



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.:	9	Date:	29 October 2012
Proposed No.:	2012-0424	Prepared by:	Nick Wagner
Invited:	Jim Johnson, Labor Negotiator, Office of Labor Relations Ida Kovacic, Service Employees International Union, Local 925		

SUMMARY

Proposed Ordinance 2012-0424 (pp. 5-6 of these materials¹) would approve a collective bargaining agreement (CBA) and a memorandum of agreement (MOA) between King County and Service Employees International Union, Local 925. The CBA (pp. 7-60) and the MOA (p. 61) cover about 116 employees in the Facilities Management Division of the Department of Executive Services.

1. Term of the CBA

The CBA covers the three-year period from 1 January 2012 through 31 December 2014 (CBA Article 26, p. 59). The MOA expires on 31 December 2015.

2. The Bargaining Unit

As described in the Executive's transmittal letter (pp. 67-68), the 116 employees who make up this bargaining unit maintain and service county buildings and facilities. Their job classifications include:

- Custodian
- Utility Worker
- Inventory Purchasing Specialist
- Hazardous Waste Technician, and
- Hazardous Waste Technician Supervisor.

CHANGED CONTRACT PROVISIONS

The most notable changes in the proposed new CBA are described below.

¹ All page number references are to these meeting materials.

1. COLAs

Section 11.3 of the CBA (p. 29) provides for the following cost of living adjustments (COLAs), which are the same as those agreed to by the vast majority of the County's represented employees for the years in question:

Year	COLA Formula	COLA ²
2011	No COLA	Zero
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, ³ with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.00%

Section 11.3 also provides that COLA negotiations will be reopened if, comparing the current year to the previous year, there is either (1) an increase in the King County unemployment rate of more than two percentage points or (2) a decline of more than seven percent in county retail sales. Each year by July 30th the county will assess whether either of these conditions has been met. This is the same as the reopener that the vast majority of the county's represented employees have agreed to.

2. No changes in pay range

The CBA includes no changes in the pay ranges for the bargaining unit, which are listed in Addendum A at page 60.

3. Elimination of the Productivity Recognition Program

The previous CBA included a Productivity Recognition Program (PRP) that paid participating bargaining unit members a total of either \$2,400 or \$2,700 each year, depending on their classification. Half of the payment was for participating in the program, and half was for meeting certain productivity standards.

Under the new MOA, the PRP is being phased out and may, at some point, be replaced by a new program, called an Employee Accountability and Performance Appraisal System. The phase-out of the PRP will be accomplished as follows:

- Bargaining unit employees employed when the new CBA is adopted will continue to receive productivity pay and step increases, but will forgo the COLAs that they previously negotiated for 2013 and 2014

² The COLA percentages are based on the fiscal note (p. 69 of these materials). The percentage for 2014 is a projection by the Office of Economic and Financial Analysis.

³ More specifically: "the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year)."

– until such time as their total pay rate equals the current pay rate on the county squared schedule for the applicable year. At that point, their productivity pay will cease, and they will be placed on back on the county squared schedule, including future COLAs. This is expected to occur roughly at the beginning of 2015.

- Employees hired into bargaining unit positions after adoption of the new CBA will not participate in the PRP, but will be eligible for COLAs along with other county employees. They will be placed on the county squared schedule for the applicable year.

FISCAL IMPACT

The fiscal impact of the CBA is detailed in the Fiscal Note (p. 69) and is summarized in the table below.

	2012	2013	2014
Increase over previous year	\$81,414	\$0	\$0
Cumulative increase over 2011	\$81,414	\$81,414	\$81,414

The fiscal impact is attributable entirely to the 2012 COLA.

CONSISTENCY WITH LABOR POLICIES

The proposed CBA is consistent with the County’s labor policies.

LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division. (Transmittal letter, p. 68 of these materials)

ATTACHMENTS

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

October 26, 2012

Ordinance

Proposed No. 2012-0424.1

Sponsors Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memorandum of agreement
3 negotiated by and between King County and Service
4 Employees International Union, Local 925 (Facilities
5 Management Division) representing employees in the
6 department of executive services; and establishing the
7 effective dates of said agreements.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement and memorandum of
10 agreement negotiated by and between King County and Service Employees International
11 Union, Local 925 (Facilities Management Division) representing employees in the
12 department of executive services and attached hereto are hereby approved and adopted by
13 this reference made a part hereof.

14 SECTION 2. Terms and conditions of the collective bargaining agreement shall
15 be effective from January 1, 2012, through and including December 31, 2014. Terms and

16 conditions of the memorandum of agreement shall be effective from January 1, 2012,
17 through and including December 31, 2015.

18

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Gossett, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, _____.

Dow Constantine, County Executive

Attachments: A. Agreement Between Service Employees International Union, Local 925 and King County, B. Memorandum of Agreement Between Service Employees International Union, Local 925 and King County

AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND
KING COUNTY

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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.** Seasonal and temporary (including term-limited
3 temporary) 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.** The County will transmit to the Union twice a year, upon written
15 request, a current listing of all employees in the unit. Such list shall indicate the name of the
16 employee, wage rate, job classification, work shift, location, and unit.

17 **3.8. COPE Payroll Deduction.** The County shall, upon receipt of a written authorization
18 form that conforms to legal requirements, deduct from the pay of a bargaining unit employee the
19 amount of contribution the employee voluntarily chooses for deduction for political purposes and
20 shall transmit the same to the Union.

21 **ARTICLE 4: RIGHTS OF MANAGEMENT**

22 **4.1. Management Rights.** The management of the County and the direction of the work
23 force is vested exclusively in the County subject to the terms of this Agreement. Except to the extent
24 there is contained in this Agreement express and specific provisions to the contrary, all power,
25 authority, rights and jurisdictions of the County are retained by and reserved exclusively to the
26 County, including, but not limited to, the right to manage the work of employees, to discipline,
27 transfer, and evaluate employees; to determine and implement methods, means and assignments,
28 establish classifications and select personnel by which operations are to be conducted, including

1 staffing levels; and to initiate, prepare, modify and administer the budget.

2 **4.2. Release from Work.** When the County has no work available for employees in specific
3 classifications, nothing in this Agreement shall prohibit the County from assigning such employees to
4 perform other work as directed or, in absence of other necessary work, to send the employee home.
5 The County agrees to make a good faith effort and exhaust all reasonable options for alternate
6 assignment prior to sending an employee home. Additionally, prior to sending an employee home,
7 the County may seek volunteers. Employees who are released may use vacation leave to cover lost
8 hours.

9 **4.3. Performance Evaluations.** The County may conduct performance evaluations at least
10 annually as part of a systematic and equitable employee performance management system.

11 **ARTICLE 5: HOLIDAYS**

12 **5.1. Holidays.** Regular, probationary, and term-limited temporary employees shall be
13 granted the following holidays with pay:

New Year's Day	January 1st
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 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

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23 and any designated by public proclamation of the chief executive of the state as a legal holiday, as
24 approved by Council.

25 **5.2. Day of Observance.** Whenever a holiday falls on a Sunday, the following Monday shall
26 be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding
27 Friday.

28 **5.3. Overtime Calculation.** Holidays paid for but not worked shall be recognized as time

1 worked for purposes of determining weekly overtime for all employees.

2 **5.4. Holiday Premium.** Work performed on holidays shall be paid at a premium rate of one
3 and one-half (1-1/2) times the regular rate.

4 **5.5. Prorated Holiday Benefit.** Employees shall receive the regular holiday pay prorated in
5 accordance with their regular schedule. For example:

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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

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11 **5.6. Pay Status and Eligibility.** An employee must be in a pay status either the employee's
12 scheduled working day before or the employee's scheduled working day after a holiday in order to
13 receive holiday pay. An employee leaving County employment the day prior to the holiday shall not
14 receive holiday pay.

15 **5.7. Personal Holidays.** Each employee eligible for holiday pay shall receive two (2)
16 additional personal holidays; provided that no employee shall be granted more than ninety-six (96)
17 hours of holiday time in a calendar year. These days shall be administered through the vacation plan.
18 One (1) day will be added to each employee's vacation accrual on the first day of October and the
19 first day of November of each year. Employees will be able to use these days in the same manner as
20 they use vacation days earned.

21 **5.8. Augmenting Holiday Pay.** If an employee's regularly scheduled work hours exceed the
22 number of holiday hours earned on any non-work holiday, the employee shall have the option of
23 using accrued vacation hours to allow total compensation hours to equal the number of hours in the
24 regular work schedule.

25 **5.9. Work on a Holiday.** Employees who work on a holiday have the option of earning
26 compensatory time at 1-1/2 times the regular rate of pay in lieu of receiving premium pay of 1-1/2
27 times the regular rate of pay. Holiday hours accrued under this section will not count as hours
28 worked for the purpose of determining weekly overtime in the week they are accrued.

ARTICLE 6: VACATIONS

6.1. Accrual Rate. Regular, probationary, and term-limited temporary full-time employees shall receive vacation benefits as indicated in the following table based upon a full-time schedule of forty (40) hours per week.

Length of Continuous Service	Hourly Accrual Rate	Annual Vacation Credit in Hours	Annual Accrual in Days	Maximum Allowable Accrual in Hours	Maximum Allowable Accrual Work Day Equivalent
Upon hire through end of year 5	.04615 hour	96 hours	12 days	96 hours	12 days
Upon beginning of year 6 through end of year 8	.05770 hour	120 hours	15 days	480 hours	60 days
Upon beginning of year 9 through end of year 10	.06154 hour	128 hours	16 days	480 hours	60 days
Upon beginning of year 11 through end of year 16	.07692 hour	160 hours	20 days	480 hours	60 days
Upon beginning of year 17	.08077 hour	168 hours	21 days	480 hours	60 days
Upon beginning of year 18	.08462 hour	176 hours	22 days	480 hours	60 days
Upon beginning of year 19	.08846 hour	184 hours	23 days	480 hours	60 days
Upon beginning of year 20	.09231 hour	192 hours	24 days	480 hours	60 days
Upon beginning of year 21	.09615 hour	200 hours	25 days	480 hours	60 days
Upon beginning of year 22	.1 hour	208 hours	26 days	480 hours	60 days
Upon beginning of year 23	.10385 hour	216 hours	27 days	480 hours	60 days
Upon beginning of year 24	.10769 hour	224 hours	28 days	480 hours	60 days
Upon beginning of year 25	.11154 hour	232 hours	29 days	480 hours	60 days
Upon beginning of year 26 and beyond	.11538 hour	240 hours	30 days	480 hours	60 days

Note: Equivalent work days are based on five (5) equal work days per week. Alternative work schedules would not necessarily produce the same number of days.

1 **6.2. Rate of Pay for Use or Cash-Out of Vacation Leave.** For purposes of this Article,
2 employees using accrued vacation shall be paid for such vacation at the base rate of pay in effect at
3 the time of vacation or upon termination, provided that special assignments shall not be considered to
4 be a part of the base rate.

5 **6.3. Accrual Rates for Eligible Part-Time Employees.** Regular, probationary, and term-
6 limited temporary part-time employees shall accrue vacation leave in accordance with the vacation
7 leave schedule set forth in Section 6.1 of this Article, provided, however, such accrual rates shall be
8 prorated to reflect the employee's hours of work.

9 **6.4. County Work While Receiving Vacation Pay.** No employee shall work for
10 compensation for the County in any capacity during the time that the employee is on vacation leave.

11 **6.5. Effective Date of Accrual.** Employees eligible for vacation leave shall accrue vacation
12 leave from their date of hire with the County.

13 **6.6. Increments of Vacation Leave.** Vacation leave may be used in one quarter hour
14 increments, at the discretion of the appointing authority.

15 **6.7. Pay Upon Separation.** Upon separation for any reason, the employee will be paid for
16 unused vacation credits up to the maximum allowable accumulated vacation; provided, however,
17 employees hired after September 1, 1986 who are eligible for participation in the Public Employees'
18 Retirement System Plan I shall not be compensated for more than two hundred forty (240) hours of
19 accrued vacation at the time of retirement. Vacation hours accrued in excess of two hundred forty
20 (240) hours must be used prior to the employee's date of retirement or such excess hours shall be lost.

21 **6.8. Impact of Unpaid Absence on Accrual.** No employee shall earn the equivalent of one
22 month's vacation credit during a month when the employee is absent without pay more than three
23 working days.

24 **6.9. Prior Accrual Required.** An employee shall not be granted vacation benefits if not
25 previously accrued by the employee.

26 **6.10. Payment of Accrued Leave Upon Employee's Death.** In cases of separation from
27 County employment by death, payment of unused vacation leave up to the maximum accrual amount
28 shall be made to the employee's estate, or in applicable cases, as provided by state law,

1 RCW Title 11.

2 **6.11. Accrual Above Maximum.** Employees may carry over additional vacation beyond the
3 maximum specified herein, if, as a result of cyclical workloads or work assignments use of vacation
4 was denied by the Section Manager and absent the ability to carry over leave, the excess accrued
5 vacation would be lost.

6 **6.12. Eligibility for Use and Pay-Out of Accrued Vacation.** Employees in regular
7 positions who leave County employment for any reason after successful completion of six (6) months
8 of County service will be paid for their unused vacation up to the maximum specified herein, except
9 as provided in Section 6.7. Employees shall not be eligible to take or be paid for vacation leave until
10 they have successfully completed their first six (6) months of County service, and if they leave
11 County employment prior to successfully completing their first six (6) months of County service they
12 shall forfeit and not be paid for accrued vacation leave. If federal or state law provides for greater
13 benefits for the use of paid leave for family care, the applicable law will apply. Employees shall
14 forfeit the excess accrual prior to December 31st of each year, except as provided for in Section 6.11.

15 **6.13. Accrual Rate Upon Return to County Employment.** If a regular employee resigns
16 from County employment in good standing or is laid off and subsequently returns to County
17 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior
18 County service shall be counted in determining the vacation leave accrual rate under this Article.

19 **6.14. Scheduling.**

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

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

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

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

28 E. Vacation preference requests shall contain a maximum of five (5) time periods or

1 increments, not to total more than the number of days accumulated, listed in order of priority to the
2 individual. Employees shall, on the basis of classification seniority, be entitled to approval for only
3 one (1) increment at a time. Employees not granted their first priority increment shall have their
4 second priority granted on the basis of seniority. Seniority shall also be applied to third, fourth, and
5 fifth priority requests until all available vacation time is scheduled.

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

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

10 **ARTICLE 7: SICK LEAVE**

11 **7.1. Accrual**

12 A. Every regular, probationary, and term-limited temporary employee shall accrue
13 sick leave benefits at a rate equal to .04616 hours for each hour in pay status exclusive of overtime up
14 to a maximum accrual of ninety-six (96) hours per year. Sick leave shall not begin to accrue until the
15 first of the month following the month in which the employee commenced employment. The
16 employee is not entitled to sick leave if not previously earned.

17 B. During the first six (6) months of service, employees eligible to accrue vacation
18 leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an
19 extension of sick leave. If federal or state law provides for greater benefits for the use of paid leave
20 for family care, the applicable law will apply. If an employee does not work a full six (6) months,
21 any vacation leave used for sick leave must be reimbursed to the County upon termination.

22 C. There shall be no limit to the hours of sick leave benefits accrued by an employee.

23 **7.2. Use of Sick Leave.**

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

26 B. Sick leave shall be paid on account of the following reasons:

27 a. Employee's illness; provided, that an employee who suffers an occupational
28 illness may not simultaneously collect sick leave and worker's compensation payments in a total

1 amount greater than the net regular pay of the employee;

2 b. The employee's incapacitating injury, provided that:

3 (1) An employee injured on the job may not simultaneously collect
4 sick leave and worker's compensation payments in a total amount greater than the net regular pay of
5 the employee;

6 (2) An employee may not collect sick leave for physical incapacity due
7 to any injury or occupational illness which is directly traceable to employment other than with the
8 County.

9 c. A female employee's temporary disability caused by or contributed to by
10 pregnancy and childbirth.

11 d. Employee exposure to contagious diseases and resulting quarantine;

12 e. Employee keeping medical, dental, or optical appointments, provided that
13 the employee's appointing authority has approved the use of sick leave for such appointments;

14 f. Sick leave may be used to care for family members of an employee in
15 accordance with Section 7.9.

16 **7.3. Exhaustion of Sick Leave.** An employee who has exhausted all of his/her sick leave
17 may use accrued vacation leave as sick leave before going on leave of absence without pay, if
18 approved by his/her appointing authority.

19 **7.4. Administration.** Division management is responsible for the proper administration of
20 sick leave benefits. Verification from a licensed health care provider may be required to substantiate
21 the health condition of the employee or family member for leave requests. In cases where
22 management has uniform documentation to support a history of excessive or patterned absenteeism,
23 an employee may be put on written notice by the Section Manager that for a period not to exceed six
24 (6) months requests for compensation under this Article must be accompanied by proof of need.

25 **7.5. Separation.** Separation from County employment, except by retirement or reason of
26 temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
27 employee. Should the employee resign in good standing and return to the County within two years,
28 accrued sick leave shall be restored.

1 **7.6. Disability.** Accrued sick leave may be used for absence due to temporary disability
2 including that caused or contributed to by pregnancy, but except for leaves that are requested and
3 approved pursuant to the King County Family and Medical Leave Ordinance and Section 7.10 in this
4 Article, there shall be no requirement to exhaust accrued sick leave prior to taking a leave of absence
5 for such disability.

6 **7.7. Pay-out.** Employees eligible to accrue sick leave, who have successfully completed at
7 least five (5) years of County service, and who retire as a result of length of service or who terminate
8 by reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as
9 applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave
10 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less
11 mandatory withholdings.

12 All payments shall be made in cash, based on the employee's base rate, and there shall be no
13 deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County
14 health insurance at the COBRA rates. This sick-leave cash-out is subject to any determination by
15 bargaining unit members to have their funds placed in Voluntary Employee Beneficiary Association
16 (VEBA) accounts upon retirement as a result of length of service, as set forth in the King County
17 Code. Such determination is applicable to all members of the bargaining unit.

18 **7.8. Job Injury.** Employees injured on the job cannot simultaneously collect sick leave and
19 worker's compensation payments greater than net regular pay of the employee. Administrative rules
20 have been established to allow for payments equal to net regular pay of employees qualifying under
21 worker's compensation.

22 **7.9. Family Care.**

23 **7.9.1.** Accrued sick leave may be used for the following reasons:

24 **A.** To care for the employee's child if the child has an illness or health condition that
25 requires treatment or supervision by the employee; and to care for the employee's spouse, domestic
26 partner, parent-in-law, or grandparent who has a serious health condition or an emergency condition.

27 **B.** To care for other family members under the following circumstances:

28 **1.** For King County Family Medical Leave, the employee must have been

1 employed by the County for twelve (12) months or more and have actually worked a minimum of one
2 thousand forty (1040) hours (40 hour employee) the preceding twelve (12) months (paid leaves such
3 as holiday, vacation and sick leave are not considered hours worked). For Federal Family Medical
4 Leave the employee must have worked 1250 hours in the preceding 12 months.

5 2. The family member is the employee's spouse or domestic partner; the child
6 of the employee, the employee's spouse, or the employee's domestic partner; or the parent of the
7 employee, the employee's spouse, or the employee's domestic partner; and the reason for the leave is
8 one of the following:

9 a. The birth of a child and care of the newborn child, or placement of
10 the child by adoption or foster care, if the leave is taken within twelve months of the birth, adoption,
11 or placement;

12 b. To care for the employee's child or child of the employee's spouse
13 or domestic partner whose illness or health condition requires treatment or supervision by the
14 employee; or

15 c. Care of a family member who suffers from a serious health
16 condition as defined in the King County Personnel Guidelines.

17 C. To care for immediate family members in additional circumstances not covered by
18 A. or B. For the purposes of this section, "immediate family" shall include: spouse or domestic
19 partner; child of employee, employee's spouse, or employee's domestic partner; parent; grandparent;
20 grandchild; sibling; and any persons for whose financial or physical care the employee is principally
21 responsible. Employees eligible for sick leave shall be entitled to use and normally shall have
22 approved sick leave for family care under these and similar circumstances.

23 1. When the employee certifies that no other person is available and capable of
24 providing care of the ill or injured family member.

25 2. For accompanying or transporting immediate family members to medical or
26 dental appointments, provided that the immediate family member is a minor child, is infirm, or
27 cannot reasonably travel to and from the appointment without the employee's aid.

28 3. Unless covered by A. or B. of this Section, use of sick leave shall be subject

1 to the following limitations.

2 a. A maximum of three (3) days of family care sick leave may be
3 permitted for each occurrence.

4 b. No more than six (6) days of family care sick leave may be used in
5 any one calendar year.

6 c. Each request for family care sick leave must be verified in writing,
7 which shall include the relationship of the immediate family member and a statement of the need for
8 care or attendance.

9 7.9.2. The employee's supervisor may require a physician's verification of the need for
10 family care leave.

11 7.9.3. If federal or state law provides for greater benefits for the use of paid leave for family
12 care, the applicable law will apply.

13 **7.10. Family and Medical Leave.** Employees shall be entitled to family medical leave as
14 provided by the King County Family Medical Leave Ordinance (KCC 3.12.220), the federal Family
15 Medical Leave Act, and any Washington state laws that provide for family medical leave.

16 Seniority shall accrue in accordance with Article 17 while an employee is on family and
17 medical leave.

18 **7.11. Informational Resource.** To assist employees in understanding their ability to utilize
19 leave for medical and family reasons, the County agrees to distribute to employees information from
20 King County Code 3.12.220.

21 **ARTICLE 8: MISCELLANEOUS LEAVES**

22 **8.1. Donation of Vacation and Sick Leave Hours.**

23 **8.1.1. Vacation Leave Hours.** Any regular or term-limited temporary employee who has
24 completed at least one (1) year of service may donate to any other regular or term-limited temporary
25 employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family
26 leave benefits of the receiving employee. Donated vacation hours shall be converted to a dollar value
27 based upon the donor's straight time rate.

28 Vacation donations are strictly voluntary. Employees are prohibited from offering or

1 receiving monetary or any other compensation in exchange for donating vacation hours. The number
2 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

3 Donated vacation hours must be used within ninety (90) calendar days. Donated hours not
4 used within ninety days or due to the death of the receiving employee shall revert to the donor.

5 Donated vacation hours are excluded from vacation payoff provisions.

6 **8.1.2. Sick Leave Hours.** Any regular or term-limited temporary employee whose sick leave
7 accrual balance exceeds one hundred (100) hours may donate to any other regular or term-limited
8 temporary employee a portion of his/her accrued sick leave upon written notice to the donating and
9 receiving employees' department director(s). Sick leave hour donations are strictly voluntary. No
10 employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar
11 year. Employees are prohibited from offering or receiving monetary or any other compensation in
12 exchange for donating sick leave hours.

13 Donated hours shall be converted to a dollar value based upon the donor's straight time hourly
14 rate.

15 Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not
16 used within ninety days or due to the death of the receiving employee shall revert to the donor.

17 Donated sick leave hours are exempt from sick leave payoff provisions.

18 **8.2. Bereavement.**

19 A. Regular, probationary, and term-limited temporary employees shall be entitled to
20 three (3) working days of bereavement leave per instance due to death of members of their immediate
21 family.

22 B. Regular, probationary, and term-limited temporary employees who have exhausted
23 their bereavement leave shall be entitled to use sick leave in the amount of up to three working days
24 for each instance when death occurs to a member of the employee's immediate family.

25 C. For purposes of this section, a "working day" refers to all of the hours an employee
26 is scheduled to work on the day of bereavement leave.

27 D. In the application of any of the foregoing provisions, when a holiday or regular
28 day off falls within the prescribed period of absence, it shall not be charged against the employee's

1 sick leave or bereavement account.

2 E. For the purposes of this Section, "immediate family" shall be construed to mean
3 persons related to an employee by blood or marriage or legal adoption as follows: spouse or domestic
4 partner; child of employee, employee's spouse, or employee's domestic partner; grandparent;
5 grandchild; parent of the employee, the employee's spouse, or employee's domestic partner; sibling;
6 any persons for whose financial or physical care the employee is principally responsible; son-in-law;
7 daughter-in-law; father-in-law; mother-in-law; or an individual who stood in loco parentis to the
8 employee, the employee's spouse, or employee's domestic partner.

9 **8.3. School Volunteer Leave.**

10 An employee may use up to three days of accrued sick leave per year for the purpose of
11 volunteering at the employee's children's school. The employee must obtain advance approval for
12 such leave.

13 **8.4. Leave of Absence for Union Work.**

14 An employee elected or appointed to office in a local of the Union which requires a part or all
15 of his/her time shall be given leave of absence without pay upon application.

16 **8.5. Jury Duty.**

17 If a regular, probationary, or term-limited temporary employee, including a seasonal worker,
18 who is employed at least half-time is called for jury duty, then the employee will be entitled to
19 regular pay for all work hours that the employee misses due to jury duty. The employee should
20 deposit his or her jury duty fees, excluding mileage, with the Finance and Business Operations
21 Division of the Department of Executive Services. Employees must contact their supervisor when
22 dismissed from jury duty during regularly scheduled working hours and may be required to report
23 back to work.

24 **8.6. Leave Examinations.**

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

1 **8.7. Military Leave.**

2 A leave of absence for active military duty or active military training duty will be granted to
3 eligible employees in accordance with applicable provisions of state and/or federal law; provided,
4 that a request for such leave shall be submitted to the manager/designee in writing by the employee
5 and accompanied by a validated copy of military orders ordering such active duty or active training
6 duty.

7 **8.8. Unauthorized Leave.**

8 Being absent without authorized leave shall be considered as an automatic resignation. Such
9 a resignation may be rescinded by the Division Manager if the employee presents satisfactory reasons
10 for his/her absence within three (3) calendar days of the date his automatic resignation became
11 effective.

12 **8.9. Leaves of Absence Without Pay.**

13 Employees may request a leave of absence without pay by presenting a written request to their
14 immediate supervisor along with any supporting documentation. The decision to grant a leave of
15 absence without pay shall be at the discretion of the County.

16 **8.10. Return to Work Following Medical Leave.** Consistent with applicable law, the
17 County will make a good faith effort to accommodate an employee's return to work in a timely
18 fashion.

19 **ARTICLE 9: SAFETY**

20 **9.1. Commitment to Safety.** The County shall provide and maintain a safe and healthful
21 workplace and comply with all state and federal laws, rules, and regulations pertaining to workplace
22 safety and health.

23 **9.2. Workers' Responsibility.** Employees shall follow the safety and health rules, wear
24 and/or use all required gear and equipment provided by the County, and participate in County-
25 provided safety training.

26 **9.3. Equipment.** No employee shall be required to use equipment which is not in a safe
27 condition. In the event an employee discovers or identifies unsafe equipment, s/he will immediately
28 notify the immediate supervisor in writing. Said equipment shall be repaired or replaced if the

1 County determines the equipment to be unsafe. At such time as the County determines the equipment
2 to be safe, the employee will be advised.

3 **9.4. Reporting on Safety Hazards.** It is the responsibility of all employees to report safety
4 hazards on a timely basis. "Record of Hazard Observed" forms will be available to all employees in
5 a conspicuous area. When a safety hazard is observed, the employee shall document the hazard on a
6 "Record of Hazard Observed" form, and turn the form in to his/her immediate supervisor for
7 investigation and correction.

8 **9.5. Remediating Safety Hazards.** Once notice of a hazard has been received by the
9 supervisor, s/he will investigate the situation and make correction within three (3) working days or as
10 soon as practicable. In the event more than three (3) working days are needed, upon the Union's
11 request, the supervisor will provide a written explanation to the reporting employee and the shop
12 steward as to the reasons for the delay and the anticipated date of correction.

13 **9.6. Safety Committee.** A Safety Committee, consisting of an equal number of employer-
14 selected and employee-elected members, shall meet at least bimonthly. The Safety Committee shall
15 have the following responsibilities:

16 **A.** Review the safety and health inspection reports to assist in correction of identified
17 unsafe conditions or practices.

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

20 **C.** Evaluate the accident and illness prevention program and make recommendations
21 for improvement where indicated.

22 **D.** Evaluate and recommend training and equipment needs.

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

27 **9.7. Refusal to Work Under Unsafe Conditions.** Employees may refuse to work in
28 situations where there is reasonable cause to believe that doing so would present an imminent danger

1 in which death or serious injury could happen immediately.

2 **9.8. Workers' Right to Know.** Material Safety Data Sheets (MSDS) will be available for
3 reference and review in a conspicuous area accessible to all affected employees.

4 **9.9. Safety Inspections.** Where feasible, a shop steward will accompany Safety Inspectors
5 on worksite inspections and participate in opening/closing conferences without loss of pay and
6 benefits.

7 **9.10. Safety Bulletin Board.** There shall be a safety bulletin board in every building where
8 there are at least eight (8) bargaining unit members. The bulletin boards will be sufficient in size to
9 display required posters, accident statistics, Safety Committee meeting minutes, and safety
10 educational materials.

11 **9.11. No Discrimination.** No employee will be disciplined, discriminated against, or
12 otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as
13 a witness in a safety investigation.

14 **9.12. Personal Protective Equipment.** In situations where the law requires that the
15 employer provide personal protective equipment, including clothing and boots, the County will
16 provide that equipment at County expense. Additionally, if required by King County's Safety and
17 Claims Specialist to provide certain protective equipment for specific tasks, the County will provide
18 that equipment at County expense.

19 **ARTICLE 10: CONTRACTING OUT**

20 **10.1. Contracting Out.** The County agrees not to contract out or assign to another agency or
21 individual the work normally performed by members of the bargaining unit if the contracting out or
22 assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining
23 unit. The County agrees to inform the Union of any contracting out of work normally performed by
24 members of the bargaining unit.

25 **10.2. Custodial Work.** Beginning March 31, 2006, existing Building Services contracts for
26 custodial work will not be renewed and the work will be assigned to bargaining unit members.
27 Unless the parties agree to an exception or extraordinary circumstances exist, when FMD becomes
28 responsible for new or additional facilities and/or work, the custodial work will be assigned to

1 bargaining unit members.

2 **10.3. Non-Custodial Work.**

3 **10.3.1.** Upon implementation of the Agreement, the parties will agree upon a schedule to
4 jointly review existing Building Services contracts that encompass a non-custodial body of work
5 historically performed by bargaining unit members. The parties will utilize the LMC for the joint
6 review. The County's intent is to assign bargaining unit members to perform that body of work
7 whenever possible. The review process shall evaluate whether

8 --employees possess the necessary skills;

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

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

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

12 --safety or liability issues exist; and

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

15 **10.3.2.** If FMD becomes responsible for new or additional facilities and/or work where the
16 maintenance needs include a non-custodial body of work historically performed by bargaining unit
17 members, FMD will assign the work to bargaining unit members in the absence of an extenuating
18 circumstance. If an extenuating circumstance may be present, the parties will convene an LMC
19 meeting to review the matter, using the above criteria.

20 **10.4. Community Corrections Work Program.** The County agrees not to assign to the
21 Community Corrections program the work normally performed by bargaining unit members if the
22 assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining
23 unit. FMD will provide the LMC with quarterly updates of work the Community Corrections crew is
24 performing. Prior to expanding the work of the Community Corrections crew to performing work
25 historically performed by bargaining unit members on an ongoing, regular basis, the County will
26 bargain such expansion.

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

28 **11.1. Wage Rates.** Wage rates for the term of this agreement will be in accordance with

1 classifications and wage rates listed in Addendum A, which is a part of this agreement.

2 **11.2. Step Movement.** All regular full-time and regular part-time employees who are not at
3 Step 10 or on probation will advance to the next higher step on the salary range on January 1 of each
4 year of the Agreement.

5 **11.3. Cost of Living Adjustment (COLA).** Except as otherwise provided in the Parties
6 Memorandum of Agreement entitled "Memorandum of Agreement by and Between King County and
7 Service Employees International Union, Local 925 Addressing The 2011 Budget Crisis" (Document
8 code: 000U0310_COLA-2011_012) expiring December 31, 2014, eligible bargaining unit employees
9 will be eligible to receive COLA as provided for below.

10 **2013** - Effective January 1, 2013 employees shall be eligible to receive 95% of the annual
11 average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for
12 Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current
13 year). Zero percent (0%) floor and no ceiling.

14 **2014** - Effective January 1, 2014 employees shall be eligible to receive 95% of the annual
15 average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for
16 Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current
17 year). Zero percent (0%) floor and no ceiling.

18 **Economic and Fiscal Conditions Reopener.** The parties agree when significant shifts in
19 economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen
20 negotiations for COLA when triggered by either an increase in the King County unemployment rate
21 of more than 2 percentage points compared with the previous year or a decline of more than 7%, in
22 County retail sales as determined by comparing current year to previous year. Data will be derived
23 from Washington State Department of Revenue. By no later than July 30th of each year of this
24 agreement, the county will assess whether the economic measurements listed above trigger contract
25 reopeners on COLA for the subsequent year.

26 **11.4. Lead Worker.** An employee designated in writing by the Division Director/designee
27 as "lead worker" shall receive a seven percent and one half (7.5%) premium in addition to the base
28 wage for all time so assigned.

1 **11.5. On-Call.** All employees required to carry notification devices (pagers or “beepers”)
2 during their normally scheduled time off shall be compensated at the hourly rate of \$0.75 (seventy
3 five cents) for all time spent while so assigned.

4 **11.6. Schedule Changes.** All hours worked by an employee required to work a special
5 schedule or to change his/her shift, absent five (5) work days advance written notice as provided in
6 Article 12.5, shall be compensated as overtime at one and one-half (1-1/2) times the regular rate of
7 pay; provided, however, in a case where snow removal, flood control, and/or sanding operations have
8 been anticipated and “alert” or “standby” status advance warning has been given or in a case where a
9 special schedule is needed to respond to conditions or circumstances beyond the control of the
10 County, overtime pay shall not be required under this section; provided further, an employee who
11 voluntarily accepts a training opportunity with less than five (5) days notice of a schedule/shift
12 change may adjust his/her schedule and shall not be eligible for overtime under this section.

13 **11.7. Licenses and Certifications.** Employees who are required to have hazardous materials
14 handling, commercial drivers, or other licenses, certificates, or special endorsements, except standard
15 driver’s licenses, to perform their jobs, will be reimbursed for the cost of maintaining these licenses
16 or certificates.

17 **11.8. Shift Differential.**

18 **A. Hazardous Waste.** Hazardous Waste Technicians, Hazardous Waste
19 Surveyor/Project Manager, and Supervising Hazardous Waste Technician shall receive a 10% shift
20 differential for working swing shift during the period 2:00 p.m. through 10:00 p.m. and a 15% shift
21 differential for working graveyard shift during the period 10:00 p.m. through 4:00 a.m.

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

26 **11.9. Overtime.** Employees on a five (5) day schedule shall be paid at the rate of time and
27 one-half (1-1/2) for all compensated hours in excess of eight (8) in one day, exclusive of lunch
28 period, or forty (40) in one week. Employees on a four-day schedule shall be paid at the rate of time

1 and one-half for all compensated hours in excess of ten (10) in one day, exclusive of lunch period, or
2 forty (40) in one week. Employees shall be paid at the rate of one and one-half (1-1/2) times their
3 regular rate of pay for all regularly scheduled hours worked during the nine (9) hour period following
4 the end of the employee's previous shift, unless a higher rate applies. Overtime shall be compensated
5 for in cash except as provided in Section 11.13.

6 **11.10. Work Week.** The work week shall be as determined by the County to comply with
7 Fair Labor Standards Act (FLSA) provisions. Saturday and Sunday work is not overtime when it is a
8 regularly scheduled work day for the individual crew unless required by the FLSA.

9 **11.11. Prior Authorization.** All overtime shall be authorized in advance by the Section
10 Manager or his/her designee in writing, except in emergencies.

11 **11.12. Overtime Assignments.**

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

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

25 The list will initially be created in seniority order. Offers of overtime work will always be
26 made to the employee at the top of the list. Once an employee is offered overtime work, the
27 employee's name will move to the bottom of the list, whether or not the employee accepts the
28 overtime assignment. All others on the list will move up accordingly. The list will be updated on the

1 first of each month. Each month employees will have an opportunity to be added to the bottom of
2 the overtime list. The lists will distinguish among regular, term-limited, and temporary employees.

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

9 **Step 1.**

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

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

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

18 **Step 2.**

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

21 **Step 3.**

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

25 **C. Supported Employees.**

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

28 **11.13. Compensatory Time.** There shall be no practice of compensatory time off unless

1 requested by the employee and agreed to by the Section Manager or designee.

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

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

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

10 **11.14. Call Out.** A minimum of four (4) hours at one and one-half (1-1/2) times the regular
11 rate shall be allowed for each call out. Where such call out work exceeds four (4) hours, the actual
12 hours worked shall be allowed at one and one-half (1-1/2) times the regular rate. A "callout" will be
13 defined as a circumstance where an employee has left the work premises and is subsequently required
14 to report back to work prior to his/her normally scheduled shift. In the event the employee is called
15 back to work within four (4) hours of the start of his/her regular shift, the employee will be
16 compensated at the overtime rate only for the hours immediately preceding the start of his/her regular
17 shift.

18 **11.15. Special Schedule.** Specially scheduled working hours will be compensated at one and
19 one-half (1-1/2) times the regular rate. In the event this specially scheduled work is accomplished
20 prior to the normal working hours and the employee subsequently works his/her regular shift, the
21 regular shift shall be compensated at regular pay.

22 **11.16. Emergency Call Outs.** Emergency call outs with less than two hours notice shall be
23 paid at two (2) times the regular rate for a minimum of four (4) hours. In the event this emergency
24 call out work is accomplished prior to the normal working hours and the employee subsequently
25 works his/her regular shift, the regular shift shall be compensated at regular pay.

26 **11.17. Hours Worked.** For purposes of this Article, "hours worked" means all compensated
27 hours.

28

1 **11.18. 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 **11.19 Supported Employee Program Review**

7 The parties to this Agreement acknowledge that there exists an ongoing study of the County's
8 Supported Employment Program. The Union will be kept apprised of the status of that study as it
9 applies to this unit. The parties agree to reconvene negotiations with the intent of determining the
10 appropriate pay rate for any new classifications for the aforementioned employees. Further, the
11 parties agree that no employee in this Program will suffer a reduction in their hourly rate as a result of
12 the study.

13 **ARTICLE 12: HOURS OF WORK**

14 **12.1. Normal Workweek.** The normal work week shall consist of five (5) consecutive work
15 days not to exceed eight (8) hours each to be completed in a nine (9) hour period and not to exceed
16 forty (40) hours per week. Meal periods will be unpaid.

17 **12.2. Split Shifts.** Split shifts will not be scheduled except with the expressed written
18 consent of the employee. Employees will not be required to work both Saturday and Sunday, except
19 in cases of emergency or with the expressed written consent of the employee, unless Saturday and
20 Sunday work is a part of a normal work schedule.

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

28 **12.4. Schedule Changes.** The supervisors and lead workers may change the scheduled hours

1 and provide special schedules for special operations such as snow removal, flood control and sanding
2 operations, and other special schedules such as watchmen or other personnel on special activities;
3 provided, however, special clothing and special equipment will be made available for special
4 operations.

5 **12.5. Notice for Special Schedule or Shift Change.** Normally, at least five (5) working
6 days advance written notice shall be given the employee prior to the commencement of a special
7 schedule or shift change, except in the case where snow removal, flood control and sanding
8 operations may be anticipated, in which case an "alert" or "stand-by" status advance warning is
9 sufficient. An employee who works performing tasks considered "special operations" as defined
10 above will have such experience recognized by a letter placed in the personnel file of the employee
11 with a copy to the employee. Shift changes shall not be used to circumvent overtime pay.

12 **12.6. Safety Meetings.** Where regular safety meetings are conducted, employees will be
13 released from work with pay to attend. If necessary, the employee's work schedule will be altered to
14 accommodate their participation during paid working hours.

15 **12.7. Release from Work.** If an employee is scheduled to work but no work exists, the
16 County must notify the employee at least two (2) hours prior to the beginning of the normal shift or a
17 four (4) hour minimum pay will prevail.

18 **12.8. Hours Worked Definition.** For purposes of this Article, "hours worked" shall mean
19 all compensated hours.

20 **12.9. Floor Care Specialist Schedule.** Employees performing Floor Care Specialist duties
21 shall work forty (40) hours a week within a seven (7) consecutive day period, as provided below:

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

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

26 **12.10. Hazardous Waste Schedules.** For Hazardous Waste Technicians, Hazardous Waste
27 Supervisors and Hazardous Waste Surveyor/Project Managers who work a 4 day/10 hour work week,
28 the following shall apply:

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

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

5 C. Division Management has the right to return the employees as a group to an eight
6 (8) hour/five (5) day schedule in the event the four/ten work week does not meet the business needs
7 of the division. Such return shall be subject to the notice requirement in Article 12, Section 5 and the
8 compensation requirements in Article 11, Section 6. In addition, Division management shall
9 officially notify the union in advance and discuss with the union possible alternatives to a return to an
10 eight hour/five day schedule.

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

15 E. If a holiday is officially observed on a Friday that is a normal day off, the holiday
16 will be taken on the last normal work day of that week. If a holiday is officially observed on a
17 Monday that is a normal day off, the holiday will be taken on the next normal work day of that week.

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

19 **13.1. Maintenance of Benefits.** The County shall maintain the current level of benefits
20 under its medical, dental, vision and life insurance programs during the life of this Agreement subject
21 to modification by the Joint Labor-Management Insurance Committee (JLMIC) as provided in
22 Section 13.3.

23 **13.2. JLMIC Composition and Function.** The JLMIC shall be comprised of an equal
24 number of representatives from the County and the King County Labor Coalition whose function
25 shall be to review, study, and make recommendations relative to existing medical, dental, and life
26 insurance programs.

27 **13.3. Incorporation of Changes.** The Union and the County agree to incorporate changes to
28 employee insurance benefits which the County may implement as a result of the agreement of the

1 Joint Labor Management Insurance Committee.

2 **13.4. Insurance Eligibility.** Regular, probationary, and term-limited temporary employees
3 are eligible for benefits under this Article.

4 **ARTICLE 14: MISCELLANEOUS**

5 **14.1. Mileage Reimbursement.** All employees who have been authorized to use their own
6 transportation on County business shall be reimbursed at the rate established by the County Council
7 action.

8 **14.2. Classification Specifications.** The County shall furnish the Union with specific
9 classification specifications for all classifications in the bargaining unit upon written request. The
10 County shall also furnish the union with job announcements describing the function, scope and
11 complexity of specific positions and the knowledge, abilities and qualifications for the positions. The
12 County will notify the Union of proposed revisions to the classification specifications, and the
13 County and the Union shall meet to review the proposed revisions prior to implementation on written
14 request of the Union.

15 **14.3. Uniforms and Inclement Weather Gear.**

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

19 **B. Inclement Weather Gear.** The County will provide appropriate rain gear for all
20 employees working in inclement weather as needed. Employees are responsible for care and
21 cleaning. Employees may exchange worn or damaged gear on an as needed basis.

22 **14.4. Training.** The County recognizes the mutual benefit to be attained by affording
23 training opportunities to employees relating to their job duties and shall provide information and
24 access to training opportunities, within budgeted appropriations. The training opportunities shall be
25 guided by, but not limited to, the overall objectives of encouraging and motivating employees to
26 enhance their personal capabilities in performance of their jobs. All employees shall have equal
27 access to training. The County may provide employees release time to attend training programs that
28 will be beneficial to their job performance. Notice of all such training opportunities which

1 management deems appropriate will be made available to all employees in writing. If the County
2 requires attendance at such training programs, the County will pay the expenses incurred.

3 **14.5. Procedures Changes.** Changes in written procedural guidelines or other work rules or
4 regulations will be implemented only upon written notification of revisions to the Union. No
5 employee shall be held responsible for violation of a written instruction, regulation, rule or guideline
6 provided oral instructions to do so were received from supervisory personnel.

7 **14.6. Meet and Confer.** Matters of common concern to the parties will be the subject of
8 Meet and Confer discussion upon request of either Section Manager or Union Representative. Such
9 meetings will be scheduled at the mutual convenience of both parties.

10 **14.7. Labor-Management Committee (LMC).** LMC meetings will be held on at least a
11 quarterly basis. The purpose will be to deal jointly with issues of mutual interest and to maintain and
12 improve Labor-Management relations. The LMC does not have the authority to hear active
13 grievances or circumvent the grievance process contained within this Agreement. Further, the LMC
14 may bargain upon agreement by the parties' authorized bargaining agents, who shall be present for
15 bargaining. LMC agendas and minutes shall be distributed to LMC members at least three working
16 days in advance of the meeting. Agenda items shall be submitted by both Labor and Management
17 and shall be limited to items of a group, rather than an individual, interest and concern. The jointly
18 approved minutes shall stand as the official record of decisions made by the LMC. In addition, the
19 LMC will maintain a decision log summarizing all agreements reached by the LMC.

20 **14.8. Work Assignments.**

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

1 **14.9. Hiring Processes.**

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

9 **B. Transfers.**

10 1. The County retains the right to transfer employees.

11 2. The County will not initiate a competitive process to fill an open position
12 until after bargaining unit members have had an opportunity to make a lateral transfer. To be
13 considered for a transfer, an employee must possess the qualifications and skills that the appointing
14 authority has determined to be required in the vacant position. If more than one employee requests
15 the transfer, selection will be based upon seniority within the bargaining unit.

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

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

20 **C. Promotions.** If, based on a comprehensive review of the required initial
21 application materials, regular bargaining unit employees are determined to meet the posted minimum
22 qualifications for a promotional vacancy, those employees will be given additional consideration
23 during each phase of the selection process. If a regular bargaining unit employee is not selected for
24 the promotion, other bargaining unit members who meet the posted minimum qualifications will be
25 given additional consideration over external applicants. The decision as to which applicant will be
26 selected to fill the vacancy shall be the sole prerogative of the appointing authority. Unsuccessful
27 candidates for promotional vacancies will be notified that another person has been selected and upon
28 request will be entitled to a meeting with the appointing authority or designee to discuss the reasons

1 for their non-selection.

2 **14.10. Payroll Process Changes.** If during the life of this Agreement the Council or
3 Executive adopts a biweekly payroll plan, the parties agree to adopt the plan.

4 **14.11. Classification/Compensation Project.** If the County announces its intent to implement
5 any results of the Classification/Compensation Project, it will give notice to the Union and bargain the
6 effects of the change.

7 **14.12. Union Notification.** When a significant change in work processes or methods is
8 contemplated, the Union will be notified in writing. Upon the Union's request, changes in work
9 processes shall be discussed before they are implemented, except in the event of an emergency.

10 **14.13. Bus Passes.** Employees who are benefit eligible will also be eligible for a bus pass
11 and other benefits of the King County Employee Transportation Program.

12 **14.14. Downtown Parking.** The County agrees to provide County garage parking at no cost
13 to bargaining unit employees who work in the Downtown Courthouse Complex and who have
14 regularly scheduled shifts on weekends and/or beginning at 3:00 p.m. or later. Further, the County
15 agrees to provide parking at no cost to the employee if the County requires that he/she be temporarily
16 assigned to report to the Downtown Complex.

17 **ARTICLE 15: DISPUTE RESOLUTION PROCEDURES**

18 **15.1. Purpose.** King County recognizes the importance and desirability of settling
19 grievances promptly and fairly in the interest of continued good employee relations and morale. The
20 following process is outlined to accomplish this. Every effort will be made to settle grievances at the
21 first level of supervision.

22 **15.2. Employees Unimpeded.** Employees will be unimpeded and free from restraint,
23 interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

24 **15.3. Definitions.**

25 **A. Grievance -** An issue raised by an employee or his/her union representative
26 relating to the interpretation of the employee's rights, benefits or conditions of employment as
27 contained in this Agreement.

28 **B. Institutional Grievance -** An issue raised by the Union or the County related to

1 interpretation or application of this contract.

2 **15.4. Procedure.**

3 **A. Step 1.** A grievance shall be presented by the affected employee and his/her union
4 representative, if the employee wishes, to the employee's immediate supervisor within twenty-one
5 (21) calendar days of the event which gives rise to the grievance. The immediate supervisor shall
6 work with the employee and the Union representative to investigate and resolve the grievance within
7 twenty-one (21) calendar days after the employee contact. Any grievance not presented in writing to
8 the next level of this procedure, within the time limits contained in this procedure, shall be presumed
9 resolved. A record of the grievance and its resolution shall be kept on a form mutually acceptable to
10 the County and the Union.

11 **B. Step 2.** If a grievance cannot be resolved at Step 1, the matter may be referred to
12 the Division Director for resolution. To be considered timely, this referral must occur within twenty-
13 six (26) days of the employee's initial contact with his/her immediate supervisor. The referral shall
14 be in writing from the Union and shall describe the specific event(s) giving rise to the grievance, the
15 section(s) of the Agreement allegedly violated, and the remedy sought.

16 1. The Division Director or his/her designee, the employee, and the Union
17 representative will work to resolve the grievance within thirty (30) days of its referral to Step 2.
18 During this process, mediation may be used with the agreement of the Division Director and the
19 Union representative. If mediation is agreed to, a mediator will be selected from a mutually
20 agreeable source.

21 2. If the Union representative, the employee, and the Division Director are
22 unable to reach agreement resolving the grievance, the decision of the Division Director shall be
23 presented to the employee and the Union in writing within thirty-five (35) days of the referral to
24 Step 2. Additionally, if there is no resolution, the Division Director's final pre-arbitration response
25 must be concurred in by the Labor Negotiator, who will be the Union's contact for the employer
26 thereafter in the process.

27 **C. Step 3.** Any grievance not resolved at Step 2 may be submitted to arbitration.
28 Any such submittal must occur within thirty (30) days of the Division Director's Step 2 decision and

1 must specify the exact question to be arbitrated or the grievance shall be presumed resolved.

2 **15.5. Arbitration Procedure.** Should arbitration be necessary either after an attempt to
3 mediate the grievance or directly after Step 2, the parties shall select a third disinterested party to
4 serve as arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the
5 arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration
6 Association or the Federal Mediation and Conciliation Service, whichever source is mutually
7 acceptable. The arbitrator will be selected from the list by both the County representative and the
8 Union, each alternately striking a name from the list until only one name remains. The party to strike
9 first will be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the
10 Association shall be asked to render a decision promptly and the decision of the arbitrator shall be
11 final and binding on both parties.

12 A. No matter may be arbitrated which the County, by law, has no authority over, has
13 no authority to change, or has been delegated to any civil service commission or personnel board, as
14 defined in RCW 41.56.

15 B. The arbitrator shall have no power to change, alter, detract from or add to the
16 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
17 this Agreement in reaching a decision.

18 C. The arbitrator's fee and expenses and any court reporter's fee and expenses shall
19 be borne equally by both parties. Each party shall bear the full cost of its representation, including
20 attorneys, regardless of the outcome of the arbitration.

21 **15.6. Alternative Dispute Resolution Procedures.**

22 A. Unfair Labor Practice. The parties agree that thirty (30) days prior to filing a ULP
23 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
24 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
25 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
26 Labor Practice.

27 B. Grievance. After a grievance is initially filed, the following Alternative Dispute
28 Resolution (ADR) process may be followed, with mutual consent of the Union and the Division.

1 This process will not exceed ten (10) days:

2 1. A meeting will be arranged by the Union Representative, Division
3 management representative and HRD representative (or their designees) to attempt to resolve the
4 matter.

5 2. a. The meeting will include a mediator(s) and the affected parties.
6 b. The parties may mutually agree to other participants such as union
7 and management representatives or subject matter experts.

8 3. The parties will meet at mutually agreeable times to attempt to resolve the
9 matter.

10 4. If the matter is resolved, the grievance will be withdrawn.

11 5. If the matter is not resolved, the grievance will continue through the
12 grievance process.

13 6. The moving party can initiate the next step in the grievance process at the
14 appropriate times, irrespective of this process.

15 7. Offers to settle and aspects of settlement discussions will not be used as
16 evidence or referred to if the grievance is not resolved by this process.

17 C. This Section does not supersede or preclude any use of grievance mediation later
18 in the grievance process.

19 **15.7. Institutional Disputes.** After informal attempts to resolve institutional disputes, if
20 either the Union or management wishes to raise a dispute as to the application of this agreement, an
21 institutional grievance may be filed with the other party.

22 A. After the institutional grievance is filed, the parties will meet to attempt to resolve
23 the matter within the next sixty (60) days. Grievance mediation can be used if both parties agree.
24 Mediation services will be requested from a mutually acceptable source. If the matter is not settled
25 within these 60 days, the grieving party may invoke arbitration. The employer's final pre-arbitration
26 response or formal invocation of arbitration must be concurred in by HRD, which will be the Union's
27 contact for the employer thereafter in this process.

28 B. If arbitration is invoked, the arbitration procedures set forth in Article 15.5 shall

1 apply.

2 **15.8. Exclusive Process.** The right to process and settle grievances arising out of any
3 provision of this Agreement is wholly, to the exclusion of any other means available, dependent upon
4 the provisions of this Article. The Union and the County agree to act promptly and fairly in all
5 grievances.

6 **15.9. Probationary Employees.** All newly hired and promoted regular employees must
7 serve a probationary period as defined in the Personnel Guidelines. As those Guidelines specify that
8 the probationary period is an extension of the hiring process, the provisions of this Article will not
9 apply to employees if they are discharged during their initial probationary period or are demoted
10 during the promotional probationary period for not meeting the requirements of the classification.
11 Grievances brought by probationary employees involving issues other than discharge or demotion
12 may be processed in accordance with this Article.

13 **15.10. Temporary Employee Right to Grieve.** Seasonal, temporary, and term-limited
14 temporary employees shall have no right to grieve discipline and discharge. Grievances brought by
15 seasonal, temporary, and term-limited temporary employees involving issues other than discipline
16 and discharge may be processed in accordance with this Article.

17 **15.11. Time Limits.** The time limits set forth in this Article may be extended upon written
18 consent of both parties. Unless a written extension has been granted, failure of the grievant to pursue
19 the grievance to the appropriate step within the time limits set forth herein shall constitute a waiver of
20 the grievant's right to pursue the grievance to the next step. Failure of the County to respond to the
21 grievant within the time limits set forth herein shall automatically move the grievance to the next step
22 with notice provided to the management person at the next applicable step by the Union.

23 **15.12. Step for Filing.** A grievance may be filed at any step that is mutually agreed upon in
24 writing by the County and the Union.

25 **15.13. Waiver of Steps.** The Union and County may agree in writing to waive any of the
26 above steps.

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

28 **16.1. Layoff.** The County and the Union recognize the value of well trained and qualified

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

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

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

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

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

- 21 1. Looking for internal placements within the bargaining unit.
- 22 2. Interviewing potential RIF candidates and considering their qualifications for any
23 pending bargaining unit vacancy prior to opening the vacant position to other candidates. When RIF
24 candidates could be trained on the job within the probation period, management will consider training
25 the candidate to meet minimum requirements for passing probation.
- 26 3. Not requiring probation for employees when they've met the qualifications of the
27 vacancy previously.
- 28 4. Looking outside the bargaining unit for placements pursuant to Section 16.7 of this

1 Article.

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

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

10 **16.5. Layoff by Classification.** Employees laid off as a result of a lack of work and/or
11 shortage of funds shall be laid off according to seniority within classification as set forth in Article
12 17, Seniority, of this Agreement.

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

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

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

1 from which the employee was laid off moves to a higher pay range, the employee will continue to
2 have recall rights to that classification or to any new classification which includes the classification
3 held at the time of layoff.

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

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

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

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

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

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

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

1 The supervisor will match affected employees' qualifications to position qualification requirements.

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

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

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

11 **ARTICLE 17: SENIORITY**

12 **17.1. Definitions.** Seniority shall be defined as follows:

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

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

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

27 **17.2. Seniority Upon Promotion.** A regular employee in the bargaining unit who is
28 promoted to another classification within the bargaining unit shall continue to accrue seniority in the

1 classification from which s/he was promoted.

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

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

9 **ARTICLE 18: EQUAL EMPLOYMENT OPPORTUNITY**

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

14 **ARTICLE 19: SAVINGS CLAUSE**

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

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

22 **20.1. Public Interest.** The County and the Union agree that the public interest requires
23 efficient and uninterrupted performance of all County services and to this end pledge their best efforts
24 to avoid or eliminate any conduct contrary to this objective.

25 **20.2. No Lock Out.** The County agrees not to lock out employees covered under this
26 Agreement.

27 **20.3. No Work Stoppage.** The Union shall not cause or condone any work stoppage,
28 including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave

1 absence which is not bona fide, or other interference with County functions by employees under this
2 Agreement and should same occur, the Union agrees to take appropriate steps to end such
3 interference. Any concerted action by any employee in the bargaining unit shall be deemed a work
4 stoppage if any of the above activities have occurred. Being absent without authorized leave shall be
5 considered as an automatic resignation. Such a resignation may be rescinded by the Section Manager
6 if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the
7 date his/her automatic resignation became effective.

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

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

- 15 1. Discharge.
16 2. Suspension or other disciplinary action as may be applicable to such
17 employee.

18 **ARTICLE 21: WAIVER CLAUSE**

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

25 **ARTICLE 22: EMPLOYEE RIGHTS**

26 **22.1. Off-Duty Activities.** The off-duty activities of employees shall not be cause for
27 disciplinary action unless said activities are detrimental to the employee's work performance or the
28 program of the agency.

1 **22.2. Just Cause.** No regular employee shall be disciplined or discharged without just cause.
2 Disciplinary action shall normally be taken within fourteen (14) calendar days of the County's
3 knowledge of the alleged violation or such action will be null and void. Provided, that if the
4 circumstances surrounding the alleged violation and subsequent investigation are such that the
5 County could not complete the necessary investigation and take disciplinary action within fourteen
6 (14) calendar days of the alleged violation, the disciplinary action shall be taken within fourteen (14)
7 calendar days of the conclusion of the investigation or such action will be null and void. All
8 investigations related to disciplinary matters will be conducted in a timely manner. After engaging in
9 an investigatory meeting for alleged misconduct or potential discipline, the employee will be notified
10 of the results of the investigation whether or not the investigation resulted in discipline. For purposes
11 of this section, "County" shall mean the first level of supervision outside of the bargaining unit.

12 **22.3. Grievance Procedure.** If at any level, the County determines to bring disciplinary
13 action against any regular employee for any reason, the employee shall be apprised of his/her rights
14 of appeal and representation as provided for in the Grievance Procedure of this Agreement.

15 **22.4. Personnel Files.** Official personnel files shall be securely maintained in a central
16 location. Employees shall have the right to review their personnel files with reasonable notice, and
17 they shall be entitled to copies of the contents upon request. Employees may add a rebuttal statement
18 to any disputed item(s) contained in the file, which shall be attached to the document(s) in question
19 and retained in the file. Negative performance/behavior-related materials to be inserted into the
20 personnel file shall be reviewed by the employee prior to being inserted into the personnel file; the
21 employee shall first sign the material to be placed into the file, thereby documenting only his/her
22 acknowledgement of the documented performance or behavior deficiency. An employee may
23 request, after a minimum of two years, to have records of disciplinary actions removed from the
24 employee's personnel file. The County will consider the request if no related violations have
25 occurred since the disciplinary action was issued. Employees may request to have included in the
26 personnel file any written documentation that reflects favorably on the employee's conduct or work
27 quality. Nothing in this section shall prevent the County and the Union from reaching a mutually
28 acceptable agreement regarding the removal or revision of personnel records as the result of a

1 grievance settlement.

2 **22.5. Letters of Commendation.** Letters and other memoranda of commendation, whether
3 received from the County or outside parties, shall be retained in the employee's official personnel
4 file.

5 **22.6. Health/Medical Records.** Health and medical records of employees shall be securely
6 maintained in a central location. Such files are entirely separate and distinct from the employee's
7 personnel file. No information pertaining to the employee's health or medical conditions will be kept
8 in personnel files or supervisor files.

9 **22.7. Supervisor's Files.** Supervisors may maintain secondary personnel files to aid in
10 preparation for the annual performance evaluation. Items appropriate to be kept in such files include
11 samples of work, copies of letters of commendation and/or complaint, notes from informal
12 discussions with the employee regarding work performance and corrective action, and copies of
13 training records. The file shall be purged when the evaluation has been completed. Employees shall
14 have the right to review their file with reasonable notice. Employees may add a rebuttal statement to
15 any disputed item(s) contained in the file, which shall be attached to the document(s) in question and
16 retained in the file.

17 **22.8. Confidentiality of Personal Information.** Personnel files, records, and supervisor's
18 files shall be maintained in a secure and confidential manner.

19 **22.9. Access to Information by Outside Parties.** In the event a public disclosure request is
20 received from an outside party seeking to access an employee's personnel files or records, the County
21 will inform the employee of the identity of the requesting party and the nature and scope of the
22 request as soon as practicable prior to disclosure.

23 **22.10. Reclassification.** Reclassification requests (position description questionnaires)
24 submitted to supervisors shall be submitted to the Human Resources Division within ten (10)
25 working days. The Human Resources Division shall act within four (4) months of the original
26 submittal.

27 **22.11. Drug and Alcohol Policy.** The Executive Order #PER 15-2-2 (AEP), dated
28 March 14, 2012, "Policy for King County Prohibited Drug Use and Alcohol Misuse Education and

1 Testing Program” (hereinafter called “Drug and Alcohol Policy”), as amended, is incorporated herein
2 by reference, with the following modifications or additions.

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

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

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

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

14 **23.1. Acting Capacity.** All work outside of classification in an acting capacity shall be
15 assigned in writing by the Division Director/designee for an entire day/shift. An employee so
16 assigned to work outside of classification shall be paid at the first step of the higher class or five
17 percent (5%) over the salary received prior to the assignment, whichever is greater, for all time spent
18 while so assigned.

19 **23.2. Filling the Position.** After forty-five (45) calendar days of work performed in
20 accordance with 23.1, a meeting may be requested by the Union. The purpose of the meeting would
21 be to review the circumstances and to discuss the need to fill the position vacated by the employee
22 working out of classification and the strategy for filling the position to which the employee is
23 currently assigned in an acting capacity, or implement the recall process if applicable.

24 **23.3. When Used.** Work out of class will not be used in lieu of filling vacancies through the
25 normal, open competitive selection process. Work out of class may be used to meet needs such as:

- 26 (1) Time limited or project specific workload;
27 (2) Seasonal work;
28 (3) Cyclical work;

- 1 (4) Backfill vacancies during selection process;
- 2 (5) Backfill vacancies that may be target for elimination;
- 3 (6) Backfill vacancies due to leaves of absence;
- 4 (7) Backfill vacancies during dispute resolution.

5 **23.4. Training Capacity.** Employees in a training capacity may be assigned work normally
6 performed by a higher classification, except they will not be placed in a training capacity to
7 circumvent the intent of Section 23.1, hereof. An employee assigned to a training capacity shall be
8 under the supervision and guidance of his/her immediate supervisor and shall not be in the training
9 position for more than ten (10) consecutive, regular working days.

10 **23.5. Accountability.** Employees shall not be held accountable while performing work
11 unrelated to the concept of their class specification except as provided in Section 23.1.

12 **23.6. Seasonal and Cyclical Work.** Seasonal or cyclical work out of class as Floor Care
13 Specialist, Window Washer, Utility Worker, and Hazardous Waste Technician, will be assigned on a
14 voluntary basis to employees qualified to perform the work, provided such work can be scheduled
15 without incurring an overtime liability. Whenever possible, licensed Custodians or Utility Workers
16 will be offered the opportunity for Hazardous Waste Technician work prior to hiring such from
17 outside the Division. Pay for work so assigned shall be for all hours worked outside of classification.
18 The frequency and duration of such work out of class assignment to individual employees shall be at
19 the sole discretion of management. In the event employees cannot be assigned without incurring an
20 overtime liability, the County may assign the work out of classification to other bargaining unit
21 employees.

22 **23.7. Window Washing.** Employees assigned to work out of class washing windows shall
23 receive assignment pay beginning with the first hour of assignment and will perform all functions of
24 the assignment.

25 **ARTICLE 24: UNION REPRESENTATION**

26 **24.1. Visiting Work Sites.** Authorized representatives of the Union may, after notifying the
27 County official in charge, visit the work location of employees covered by this Agreement at any
28 reasonable time for purposes related to responsibilities as the collective bargaining agent, including

1 the investigation of grievances, but shall not conduct union business on County time.

2 **24.2. Access to Members.** Authorized representatives of the Union may have reasonable
3 access to its members in County facilities for transmittal of information or representation purposes
4 before work and during lunch breaks or other regular breaks as long as the work of the County
5 employees and services to the public are unimpaired. Prior to contacting members in County
6 facilities, such authorized agents shall make arrangements with the division manager.

7 **24.3. Stewards.** The Union shall have the right to appoint stewards under the terms of this
8 Agreement. The Division shall be furnished with the names of stewards so appointed. The steward
9 shall see that the provisions of this Agreement are observed, and he/she shall be allowed a reasonable
10 time to investigate grievances during regular working hours.

11 **24.4. Exercise of Rights.** It shall be a violation of this Agreement to directly or indirectly
12 interfere with, restrain, coerce, or discriminate against any employee or group of employees in the
13 free exercise of their right to organize and designate representatives of their own choosing for the
14 purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

15 **24.5. Bulletin Boards.** The County agrees to permit the Union to post on County bulletin
16 boards the announcement of meetings, election of officers, and any other Union material, provided
17 there is sufficient space beyond what is required by the County for "normal" operations. If sufficient
18 space is not available on County boards or in areas where County boards are not available, the Union
19 may provide one with location of same to be determined through mutual agreement of the Union and
20 the Employer.

21 **24.6. Email Access.** To the extent feasible, authorized union stewards, negotiating team, and
22 LMC members may use the e-mail system for contract administration purposes, provided that this
23 provision is consistent with other County policies and does not interfere with County business.

24 **ARTICLE 25: PRODUCTIVITY RECOGNITION PROGRAM**

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

28 **25.2. Productivity Goals.** The productivity goals will be based on reasonable measures of

1 performance in areas such as quality and quantity of work. The parties agree that the goals will be
2 tailored to classification responsibilities and consequently recognize that some measures may be
3 specific to certain classifications and not others. The parties agree that the Productivity Program is
4 not intended to result in staffing reduction as productivity increases.

5 **25.3. Monthly Premium.** For each month during the life of the contract, all employees in
6 the Program will receive a monthly premium of \$100 for participating in the program.

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

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

13 The following criteria will apply:

14 A. Employees are eligible for the recognition payment if they exceed performance
15 standards for the work performed the previous quarter.

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

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

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

23 D. Customers will be surveyed in April and October of each year and surveys will be
24 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.

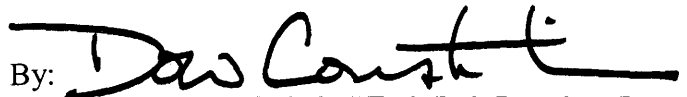
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1 **ARTICLE 26: DURATION**

2 This Agreement shall be in effect following full and final ratification by the Council and
3 remain in effect until December 31, 2014.


4 Contract negotiations for the period beginning January 1, 2015 may be initiated by either
5 party providing to the other written notice of its intention to do so no later than June 30, 2014. It is
6 the goal of both parties to conclude negotiations prior to expiration of this Agreement.


7
8 APPROVED this 8 day of OCTOBER, 2012.


9
10
11 By: 

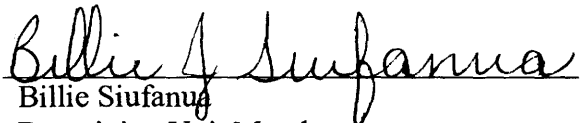
12 King County Executive

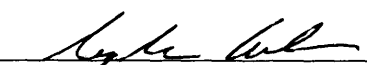
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16 For Service Employees International
17 Union, Local 925:

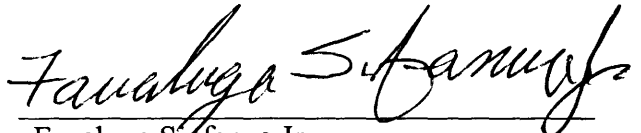
18 
19 Ida Kovacic
20 Organizer/Representative


Lester Roberts
Bargaining Unit Member

21 
22 Chris Black
23 Bargaining Unit Member


Billie Siufanua
Bargaining Unit Member

24 
25 Saybre Locke
26 Bargaining Unit Member


Faualuga Siufanua Jr.
Bargaining Unit Member

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

8

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."			
** Custodian employees in the Supported Employment Program: The rate of pay is 75% of the appropriate step of Range 30.			

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**MEMORANDUM OF AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND
KING COUNTY**

Discontinuation of Existing Productivity Recognition Program

Background

King County and Service Employees International Union Local 925 are parties to a labor agreement known as "Department of Executive Services - Facilities Management Division" (cba Code: 012). This collective bargaining agreement provides for a Productivity Recognition Program that compensates participating bargaining unit members that meet productivity standards annual amounts of \$2,400 or \$2,700 depending on their classification.

The County may seek to implement the Employee Accountability and Performance Appraisal System or EPAS for these bargaining unit employees in the near future. In any event, the County and the Union have agreed to phase out the existing productivity pay program for existing and newly hired bargaining unit employees.

The phase out and discontinuation of the existing productivity initiative will be conducted as follows.

Agreement

1.) Bargaining unit employees employed at the time of implementation of this agreement will continue to receive productivity pay pursuant to Article 25 of the parties collective bargaining agreement but will be held at pay ranges of the existing 2012 salary schedule and will forgo previously negotiated cost of living increases until such time (early 2015 based on Economic Forecasting Council Estimate) as the 2012 negotiated pay ranges and the new derived hourly productivity pay rate fall in line with the squared hourly salary table.


2.) Employees will continue to step progress annually on the frozen 2012 salary table during this period where existing bargaining unit members will be held at pay ranges of the existing 2012 salary schedule.

3.) Employees hired into bargaining unit positions after enactment of this agreement will not participate in the Productivity Recognition Program but will be eligible for COLA increase as provided for in the underlying collective bargaining agreement.

4.) This agreement expires December 31, 2015.

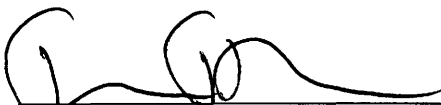
5.) In no event will an inspection with an unsatisfactory outcome affect employees' wages as established in this agreement.

Service Employees International Union,
Local 925:



Ida Kovacic

King County:



James J. Johnson

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Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
Service Employees International Union, Local 925 (Department of Executive Services - Facilities Management Division) and Memorandum of Agreement
Labor Negotiator
James J. Johnson

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA? x1</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>
1. Cost-of-Living Adjustment (COLA) – Eligible bargaining unit employees are covered by a Memorandum of Agreement Addressing the 2011 Budget Crisis (dictating no COLA for 2011 and terms of COLA for subsequent years).
2. A Memorandum of Agreement detailing the process of sun-setting the existing Productivity Recognition Program to include forgoing of Cost-of-Living Adjustments.
3.
4.
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**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Service Employees International Union, Local 925
(Department of Executive Services - Facilities
Management Division) and Memorandum of Agreement

TERM OF CONTRACT: January 1, 2012, through December 31, 2014
Memorandum of Agreement effective January 1, 2012,
through December 31, 2015

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS: The employees in the bargaining unit covered by this agreement maintain and service County buildings and facilities.

NEGOTIATOR: James J. Johnson

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	The agreement provides for reduction-in-force based on seniority.
➤ INTEREST-BASED BARGAINING:	The parties engaged in a modified interest-based bargaining process.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The agreement has a non-discrimination clause.
➤ CONTRACTING OUT OF WORK:	The County agrees not to contract out or assign to another agency or individual the work normally performed by members of the bargaining unit if the contracting out or assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining unit.
➤ LABOR / MANAGEMENT COMMITTEES:	The contract provides for a Labor/Management Committee.
➤ MEDIATION:	The parties may request mediation for the purpose of resolving disputes.
➤ CONTRACT CONSOLIDATION:	The agreement covers one bargaining unit.
➤ HEALTH BENEFITS COST SHARING:	The agreement calls for bargaining insured benefits in the Joint Labor Management Insurance Committee.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The agreement was negotiated in a timely manner.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: Service Employees International Union, Local 925
(Department of Executive Services - Facilities
Management Division) and Memorandum of Agreement

COUNCIL POLICY	COMMENTS
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	Use of temporary employees to perform bargaining unit work is provided for under the terms of the agreement.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The employees are currently paid on a biweekly schedule.
➤ INTEREST ARBITRATION ELIGIBLE:	These employees are not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	The agreement's no strike provision is consistent with standard provisions in other County contracts.
➤ ADDITIONAL LEAVE PROVISIONS:	The agreement's provisions on additional leave are consistent with County policy.
➤ HOURS OF WORK:	The normal work week shall consist of five consecutive work days not to exceed eight hours each to be completed in a nine hour period and not to exceed forty hours per week. Meal periods will be unpaid.
➤ PERFORMANCE EVALUATIONS:	The new labor agreement provides that the County may conduct performance evaluations at least annually as part of a systematic and equitable employee performance management system.

September 28, 2012

The Honorable Larry Gossett
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to continue to provide custodial and building maintenance services to County agencies pursuant to the negotiated agreement with Service Employees International Union, Local 925.

The enclosed ordinance, if approved, will ratify the Service Employees International Union, Local 925 (Department of Executive Services - Facilities Management Division) collective bargaining agreement for the period of January 1, 2012, through December 31, 2014 and a memorandum of agreement for the period of January 1, 2012, through December 31, 2015. The approximately 116 employees in the bargaining unit covered by these agreements maintain and service County buildings and facilities. These employees carry out their responsibilities in the classifications of Custodian, Utility Worker, Inventory Purchasing Specialist, Hazardous Waste Technician, and Hazardous Waste Technician Supervisor.

The terms and conditions of the collective bargaining agreement will remain largely unchanged from the previous agreement. During the term of the new agreement, the County may seek to implement the Employee Accountability and Performance Appraisal System for these bargaining unit employees. Pursuant to an accompanying memorandum of agreement detailing the phase out of an existing Productivity Recognition Program, bargaining unit employees employed at the time of implementation of this agreement will continue to receive productivity pay pursuant to the collective bargaining agreement but will be held at pay ranges of the existing 2012 salary schedule and will forgo previously negotiated cost-of-living adjustment (COLA) increases until such time as the 2012 negotiated pay ranges and the new derived hourly productivity pay rate fall in line with the squared hourly salary table. Employees participating in the Productivity Recognition Program will continue to step progress annually on the frozen 2012 salary table during this period.

Employees hired into bargaining unit positions after enactment of the memorandum of agreement will not participate in the Productivity Recognition Program but will be eligible for COLA increase as provided for in the underlying collective bargaining agreement. The previously negotiated COLA for years 2012, 2013, and 2014 is incorporated into the agreement and will apply to eligible employees. This COLA increase follows the standard County settlement agreed to with other labor organizations.

This agreement furthers the goals of the County's Strategic Plan in as much as it continues on the path of service excellence while helping maintain a quality workforce by providing fair wages and benefits and developing and retaining quality employees. It also promotes financial stewardship by establishing a wage reopener for COLA, if necessary, based on specific negative economic factors.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will help ensure King County residents continue to experience clean and safe County facilities.

If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Michael Woywod, Chief of Staff
Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County
Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Patti Cole-Tindall, Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	Service Employees International Union, Local 925 (Department of Executive Services - Facilities Management Division)	
Effective Date:	1/1/2012 - 12/31/2014	
Affected Agency and/or Agencies:	Facilities Management Division	
Note Prepared by:	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	Phone: 205-8004
Department Sign Off:	Hanh Mai, FMD Finance and Admin Services Mgr	Phone: 296-0662
Note Reviewed by:	T.J. Stutman, Budget Analyst	Phone: 263-9716
Supplemental Required?	NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2012*	2013	2014
FMD	5511	Facilities Management	\$ 81,414	\$ 0	\$ 0
TOTAL: Increase FM previous year			\$ 81,414	\$ 0	\$ 0
TOTAL: Cumulative			\$ 81,414	\$ 81,414	\$ 81,414

EXPENDITURE BY CATEGORIES:						
Expense Type	Fund Code	Department	2011 Base	2012*	2013	2014
Salaries		FMD	\$ 4,155,282	\$ 67,731	\$ 0	\$ 0
OT			\$ 188,700	\$ 3,076	\$ 0	\$ 0
PERS & FICA			\$ 650,729	\$ 10,607	\$ 0	\$ 0
Total			\$ 4,994,711			
TOTAL: Increase FM previous year			\$ 81,414	\$ 0	\$ 0	\$ 0
TOTAL: Cumulative			\$ 81,414	\$ 81,414	\$ 81,414	\$ 81,414

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period(s):	1/1/2012 – 12/31/2014
2. Wage Adjustments & Effective Dates:	
COLA:	90% Seattle June to June for 2012, 1.63% Based on the Office of Economic & Financial Analysis (OEFA) forecast, employees will receive no increases in 2013 or 2014 per the accompanying Agreement regarding “Discontinuation of Existing Productivity Recognition Program”
Other:	
Retro/Lump Sum Payment:	
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS/FICA:	PERS/FICA at 14.98%
Overtime:	Overtime based on 2011 actual Assumes staffing is constant over time
4. Other Cost Factors:	
* This bargaining unit is receiving the cost of living adjustment for 2012 as part of an agreement regarding Zero COLA for 2011.	