift worked will receive a 10% shift differential. When the majority of the
4 hours worked fall on a scheduled shift after 12:00 a.m. (midnight) the entire shift worked will receive
5 a 15% differential.

6 **11.7. Overtime.** Employees on a five (5) day schedule shall be paid at the rate of time and
7 one-half (1-1/2) for all compensated hours in excess of eight (8) in one day, exclusive of lunch
8 period, or forty (40) in one week. Employees on a four-day schedule shall be paid at the rate of time
9 and one-half for all compensated hours in excess of ten (10) in one day, exclusive of lunch period, or
10 forty (40) in one week. Employees shall be paid at the rate of one and one-half (1-1/2) times their
11 regular rate of pay for all regularly scheduled hours worked during the nine (9) hour period following
12 the end of the employee's previous shift, unless a higher rate applies. Overtime shall be compensated
13 for in cash except as provided in Section 11.12.

14 **11.8. Work Week.** The work week shall be as determined by the County to comply with
15 Fair Labor Standards Act (FLSA) provisions. Saturday and Sunday work is not overtime when it is a
16 regularly scheduled work day for the individual crew unless required by the FLSA.

17 **11.9. Prior Authorization.** All overtime shall be authorized in advance by the Section
18 Manager or his/her designee in writing, except in emergencies.

19 **11.10. Overtime Assignments.**

20 **A.** All employees may volunteer for overtime work. The County will offer overtime
21 work only to those employees who have previously volunteered. If the need for overtime workers
22 exceeds those available within the classification needed, the County will seek volunteers from other
23 classifications who are qualified to perform the work prior to granting the assignment to temporary
24 employees. However, the County reserves the right to assign mandatory overtime work if there are
25 insufficient volunteers or in emergency situations, beginning with the least senior qualified employee
26 in that job classification. Overtime at the end of a shift to complete an assignment and/or project is
27 exempt from this section. In such cases the employee(s) doing the work will complete the day's
28 assignment.

1 **B. Overtime List.** For each classification at a work location, the County will
2 maintain and post a list of employees who have volunteered for overtime work. Work location shall
3 mean the downtown County complex or each outlying County site. Provided, however, all Utility
4 Worker IIs will be placed on a single overtime list.

5 The list will initially be created in seniority order. Offers of overtime work will always be
6 made to the employee at the top of the list. Once an employee is offered overtime work, the
7 employee's name will move to the bottom of the list, whether or not the employee accepts the
8 overtime assignment. All others on the list will move up accordingly. The list will be updated on the
9 first of each month. Each month employees will have an opportunity to be added to the bottom of
10 the overtime list. The lists will distinguish among regular, term-limited, and temporary employees.

11 Overtime will be offered to employees on the overtime lists who are not on leave status and
12 are present at work or contacted by phone when the time the overtime is being scheduled. Employees
13 who are on approved leave status, not present at work or unable to be contacted by phone will
14 maintain their ranking on the rotating lists. Employees who fail to work the overtime they have
15 agreed to work or who call in sick may be removed from the lists for that calendar year at the
16 discretion of the supervisor.

17 **Step 1.**

18 a. For each work location, overtime will first be offered to regular
19 employees on the overtime list.

20 b. If the County is unable to secure volunteers from among regular
21 employees, overtime will then be offered to term-limited employees on the overtime list working at
22 the location in question.

23 c. If the County is unable to secure volunteers from among term-
24 limited employees, overtime will then be offered to temporary employees on the overtime list at the
25 location in question.

26 **Step 2.**

27 If the County remains unable to secure volunteers, the work will be offered to employees at
28 other work locations using the procedure in Step 1.

1 **Step 3.**

2 In the event that Steps 1 and 2 have been exhausted and there are insufficient volunteers to
3 work the overtime needed, the County will assign the overtime to any qualified employees within the
4 bargaining unit.

5 **C. Supported Employees.**

6 Overtime opportunities for custodians in the supported employment program will be
7 evaluated by the LMC outside of the procedure set forth in Step 1(c) above.

8 **11.11. Compensatory Time.** There shall be no practice of compensatory time off unless
9 requested by the employee and agreed to by the Section Manager or designee.

10 **A.** Compensatory time off shall be earned at the rate of one and one-half (1-1/2) times
11 the regular rate.

12 **B.** A maximum of eighty (80) hours of compensatory time may be accumulated.
13 Accrued compensatory time shall be expended within one year from the date when it is earned, or it
14 will be compensated for in cash at the regular rate of pay.

15 **C.** Notwithstanding (B) above, compensatory time off shall be scheduled at a time
16 that does not unduly disrupt the operations of the Section. If federal or state law provides for greater
17 benefits for the use of paid leave for family care, the applicable law will apply.

18 **11.12. Call Out.** Pursuant to MLA Article 33.

19 **11.13. Special Schedule.** Specially scheduled working hours will be compensated at one and
20 one-half (1-1/2) times the regular rate. In the event this specially scheduled work is accomplished
21 prior to the normal working hours and the employee subsequently works his/her regular shift, the
22 regular shift shall be compensated at regular pay.

23 **11.14. Emergency Call Outs.** Emergency call outs with less than two hours' notice shall be
24 paid at two (2) times the regular rate for a minimum of four (4) hours. In the event this emergency
25 call out work is accomplished prior to the normal working hours and the employee subsequently
26 works his/her regular shift, the regular shift shall be compensated at regular pay.

27 **11.15. Hours Worked.** For purposes of this Article, "hours worked" means all compensated
28 hours.

1 **11.16. Utility Worker and Inventory Purchasing Specialist Re-opener.**

2 If, during the term of this Agreement, the County enters into an agreement with the Joint
3 Crafts Council implementing a higher pay range for the Utility Worker I, Utility Worker II, and/or
4 Inventory Purchasing Specialist I classifications than those listed in Addendum A of this Agreement,
5 the range(s) in Addendum A will be adjusted to reflect the same increase, effective the same date.

6 **11.17. Supported Employee Program Review.** Pursuant to MLA Article 13.

7 **ARTICLE 12: HOURS OF WORK**

8 **12.1. Normal Workweek.** The normal work week shall consist of five (5) consecutive work
9 days not to exceed eight (8) hours each to be completed in a nine (9) hour period and not to exceed
10 forty (40) hours per week. Meal periods will be unpaid.

11 **12.2. Split Shifts.** Split shifts will not be scheduled except with the expressed written
12 consent of the employee. Employees will not be required to work both Saturday and Sunday, except
13 in cases of emergency or with the expressed written consent of the employee, unless Saturday and
14 Sunday work is a part of a normal work schedule.

15 **12.3. Alternative and Flex Schedules.** The County agrees in principle to the concept that
16 alternative work schedules/flex time for individual employees should be considered and may be
17 utilized if mutually agreed upon by the employee and the employer. Written requests for alternative
18 work schedules/flex time will be considered and evaluated in terms of the best interests of both the
19 County and the employee. The request will be acted on and returned to the requesting employee. All
20 alternative schedules shall be reduced to writing with copies to the Union and the Human Resources
21 Division.

22 **12.4. Schedule Changes.** The supervisors and lead workers may change the scheduled hours
23 and provide special schedules for special operations such as snow removal, flood control and sanding
24 operations, and other special schedules such as watchmen or other personnel on special activities;
25 provided, however, special clothing and special equipment will be made available for special
26 operations.

27 **12.5. Notice for Special Schedule or Shift Change.** Normally, at least five (5) working
28 days advance written notice shall be given the employee prior to the commencement of a special

1 schedule or shift change, except in the case where snow removal, flood control and sanding
2 operations may be anticipated, in which case an "alert" or "stand-by" status advance warning is
3 sufficient. An employee who works performing tasks considered "special operations" as defined
4 above will have such experience recognized by a letter placed in the personnel file of the employee
5 with a copy to the employee. Shift changes shall not be used to circumvent overtime pay.

6 **12.6. Safety Meetings.** Where regular safety meetings are conducted, employees will be
7 released from work with pay to attend. If necessary, the employee's work schedule will be altered to
8 accommodate their participation during paid working hours.

9 **12.7. Release from Work.** If an employee is scheduled to work but no work exists, the
10 County must notify the employee at least two (2) hours prior to the beginning of the normal shift or a
11 four (4) hour minimum pay will prevail.

12 **12.8. Hours Worked Definition.** For purposes of this Article, "hours worked" shall mean
13 all compensated hours.

14 **12.9. Floor Care Specialist Schedule.** Employees performing Floor Care Specialist duties
15 shall work forty (40) hours a week within a seven (7) consecutive day period, as provided below:

16 **A.** Employees assigned to a five (5) day week shall work five (5) consecutive days of
17 eight (8) hours each.

18 **B.** Employees assigned to a four (4) day week shall work four (4) consecutive days of
19 ten (10) hours each.

20 **12.10. Hazardous Waste Schedules.** For Hazardous Waste Technicians, Hazardous Waste
21 Supervisors and Hazardous Waste Surveyor/Project Managers who work a 4 day/10 hour work week,
22 the following shall apply:

23 **A.** The work week shall consist of four (4) ten (10) hour days with three (3)
24 consecutive days off, two (2) of which shall be Saturday and Sunday.

25 **B.** Participation in the four/ten schedule is voluntary and the employees as a group
26 can request a return to a five (5) day/eight (8) hour schedule.

27 **C.** Division Management has the right to return the employees as a group to an eight
28 (8) hour/five (5) day schedule in the event the four/ten work week does not meet the business needs

1 of the division. Such return shall be subject to the notice requirement in Article 12, Section 5 and the
2 compensation requirements in Article 11, Section 6. In addition, Division management shall
3 officially notify the union in advance and discuss with the union possible alternatives to a return to an
4 eight hour/five day schedule.

5 **D.** The employees recognize there may be a need to revert to an eight (8) hour/five (5)
6 day schedule on a temporary basis to resolve a bona fide hazardous materials emergency. In this
7 event the employees agree to waive their rights as described in Article 11, Section 6. The employees
8 do not waive those rights with respect to arbitrary day to day shifts and/or schedule changes.

9 **E.** If a holiday is officially observed on a Friday that is a normal day off, the holiday
10 will be taken on the last normal work day of that week. If a holiday is officially observed on a
11 Monday that is a normal day off, the holiday will be taken on the next normal work day of that week.

12 **ARTICLE 13: MEDICAL, DENTAL AND LIFE INSURANCE**

13 Pursuant to Article 25.

14 **ARTICLE 14: MISCELLANEOUS**

15 **14.1. Mileage Reimbursement.** Pursuant to MLA Article 24.

16 **14.2. Classification Specifications.** The County shall furnish the Union with specific
17 classification specifications for all classifications in the bargaining unit upon written request. The
18 County shall also furnish the union with job announcements describing the function, scope and
19 complexity of specific positions and the knowledge, abilities and qualifications for the positions. The
20 County will notify the Union of proposed revisions to the classification specifications, and the
21 County and the Union shall meet to review the proposed revisions prior to implementation on written
22 request of the Union.

23 **14.3. Uniforms and Inclement Weather Gear.**

24 **A. Uniforms.** Uniforms and their replacement, excluding maintenance, shall be paid
25 for by the County according to County policy. In the event that the County requires all employees to
26 wear uniforms, the Union and the County will meet to negotiate the impact of a uniform requirement.

27 **B. Inclement Weather Gear.** The County will provide appropriate rain gear for all
28 employees working in inclement weather as needed. Employees are responsible for care and

1 cleaning. Employees may exchange worn or damaged gear on an as needed basis.

2 **14.4. Training.** The County recognizes the mutual benefit to be attained by affording
3 training opportunities to employees relating to their job duties and shall provide information and
4 access to training opportunities, within budgeted appropriations. The training opportunities shall be
5 guided by, but not limited to, the overall objectives of encouraging and motivating employees to
6 enhance their personal capabilities in performance of their jobs. All employees shall have equal
7 access to training. The County may provide employees release time to attend training programs that
8 will be beneficial to their job performance. Notice of all such training opportunities which
9 management deems appropriate will be made available to all employees in writing. If the County
10 requires attendance at such training programs, the County will pay the expenses incurred.

11 **14.5. Procedures Changes.** Changes in written procedural guidelines or other work rules or
12 regulations will be implemented only upon written notification of revisions to the Union. No
13 employee shall be held responsible for violation of a written instruction, regulation, rule or guideline
14 provided oral instructions to do so were received from supervisory personnel.

15 **14.6. Meet and Confer.** Matters of common concern to the parties will be the subject of
16 Meet and Confer discussion upon request of either Section Manager or Union Representative. Such
17 meetings will be scheduled at the mutual convenience of both parties.

18 **14.7. Labor-Management Committee (LMC).** LMC meetings will be held on at least a
19 quarterly basis. The purpose will be to deal jointly with issues of mutual interest and to maintain and
20 improve Labor-Management relations. The LMC does not have the authority to hear active
21 grievances or circumvent the grievance process contained within this Agreement. Further, the LMC
22 may bargain upon agreement by the parties' authorized bargaining agents, who shall be present for
23 bargaining. LMC agendas and minutes shall be distributed to LMC members at least three working
24 days in advance of the meeting. Agenda items shall be submitted by both Labor and Management
25 and shall be limited to items of a group, rather than an individual, interest and concern. The jointly
26 approved minutes shall stand as the official record of decisions made by the LMC. In addition, the
27 LMC will maintain a decision log summarizing all agreements reached by the LMC.

1 **14.8. Work Assignments.**

2 For positions other than vacancies created by reductions in force, employees may submit
3 written requests to be considered for work assignments at different locations or on a different
4 schedule. In the course of making work assignments, management will consider these requests in
5 order of the seniority of the requesting employees. Assignment decisions shall continue to be at
6 management's sole discretion. For purposes of this Section, "assignment" shall mean a specific
7 floor/shift work assignment within a given work location and "work location" shall mean the
8 downtown County complex or each outlying County site.

9 **14.9. Hiring Processes.**

10 **A. Posting.** The County will make information about job openings, including transfer
11 opportunities, available to bargaining unit members. Job announcements and upgrade opportunities,
12 both temporary and permanent, will be posted on all FMD bulletin boards. Additionally, supervisors
13 will distribute information about job opportunities to those employees who work in areas that do not
14 have a bargaining unit bulletin board. The County agrees to routinely (at least quarterly) remind all
15 bargaining unit members of the option of learning of about job opportunities by regularly contacting
16 the Building Services Job Line.

17 **B. Transfers.**

18 1. The County retains the right to transfer employees.
19 2. The County will not initiate a competitive process to fill an open position
20 until after bargaining unit members have had an opportunity to make a lateral transfer. To be
21 considered for a transfer, an employee must possess the qualifications and skills that the appointing
22 authority has determined to be required in the vacant position. If more than one employee requests
23 the transfer, selection will be based upon seniority within the bargaining unit.

24 3. Unsuccessful applicants for transfer, where seniority is not the deciding
25 factor, may request a meeting with the appointing authority to discuss the reasons for their non-
26 selection.

27 4. Employees on probationary status may not submit transfer requests.

28 **C. Promotions.** If, based on a comprehensive review of the required initial

1 application materials, regular bargaining unit employees are determined to meet the posted minimum
2 qualifications for a promotional vacancy, those employees will be given additional consideration
3 during each phase of the selection process. If a regular bargaining unit employee is not selected for
4 the promotion, other bargaining unit members who meet the posted minimum qualifications will be
5 given additional consideration over external applicants. The decision as to which applicant will be
6 selected to fill the vacancy shall be the sole prerogative of the appointing authority. Unsuccessful
7 candidates for promotional vacancies will be notified that another person has been selected and upon
8 request will be entitled to a meeting with the appointing authority or designee to discuss the reasons
9 for their non-selection.

10 **14.10. Payroll Process Changes.** If during the life of this Agreement the Council or
11 Executive adopts a biweekly payroll plan, the parties agree to adopt the plan.

12 **14.11. Classification/Compensation Project.** If the County announces its intent to implement
13 any results of the Classification/Compensation Project, it will give notice to the Union and bargain the
14 effects of the change.

15 **14.12. Union Notification.** When a significant change in work processes or methods is
16 contemplated, the Union will be notified in writing. Upon the Union's request, changes in work
17 processes shall be discussed before they are implemented, except in the event of an emergency.

18 **14.13. Bus Passes.** Pursuant to MLA Article 38.

19 **14.14. Downtown Parking.** The County agrees to provide County garage parking at no cost
20 to bargaining unit employees who work in the Downtown Courthouse Complex and who have
21 regularly scheduled shifts on weekends and/or beginning at 3:00 p.m. or later. Further, the County
22 agrees to provide parking at no cost to the employee if the County requires that he/she be temporarily
23 assigned to report to the Downtown Complex.

24 **ARTICLE 15: DISPUTE RESOLUTION PROCEDURES**

25 Pursuant to MLA Article 26.

26 **ARTICLE 16: REDUCTION IN FORCE AND RE-HIRE**

27 **16.1. Layoff.** The County and the Union recognize the value of well trained and qualified
28 employees and agree that other employment options should be explored prior to invoking a lay-off

1 procedure as a result of a lack of work and/or shortage of funds. In addition, the County and the
2 Union recognize the value of two-way communication in facilitating workforce transitions as a result
3 of lay-offs. The following process is established to assure that communication and exploration of
4 alternatives to lay-off are achieved.

5 **A. Step 1.** At the time Division management proposes or is told of facility closures,
6 service reductions, budget reductions or other actions which could result in employee lay-offs within
7 this bargaining unit, Division management shall make this information, as well as information about
8 the reasons for the proposed or actual action, the likely time frame within which such action will
9 occur, and the extent of impact on the workforce, available to the appropriate Labor-Management
10 Committee as set forth in Article 14, Section 7 of this Agreement as soon as practical.

11 **B. Step 2.** The Labor-Management Committee shall be convened specifically to
12 discuss and recommend alternatives, including but not limited to employee re-training, transfer to
13 vacant positions in other units, and transfer to vacant positions in other divisions, which could be
14 explored by the County as alternatives to layoffs for potentially affected employees.

15 **C. Step 3.** The County shall inform the Union of alternatives to lay-off which were
16 explored at the time final lay-off decisions are announced.

17 **16.2. Facility Closure or Ownership Transfers.** If a facility closes or ownership transfers,
18 the County will involve the Union and employees in discussions about the closures early on and will
19 seek to find other jobs inside King County for employees potentially affected by facility closures by:

- 20 1. Looking for internal placements within the bargaining unit.
- 21 2. Interviewing potential RIF's candidates and considering their qualifications for any
22 pending bargaining unit vacancy prior to opening the vacant position to other candidates. When RIF
23 candidates could be trained on the job within the probation period, management will consider training
24 the candidate to meet minimum requirements for passing probation.
- 25 3. Not requiring probation for employees when they've met the qualifications of the
26 vacancy previously.

- 27 4. Looking outside the bargaining unit for placements pursuant to Section 16.7 of this
28 Article.

1 **16.3. Transfer of Facility – Placement Assistance.** If employment opportunities for
2 affected employees are not found within King County, and the facility is transferred to another
3 jurisdiction as a result of annexation or incorporation, the County will demonstrably try to get the
4 new owner to hire County employees. The County will advise the LMC of its efforts to have the new
5 owners of County facilities to hire laid off employees.

6 **16.4. Utilization of Personnel Guidelines.** If the provisions of Sections 16.2 and 16.3 of
7 this Article are not successful, the employees shall be able to avail themselves of any opportunities
8 established in the Personnel Guidelines.

9 **16.5. Layoff by Classification.** Employees laid off as a result of a lack of work and/or
10 shortage of funds shall be laid off according to seniority within classification as set forth in Article
11 17, Seniority, of this Agreement.

12 **16.6. Bumping to Lower Occupational Group.** Employees scheduled to be laid off as a
13 result of their seniority status in the affected classification may exercise their right to bump
14 employees in a lower occupational group within the same division, provided that the employee has
15 performed and is qualified to perform the duties of the lower classification, and the employee has
16 more seniority, as defined in Article 17, than the employee in the lower classification. Such action
17 shall take place prior to the date the layoff is to be effective.

18 **16.7. Recall.** Regular employees laid off shall be recalled in the inverse order of layoff;
19 namely, those laid off last will be recalled first. Recall provisions are provided under the terms of the
20 Personnel Guidelines. In the event that the employee is laid off from more than one position, s/he
21 shall have recall rights for each position as provided under this Article.

22 **16.8. No Promotion on Recall.** Regular employees on layoff shall be referred to other
23 positions within the Career Service in accordance with applicable County policies. For purposes of
24 this contract, such policies shall be interpreted as follows: Except in cases where an employee
25 previously has been laid off from a higher paid classification and is eligible for recall in that
26 classification, no employee shall be recalled to employment in a classification with a higher pay
27 range than the pay range of the classification held at the time of layoff. In the event the classification
28 from which the employee was laid off moves to a higher pay range, the employee will continue to

1 have recall rights to that classification or to any new classification which includes the classification
2 held at the time of layoff.

3 **16.9. Lateral Bumping.** If a bargaining unit position is eliminated, the employee who held
4 that position can bump into any position for which he/she is qualified and which is occupied by any
5 less senior employee in the class; any employee who is bumped by a more senior employee whose
6 position has been eliminated can bump into any position for which he/she is qualified and which is
7 occupied by any less senior employee in the class. Bumping shall occur pursuant to the following
8 procedures:

9 **A. Step 1.** Within three months of approval of this contract by the King County
10 Council, or prior to any reduction in force, whichever is sooner, Division management shall develop
11 written position descriptions and communicate these to the union. Qualifications of an employee for
12 a position shall be based on documented work history; an employee shall only be deemed "not
13 qualified" if there are documented performance problems.

14 **B. Step 2.** When a position has been eliminated, affected employees shall submit a
15 list of location preferences in order of priority, except those held by more senior employees.

16 **C. Step 3.** All affected employees in the classification and the union will be notified
17 in writing of the position elimination at least 30 days prior to the event occurring.

18 **D. Step 4.** This process will include the employee (or employees) whose position(s)
19 has/have been eliminated, plus full-time and part-time all bargaining unit employees with less
20 seniority than the most senior employee whose position has been eliminated.

21 **E. Step 5.** All affected regular full-time and regular part-time employees bid for
22 location preferences in order of priority. The supervisor shall provide a formal location list to each
23 affected employee with the notice provided per item 1 above, which will include all work locations
24 and shifts available for bid.

25 **F. Step 6.** All affected employees will be required to submit location preferences in
26 order of priority to their immediate supervisor. All affected employees will be given 14 calendar
27 days to submit their preferences to the immediate supervisor after receipt of the formal position list.
28 The supervisor will match affected employees' qualifications to position qualification requirements.

1 **G. Step 7.** Within seven calendar days, the Division shall provide to the union and
2 the employees the results of the lateral bumping process, prior to the implementation of the new
3 assignments. The results should include the schedule for implementation and a list of all employees'
4 work and locations.

5 **H. Step 8.** New location bids will be requested for each occurrence that could result
6 in a lateral bumping process within the classification.

7 **16.10. Probation.** Employees who elect to bump as provided herein or are recalled will not
8 be required to serve a probationary period in the classification, provided the employee has already
9 successfully passed probation in that classification.

10 **ARTICLE 17: SENIORITY**

11 **17.1. Definitions.** Seniority shall be defined as follows:

12 **A. County-Wide Seniority.** County-wide seniority is defined as the most recent
13 length of continuous service as a regular employee with the County in any combination of
14 positions/classifications. A regular employee who separates from the County and returns to the
15 bargaining unit within two (2) years will have his/her seniority restored to what it was at the date of
16 separation.

17 **B. Bargaining Unit Seniority.** Bargaining unit seniority is defined as the most
18 recent length of continuous service as a regular employee with the FMD SEIU Local 925 bargaining
19 unit, in any combination of job classifications covered by this Agreement. A regular employee who
20 separates from the County and returns to the bargaining unit within two (2) years will have his/her
21 seniority restored to what it was at the date of separation.

22 **C. Classification Seniority.** Classification seniority is defined as the most recent
23 length of continuous service as a regular employee in FMD in a given job classification. A regular
24 employee who separates from the County and returns to the bargaining unit within two (2) years will
25 have his/her seniority restored to what it was at the date of separation.

26 **17.2. Seniority Upon Promotion.** A regular employee in the bargaining unit who is
27 promoted to another classification within the bargaining unit shall continue to accrue seniority in the
28 classification from which s/he was promoted.

1 **17.3. Maintenance of Seniority While on Approved Leave.** An employee who is granted
2 an approved leave of absence from his/her employment for family care, personal illness or injury, or
3 similar reasons shall continue to accrue bargaining unit and classification seniority during his/her
4 leave of absence, not to exceed one (1) year, and shall maintain his/her bargaining unit and
5 classification seniority position relative to other employees.

6 **17.4. Seniority Ties.** In the event that two (2) employees have the same seniority, the
7 County shall determine which employee, in the event of layoff, shall be laid off.

8 **ARTICLE 18: EQUAL EMPLOYMENT OPPORTUNITY**

9 The County or the Union shall not unlawfully discriminate against any individual with respect
10 to compensation, terms, conditions, or privileges of employment because of race, color, creed,
11 religion, national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or
12 physical disability.

13 **ARTICLE 19: SAVINGS CLAUSE**

14 Pursuant to MLA Article 30.

15 **ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION**

16 **20.1. Public Interest.** The County and the Union agree that the public interest requires
17 efficient and uninterrupted performance of all County services and to this end pledge their best efforts
18 to avoid or eliminate any conduct contrary to this objective.

19 **20.2. No Lock Out.** The County agrees not to lock out employees covered under this
20 Agreement.

21 **20.3. No Work Stoppage.** The Union shall not cause or condone any work stoppage,
22 including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave
23 absence which is not bona fide, or other interference with County functions by employees under this
24 Agreement and should same occur, the Union agrees to take appropriate steps to end such
25 interference. Any concerted action by any employee in the bargaining unit shall be deemed a work
26 stoppage if any of the above activities have occurred. Being absent without authorized leave shall be
27 considered as an automatic resignation. Such a resignation may be rescinded by the Section Manager
28 if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the

1 date his/her automatic resignation became effective.

2 A. Upon notification in writing by the County to the Union that any of its members
3 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
4 immediately cease engaging in such work stoppage and provide the County with a copy of such
5 order. In addition, if requested by the County, a responsible official of the Union shall publicly order
6 such Union employees to cease engaging in such a work stoppage.

7 B. Any employee who commits any act prohibited in this section will be subject in
8 accord with the County's Work Rules to the following action or penalties:

- 9 1. Discharge.
- 10 2. Suspension or other disciplinary action as may be applicable to such
11 employee.

12 **ARTICLE 21: WAIVER CLAUSE**

13 The parties acknowledge that each has had the unlimited right within the law and the
14 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
15 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
16 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to
17 waive the right to oblige the other party to bargain with respect to any subject or matter not
18 specifically referred to or covered in this Agreement.

19 **ARTICLE 22: EMPLOYEE RIGHTS**

20 **22.1. Off-Duty Activities.** The off-duty activities of employees shall not be cause for
21 disciplinary action unless said activities are detrimental to the employee's work performance or the
22 program of the agency.

23 **22.2. Just Cause.** Pursuant to MLA Article 27.

24 **22.3. Grievance Procedure.** Pursuant to MLA Article 26.

25 **22.4. Personnel Files.** Official personnel files shall be securely maintained in a central
26 location. Employees shall have the right to review their personnel files with reasonable notice, and
27 they shall be entitled to copies of the contents upon request. Employees may add a rebuttal statement
28 to any disputed item(s) contained in the file, which shall be attached to the document(s) in question

1 and retained in the file. Negative performance/behavior-related materials to be inserted into the
2 personnel file shall be reviewed by the employee prior to being inserted into the personnel file; the
3 employee shall first sign the material to be placed into the file, thereby documenting only his/her
4 acknowledgement of the documented performance or behavior deficiency. An employee may
5 request, after a minimum of two years, to have records of disciplinary actions removed from the
6 employee's personnel file. The County will consider the request if no related violations have
7 occurred since the disciplinary action was issued. Employees may request to have included in the
8 personnel file any written documentation that reflects favorably on the employee's conduct or work
9 quality. Nothing in this section shall prevent the County and the Union from reaching a mutually
10 acceptable agreement regarding the removal or revision of personnel records as the result of a
11 grievance settlement.

12 **22.5. Letters of Commendation.** Letters and other memoranda of commendation, whether
13 received from the County or outside parties, shall be retained in the employee's official personnel
14 file.

15 **22.6. Health/Medical Records.** Health and medical records of employees shall be securely
16 maintained in a central location. Such files are entirely separate and distinct from the employee's
17 personnel file. No information pertaining to the employee's health or medical conditions will be kept
18 in personnel files or supervisor files.

19 **22.7. Supervisor's Files.** Supervisors may maintain secondary personnel files to aid in
20 preparation for the annual performance evaluation. Items appropriate to be kept in such files include
21 samples of work, copies of letters of commendation and/or complaint, notes from informal
22 discussions with the employee regarding work performance and corrective action, and copies of
23 training records. The file shall be purged when the evaluation has been completed. Employees shall
24 have the right to review their file with reasonable notice. Employees may add a rebuttal statement to
25 any disputed item(s) contained in the file, which shall be attached to the document(s) in question and
26 retained in the file.

27 **22.8. Confidentiality of Personal Information.** Personnel files, records, and supervisor's
28 files shall be maintained in a secure and confidential manner.

1 **22.9. Access to Information by Outside Parties.** Pursuant to MLA Article 19.

2 **22.10. Reclassification.** Pursuant to MLA Article 14.

3 **22.11. Drug and Alcohol Policy.** The Executive Order #PER 15-2-2 (AEP), dated
4 March 14, 2012, "Policy for King County Prohibited Drug Use and Alcohol Misuse Education and
5 Testing Program" (hereinafter called "Drug and Alcohol Policy"), as amended, is incorporated herein
6 by reference, with the following modifications or additions.

7 A. The Union will be provided with a copy of the form(s) prepared indicating the
8 grounds for requiring an employee to submit to a reasonable suspicion test within twenty-four (24)
9 hours of testing or as soon as possible thereafter.

10 B. When available, a second supervisor will observe a reasonable suspicion test and
11 complete related forms in accordance with the Drug and Alcohol Policy.

12 C. Certain employees who have commercial drivers licenses (CDLs) are not subject
13 to testing pursuant to the Drug and Alcohol Policy because they are not currently required to drive as
14 part of their assigned duties. The parties recognize that those employees with a CDL that are
15 assigned in the future to perform safety sensitive duties will be included in the drug and alcohol
16 testing program.

17 **ARTICLE 23: WORK OUTSIDE OF CLASSIFICATION**

18 **23.1. Acting Capacity.** All work outside of classification in an acting capacity shall be
19 assigned in writing by the Division Director/designee for an entire day/shift. An employee so
20 assigned to work outside of classification shall be paid at the first step of the higher class or five
21 percent (5%) over the salary received prior to the assignment, whichever is greater, for all time spent
22 while so assigned.

23 **23.2. Filling the Position.** After forty-five (45) calendar days of work performed in
24 accordance with 23.1, a meeting may be requested by the Union. The purpose of the meeting would
25 be to review the circumstances and to discuss the need to fill the position vacated by the employee
26 working out of classification and the strategy for filling the position to which the employee is
27 currently assigned in an acting capacity, or implement the recall process if applicable.

28 **23.3. When Used.** Work out of class will not be used in lieu of filling vacancies through the

1 normal, open competitive selection process. Work out of class may be used to meet needs such as:

- 2 (1) Time limited or project specific workload;
- 3 (2) Seasonal work;
- 4 (3) Cyclical work;
- 5 (4) Backfill vacancies during selection process;
- 6 (5) Backfill vacancies that may be target for elimination;
- 7 (6) Backfill vacancies due to leaves of absence;
- 8 (7) Backfill vacancies during dispute resolution.

9 **23.4. Training Capacity.** Employees in a training capacity may be assigned work normally
10 performed by a higher classification, except they will not be placed in a training capacity to
11 circumvent the intent of Section 23.1, hereof. An employee assigned to a training capacity shall be
12 under the supervision and guidance of his/her immediate supervisor and shall not be in the training
13 position for more than ten (10) consecutive, regular working days.

14 **23.5. Accountability.** Employees shall not be held accountable while performing work
15 unrelated to the concept of their class specification except as provided in Section 23.1.

16 **23.6. Seasonal and Cyclical Work.** Seasonal or cyclical work out of class as Floor Care
17 Specialist, Window Washer, Utility Worker, and Hazardous Waste Technician, will be assigned on a
18 voluntary basis to employees qualified to perform the work, provided such work can be scheduled
19 without incurring an overtime liability. Whenever possible, licensed Custodians or Utility Workers
20 will be offered the opportunity for Hazardous Waste Technician work prior to hiring such from
21 outside the Division. Pay for work so assigned shall be for all hours worked outside of classification.
22 The frequency and duration of such work out of class assignment to individual employees shall be at
23 the sole discretion of management. In the event employees cannot be assigned without incurring an
24 overtime liability, the County may assign the work out of classification to other bargaining unit
25 employees.

26 **23.7. Window Washing.** Employees assigned to work out of class washing windows shall
27 receive assignment pay beginning with the first hour of assignment and will perform all functions of
28 the assignment.

1 **ARTICLE 24: UNION REPRESENTATION**

2 Pursuant to MLA Articles 20, 21, 22 and the following:

3 **24.1. Visiting Work Sites.** Authorized representatives of the Union may, after notifying the
4 County official in charge, visit the work location of employees covered by this Agreement at any
5 reasonable time for purposes related to responsibilities as the collective bargaining agent, including
6 the investigation of grievances, but shall not conduct union business on County time.

7 **24.2. Access to Members.** Authorized representatives of the Union may have reasonable
8 access to its members in County facilities for transmittal of information or representation purposes
9 before work and during lunch breaks or other regular breaks as long as the work of the County
10 employees and services to the public are unimpaired. Prior to contacting members in County
11 facilities, such authorized agents shall make arrangements with the division manager.

12 **24.3. Stewards.** The Union shall have the right to appoint stewards under the terms of this
13 Agreement. The Division shall be furnished with the names of stewards so appointed. The steward
14 shall see that the provisions of this Agreement are observed, and he/she shall be allowed a reasonable
15 time to investigate grievances during regular working hours.

16 **24.4. Exercise of Rights.** It shall be a violation of this Agreement to directly or indirectly
17 interfere with, restrain, coerce, or discriminate against any employee or group of employees in the
18 free exercise of their right to organize and designate representatives of their own choosing for the
19 purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

20 **24.5. Bulletin Boards.** Pursuant to MLA Article 23.

21 **24.6. Email Access.** Pursuant to MLA Article 23.

22 **ARTICLE 25: PRODUCTIVITY RECOGNITION PROGRAM**

23 **25.1. Applicability.** The terms of the Productivity Recognition Program apply to all existing
24 bargaining unit members covered at the time this Agreement is implemented after ratification by the
25 King County Council.

26 **25.2. Productivity Goals.** The productivity goals will be based on reasonable measures of
27 performance in areas such as quality and quantity of work. The parties agree that the goals will be
28 tailored to classification responsibilities and consequently recognize that some measures may be

1 specific to certain classifications and not others. The parties agree that the Productivity Program is
2 not intended to result in staffing reduction as productivity increases.

3 **25.3. Monthly Premium.** For each month during the life of the contract, all employees in
4 the Program will receive a monthly premium of \$100 for participating in the program.

5 **25.4. Recognition Payment.** The maximum recognition payment will be three hundred
6 dollars (\$300) per quarter. For employees in the Utility Worker II classifications, the maximum
7 recognition payment will be three hundred and seventy five (\$375) per quarter.

8 **25.5. Program Goals and Criteria.** The Program goals include exceptional quality of work,
9 timely completion of tasks, and satisfied customers. The parties agree that the Program must involve
10 clear performance standards, clear customer expectations, and an objective measurement system.

11 The following criteria will apply:

12 **A.** Employees are eligible for the recognition payment if they exceed performance
13 standards for the work performed the previous quarter.

14 **B.** Employees will be given specific direction as to the parts of their job performance
15 that are in need of improvement at the same time that the audit results are shared with them.

16 Additionally, the supervisor/lead shall provide, upon request, additional training and/or support to
17 assist the employee in meeting the identified goals.

18 **C.** In completing performance audits supervisors will take into consideration the
19 results from applicable customer surveys as well as customer commendations, customer complaints,
20 and staffing levels.

21 **D.** Customers will be surveyed in April and October of each year and surveys will be
22 tracked by work location.

1 E. Performance audits will be administered by supervisors once per quarter. The
2 rating scale for the supervisor performance audit will be:

Audit Score	Explanation
1	Unacceptable: Performance inadequate to meet minimum standards for the job. Improvement, identified within the audit, is required.
2	Meets minimum standards: Performance satisfactory in most job areas but marginal in some areas. Performance expected to improve significantly in areas requiring improvement, as identified.
3	Meets standards: Performs satisfactorily. Meets job standards; achieves planned results.
4	Exceeds standards: Consistently surpasses the standards for responsibility in all major areas of the job.
5	Exceptional: Performance far exceeds job standards and responsibilities in all areas of the job.

15
16 F. The quarterly recognition lump sum payment will be based on the results of the
17 employee's quarterly end performance audit.

18 G. To be eligible for a recognition lump sum payment, the employee must receive a
19 total average rating of at least "Exceeds Standards" on the supervisor's performance audit (i.e., a
20 rating of at least "4.00").

21 H. Employees hired during the calendar year will receive a pro-rated portion of the
22 recognition payment based on the number of months worked in a paid status. To be eligible for any
23 recognition payment, employees must be in a paid status for at least two (2) months of the previous
24 quarter. For the purpose of this provision, a month will be defined as no less than half the workdays
25 within a given month.

26 I. The Program will be administered by the Facilities Management Division. The
27 County will provide the LMC with regular reports on the program.

28 J. Concerns or disputes regarding the program, not involving specific employees, will

1 be brought to the LMC. If it is not resolved at the LMC or if it deals with a specific employee or
2 employees, it may be pursued through mediation utilizing the Inter-Local Conflict Resolution Group.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

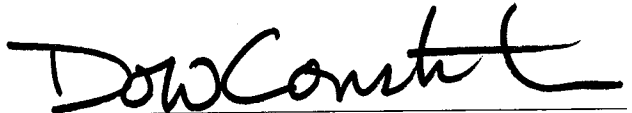
27

28

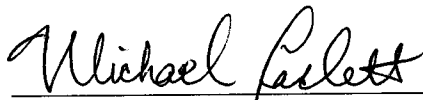
1 **ARTICLE 26: DURATION**

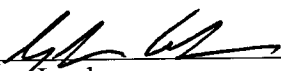
2 Pursuant to MLA Article 31.

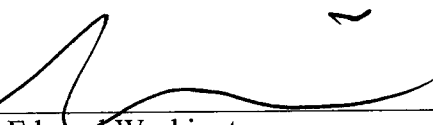
3
4 APPROVED this 15 day of MARCH, 2018.

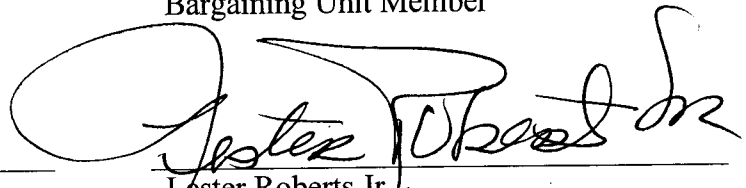
5
6
7
8 By: 
9 King County Executive

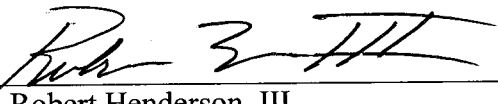
10
11
12
13 For Service Employees International
14 Union, Local 925:

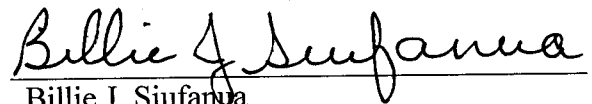
15
16 
17 Michael Laslett
18 Strategic Campaigns Director

19 
20 Saybre Locke
21 Bargaining Unit Member

22 
23 Edward Washington
24 Internal Organizer

25 
26 Lester Roberts Jr.
27 Bargaining Unit Member

28 
Robert Henderson, III
Bargaining Unit Member


Billie J. Siufanua
Bargaining Unit Member

2
3 **ADDENDUM A**
4 **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925**
5 **AND**
6 **KING COUNTY**
7

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
9101100	912108	Custodian	30**
9101102	912109	Custodian - Floor Care	31
9101310	912304	Custodian - Lead	34
9101103	912110	Custodian - Windows	36
8104300	814302	Hazardous Waste Surveyor/Project Manager	62
8104100	814102	Hazardous Waste Technician	46
8104200	841502	Hazardous Waste Technician Supervisor	52
2211100	221504	Inventory Purchasing Specialist I	42
9440100	942104	Utility Worker I	35
9440200	942210	Utility Worker II	39
* All salary ranges are the King County Salary Schedule, "squared table."			