

Coalition Labor Agreement (CLA) - Appendix for 272
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 2084-FM
Department of Executive Services, Facilities Management Division

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**AGREEMENT BETWEEN
KING COUNTY
AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 2084-FM**

These Articles constitute an Agreement between King County (County) and the Washington State Council of County and City Employees, Local 2084-FM (Union).

ARTICLE 1: LABOR-MANAGEMENT COMMITTEE

1.1 Labor-Management Committee:

A. The parties agree to establish a Labor-Management Committee (LMC) which shall be authorized, consistent with applicable laws and the terms of this Agreement, to use principles of interest-based bargaining to interpret, apply, and resolve issues affecting Labor and/or Management.

B. The role of the JLMC is to oversee the tasks and/or committees called for in this Agreement, and those that it establishes, and to provide the necessary coordination on matters involving the following principles:

- To deal jointly with issues
- To maintain and improve labor-management relations and communications
- Establish commitment, mutual trust, and mutual respect
- To help identify and solve problems
- As a forum to exchange information
- To promote the highest degree of efficiency and responsibility in performance of the work and the accomplishment of the public purpose of the Facilities Management Division (FMD) in the Department of Executive Services (DES)
- Perform other duties as contained in this Agreement

C. The LMC will meet at least quarterly unless the parties mutually agree to change the schedule provided that no more than one hundred-twenty (120) days shall elapse between meetings. The parties will develop ground rules and other processes and procedures necessary for conducting LMC meetings.

D. The LMC does not waive or diminish management rights or union rights. The parties recognize that the LMC may not be able to resolve every issue.

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

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

The CLA shall apply to the individual bargaining unit's employees as follows:

2.1 The Preamble in its entirety

2.2 All superseding provisions, unless otherwise noted in the CLA or in this Appendix

2.3 For ease of reference, the following sections, which were previously listed in the appendix, are covered in the CLA:

- Purpose pursuant to CLA
- Union Membership pursuant to CLA Article 37
- Waiver and Complete Agreement pursuant to CLA Article 46
- Just Cause Standard pursuant to CLA Article 27
- Disciplinary Action pursuant to CLA Article 27
- Right to Representation pursuant to CLA Articles 26 and 27
- Mileage pursuant to CLA Article 24
- Subcontracting pursuant to CLA Article 16
- Safety Standards pursuant to CLA Article 42
- Holidays pursuant to CLA Article 10
- Vacation pursuant to CLA Articles 9 and 32
- Vacation use on Probation pursuant to CLA Article 32
- Sick Leave pursuant to CLA Articles 11 and 31
- Donation of Leaves pursuant to CLA Article 6
- Organ Donor Leave pursuant to CLA Article 36
- Bereavement Leave pursuant to CLA Article 8
- Internal Hiring Exam pursuant to CLA Article 35

- Jury Duty pursuant to CLA Article 5
- Volunteer Service pursuant to CLA Article 4
- Call Out and On Call pursuant to CLA Article 43
- Work out of Class pursuant to CLA Article 33
- Dispute Resolution Procedures pursuant to CLA Article 26
- Non-Discrimination pursuant to CLA Article 38
- Leave of Absence pursuant to CLA Article 22
- Bulletin Boards and Electronic Devices pursuant to CLA Article 23
- Medical, Dental and Life Plan pursuant to CLA Article 25
- Savings Clause pursuant to Article 30
- General Wage Increase pursuant to CLA Wages and Article 29
- Licenses and Certifications pursuant to CLA Article 44
- Duration pursuant to CLA Article 41

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

3.1 Recognition: The County recognizes the Union as the exclusive bargaining representative for all employees, other than confidential and supervisory employees, whose job classifications are listed in Addendum A and who work at Judge Patricia H. Clark Children Family Justice Center (CCFJC).

ARTICLE 4: RIGHTS OF MANAGEMENT

It is recognized that the County retains the right, except as otherwise provided in this Agreement, to manage the business of the County and to direct its workforce. Such functions of the County include, but are not limited to:

A. Recruit, examine, select, promote, transfer and train employees of its choosing, and to determine the times and methods of such actions;

B. Develop and modify class specifications as well as assignment for the salary range for each classification and allocate positions to those classifications;

- C. Determine the methods, materials and tools to accomplish the work;
- D. Designate work locations and assign employees to those locations;
- E. Reduce the workforce due to lack of work, funding or other cause consistent with efficient management;
- F. Discipline, suspend, demote or dismiss regular employees for just cause;
- G. Establish reasonable work rules;
- H. Assign and direct the work, assign the hours of work and assign employees to shifts of its designation;
- I. All of the functions, rights, powers and authority of the County not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the County.

ARTICLE 5: EMPLOYEE RIGHTS AND SENIORITY

5.1 Personnel Files:

- A. The employee and/or a Union representative may examine the employee's personnel files if the employee so authorizes in writing. Material placed into the employee's files relating to job performance or personal character shall be brought to their attention prior to placement in the file. The employee may challenge the propriety of including it in the files. If, after discussion, the County retains the material in the file, the employee shall have the right to insert contrary documentation into the file, or request the removal of a document that is in the file.
- B. Unauthorized persons shall not have access to employee files or other personal data relating to the employee. The Director of FMD/designee will determine staff authorized for access to personnel files maintained in FMD. All persons with the exception of FMD, Department of Human Resources (DHR), Labor Relations personnel, and Prosecuting Attorney Staff shall record access to employee files.
- C. Files maintained by supervisors regarding an employee are considered part of the employee's personnel file and subject to the requirements of applicable laws and any provisions of this Agreement applicable to personnel files, including allowing employee access to such files.

1 **5.2 Class Specifications:** When the phrase, such as “performs related work as required,” is
2 incorporated into the text of an official class specification as a representative example of work, the
3 assignment of such work on a regular and ongoing basis shall be within the essential duties and
4 responsibilities of the classification. Except as agreed to by the Union and the County, employees
5 shall not regularly and on an ongoing basis be assigned duties outside of their classification.

6 **5.3 Personal Property:** Employees whose personal property is damaged during the
7 performance of their duties shall have same repaired or replaced at County expense; provided, that
8 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork
9 necessary to process claims covered under this Section will be initiated by the County with due speed
10 upon receipt of the claim from the employee.

11 **5.4 Seniority Calculation:** For the purposes of this Agreement, seniority shall be defined as
12 the length of continuous regular service which includes seniority accrued with the former DYS
13 without a break in that service.

14 **5.4.1** The calculation of seniority will be accomplished by automatically crediting each
15 employee at the beginning of the calendar year with the number of regular hours they would be
16 scheduled to work during the remainder of the calendar year based on their employment status as a
17 full-time employee. Any leave-without-pay hours will then be subtracted from the total employment
18 and classification time as it is taken throughout the calendar year.

19 **5.4.2** Part-time regular employees will accrue seniority based on the number of regular hours
20 compensated during the calendar year, not to exceed a full-time accrual rate.

21 **5.4.3** No employee shall lose seniority due to an absence caused by an on-the-job injury or
22 otherwise as provided by law (e.g., military leave, FMLA).

23 24 **ARTICLE 6: HOLIDAY ADMINISTRATION**

25 **6.1 Holiday Compensation:**

26 **A. Holiday Worked:** Full-time and part-time employees who are eligible for holiday pay shall
27 receive one and one-half (1-1/2) their base hourly rate of pay for all hours worked on a holiday. This
28 holiday compensation for hours worked on a holiday shall be in addition to the holiday pay.

B. Holiday on Regular Day off: Employees who do not work the holiday, because it is their regular day off, shall either receive an additional days pay at their regular, straight-time base rate of pay (prorated for part time employees) or shall at their option receive a substitute holiday to be used preferably within the same pay period.

6.2 Holiday Staffing: The Division may use reduced staffing on holidays consistent with weekend staffing requirements. Volunteers will be sought first for holiday staffing. If there are insufficient volunteers, employees will be selected by the Supervisor using a rotation process of employees by classification and seniority. Employees may seek supervisory approval to exchange their assigned holidays so long as the Division incurs no additional costs. Employees proposing the exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the holiday. Any exchange of holiday assignments will obligate both employees to work those days which they have exchanged.

ARTICLE 7: VACATION REQUESTS AND INCREMENTAL USE

7.1 Vacation Requests:

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

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

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

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

E. Vacation preference requests shall contain a maximum of five (5) time periods or increments, not to total more than the number of days accumulated, listed in order of priority to the individual. Employees shall, on the basis of classification seniority, be entitled to approval for only one (1) increment at a time. Employees not granted their first priority increment shall have their second priority granted on the basis of seniority. Seniority shall also be applied to third, fourth, and

fifth priority requests until all available vacation time is scheduled.

F. Vacation requests received after April 1 of a given calendar year shall be approved in order of their receipt provided that operations are properly staffed at all times. Employees will be notified whether their vacation request is approved, denied, or contingent based on staffing as soon as practicable.

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

7.2 Incremental Use of Vacation Time: Vacation leave may be used in quarter (1/4) hour increments.

ARTICLE 8: SICK LEAVE INCREMENTAL USE

Sick leave may be used in one quarter (1/4) hour increments.

ARTICLE 9: HOURS OF WORK AND OVERTIME

9.1 Standard Schedule: The standard workweek shall consist of forty (40) hours. The normal workday shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days. Every effort will be made to accommodate an employee request for alternative work schedules. County denial of alternative work schedules will be made on the basis of operational need and the decision to deny the requested alternative schedule will be communicated to the Union.

9.2 Alternative Standard Schedule: The parties agree that alternate work schedules may be utilized that are mutually agreed upon in writing by the employee and the manager/designee. The alternate standard workweek schedule shall be a four (4) day, ten (10) hour day with three (3) consecutive days off. The County maintains the right to switch the work schedule to a five (5) day, eight (8) hour workweek during holiday weeks.

9.3 Contractual Overtime:

A. Except as otherwise provided in this Article, employees shall be paid at the contractual overtime rate for all hours worked in excess of forty (40) compensable hours per week.

All overtime work shall require prior approval from the employee's supervisor.

1 **B.** The Contractual Overtime Rate for each overtime hour worked shall be one and
2 one-half times the combined amount of the employee's hourly base rate of pay and any applicable
3 pay premium in effect at the time the overtime is worked (known as "time and one-half"). If the
4 FLSA requires a higher rate of pay for any overtime hours worked, the employee shall be paid the
5 higher rate of pay pursuant to the FLSA.

6 **9.4 Compensatory Time:** An employee may request, and if the supervisor/designee
7 approves, may receive time off in lieu of overtime pay. Compensatory time off shall be earned at the
8 rate of one and one-half (1-1/2) hours for each overtime hour worked. Any balance of compensatory
9 time hours as of the end of the pay period which includes December 31, shall have those hours paid
10 out. However, an employee may request approval to carry over up to 40 hours of compensatory time
11 which must be used by March 31, or it will be cashed out.

12 **9.5 Overtime Assignment:** The LMC may discuss modifying overtime assignment
13 procedures as necessary. If the LMC proposes changes or modifications to the following procedures,
14 the parties will present their recommendations to the County and Union authorized bargaining agents
15 for consideration and, if agreed, they will execute a memorandum of agreement memorializing the
16 modification of this Agreement.

17 **A. Criteria:**

18 Overtime work will be assigned according to the following criteria in order of importance:

19 **1. Availability:** If an employee wants to be called for overtime work, the employee must sign up on
20 the overtime list for each classification.

21 **2. Ability to perform the task at hand:** The Maintenance Supervisor will decide which employees
22 are qualified and possess the skills and abilities required to perform the overtime work. The time it
23 may take for an employee to arrive at the job may also be considered.

24 **3. Equitability of Overtime Hours:** Every effort will be made to offer overtime work equitably
25 among employees within their classifications who are registered for overtime work.

26 **B. Registering for Overtime Work**

27 **1.** Custodians and Maintenance Constructors who want to work overtime work must make their
28 interest known in writing to the supervisor.

2. An employee must give their name and telephone number(s) at which the employee can be reached. It is the employee's responsibility to assure that their personal contact information is current.

3. An employee will be removed from the overtime list when any of the following occur:

3.1 An employee requests removal from the overtime list by notifying the supervisor in writing;

3.2 An employee's contact information does not work or it is out-of-date; or

3.3 An employee refuses six overtime assignments in a three-month period.

C. Overtime Work Notification Procedure

1. The Maintenance Supervisor will decide when overtime work is required, the appropriate employee classification required, and the skills and abilities necessary to perform the work.

2. Custodians and Maintenance Constructors on the overtime list and qualified to do the available work will be called in the following order:

2.1 The Maintenance Supervisor will call the Custodian or Maintenance Constructor as appropriate, rotating through the list of employees by seniority.

2.2 The Maintenance Supervisor will continue calling available employees in the required classification until the Supervisor is able to contact an employee available to perform the work. The Maintenance Supervisor may, at their discretion, leave messages and permit responses within a designated time period for employees who do not answer their telephones when called.

2.3 Employees who are not registered on the overtime list may be called if there is an insufficient number of registered employees available to perform the overtime work. When such mandatory overtime work is required, the least senior employee in the required classification will be assigned the work.

3. The Maintenance Supervisor will keep a record of employees called for overtime work and their responses.

ARTICLE 10: WORK-OUT-OF-CLASSIFICATION ADMINISTRATION

10.1 Recruitment:

10.1.1 The County will circulate among all regular employees a description of the

1 nature of the assignment, the duration of the assignment, the applicable hourly wage rate, work
2 schedule, and desirable qualifications. Interested employees will be invited to apply.

3 **10.1.2** The nature of the application, and the selection process will be determined by
4 the County.

5 **10.1.3** The director/designee will make the final decision.

6 **10.2 Pay at Lower Range:** Employees who work an out of classification assignment outside
7 of their normal classification where the pay range is less than their current classification will receive
8 their normal rate of pay for the duration of the assignment.

9 **10.3 Seniority:** Regular employees who work out of classification shall continue to accrue
10 seniority within their regular classification.

11 **ARTICLE 11: REDUCTION IN FORCE**

13 **11.1 Layoff:** Regular employees selected for layoff as a result of efficiencies and/or, lack of
14 funds shall be laid off according to seniority in their classification within their division. Employees
15 laid off for lack of work shall be laid off according to seniority in the classification performing the
16 body of work within their division.

17 **11.2 Seniority Tie-Breaker:** In the event there are two or more regular employees with the
18 same classification seniority, the layoff shall be based upon total employment seniority accrued with
19 FMD including seniority accrued with the former DYS. If the employment seniority is tied, then the
20 County will decide.

21 **11.3** An employee subject to layoff may bump the least senior person in a lower classification
22 within the CCFJC unit in which the employee has held regular status if qualified to perform the
23 available work.

24 **11.4 Re-call Rights:** Regular employees laid off shall have recall rights to any vacant
25 position within their classification for up to two (2) years from the date of layoff. In such cases, the
26 seniority status accrued at the time of layoff shall be reinstated when the employee returns to regular
27 employment within the bargaining unit.

ARTICLE 12: UNFAIR LABOR PRACTICE (ULP)

The parties agree that thirty (30) days prior to filing a ULP complaint with Public Employment Relations Commission (PERC), the complaining party will notify the other party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged ULP.

ARTICLE 13: WORK SCHEDULE

13.1 All newly established regular work schedules (days of work), shifts (hours of work), and vacant positions in the work unit will be posted for at least fourteen (14) consecutive days. Employees within the same classification will have the opportunity to bid by seniority order for the work schedule, shift, or vacancy. Absent adequate interest, the County may assign employees within the classification in the affected work unit to the remaining work schedules, shifts or vacancies by using inverse order of seniority.

13.2 The manager/designee may temporarily change an employee's work schedule and/or shift for planned projects. In the event the employee declines the changed schedule, the least senior employee in the classification will work the changed schedule. Such change will normally require at least two (2) weeks' notice to the employee.

13.3 The County may temporarily adjust an employee's work schedule and/or shift to accommodate unplanned projects, emergency repairs, or temporary changes in the hours of operation of the CCFJC and its tenants. Such temporary adjustments shall not exceed four (4) consecutive weeks duration. The County will, when possible, provide at least forty-eight (48) hours advance notice to an employee(s) before implementing a temporary schedule or shift time adjustment. If the notice to the employee(s) is less than forty-eight (48) hours, the first adjusted shift will be paid at the overtime rate of pay. The County will first ask for a qualified volunteer(s). If there is an insufficient number of volunteers, the County will assign an employee(s) by inverse order of seniority.

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION

14.1 No Work Stoppages: The County and the Union agree that the public interest requires efficient and uninterrupted performance of County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and, should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by employees shall be deemed a work stoppage if any of the above activities have occurred.

14.2 Union's Responsibilities: Upon notification in writing by the County to the Union that any of its represented employees are engaged in work stoppage, the Union shall immediately, in writing, order such represented employees to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in such a work stoppage.

ARTICLE 15: TEMPORARY EMPLOYEES

15.1 The starting times, work schedules and work location for temporary employees shall be determined by the manager/designee.

15.2 Temporary employees shall not accrue seniority. However, provided there is no break in service, temporary employees who are subsequently hired as career service employees shall be able to apply fifty percent (50%) of straight-time hours worked in temporary positions toward the probationary period required of all new employees. Credit for hours worked shall be rounded to the nearest half month.

15.3 Temporary employees, except term-limited temporary, shall not be eligible to receive insured benefits or paid leave except if they meet the criteria provided under KCC 3.12.040(C).

ARTICLE 16: TIME, SPACE AND PROPERTY

16.1 Work Time: Work time shall not be used for Union business, except as authorized by

the manager/designee for those Union officers necessary for the processing of grievances or handling representational responsibilities.

16.3 Facilities: FMD space and facilities may be used by the Union for the purpose of holding meetings subject to the established policies governing the use of facilities.

16.4 Material: FMD supplies and equipment shall not be used in performing any function related to the activities of the Union and in concurrence with the IT Acceptable Use policy.

ARTICLE 17: WAGE RATES

17.1 Pay Ranges: Pay ranges for each classification are set forth in Addendum A.

17.2 Step Increases:

A. Upon successful completion of at least six (6) months of probationary, an employee shall be advanced to the next step of the wage scale. If the probationary period is for one (1) year, the employee shall be advanced to the next step upon satisfactory completion of the first six (6) months of employment.

B. Annual step increases will be given, on each January 1st, after the first increase described in Section 17.2.A if the employee's work performance and work habits are satisfactory, and until such time that the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the discretion of the manager/designee.

17.3 Lead Worker: An employee designated in writing by the Division Director/designee as "lead worker" shall receive a seven percent (7%) premium in addition to the base wage for all time assigned. It is understood by the parties that the County may re-open this article for the purpose of negotiating implementation of a "lead worker" classification.

17.4 Custodian-Floor Care: An employee assigned in writing by the Division Director/designee to exclusively perform floorcare shall receive a seven percent (7%) premium in addition to the base wage for all time so assigned.

ARTICLE 18: SAFETY

18.1 Commitment to Safety: The County shall provide and maintain a safe and healthful

workplace and comply with all state and federal laws, rules, and regulations pertaining to workplace safety and health.

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

18.3 Equipment: No employee shall be required to use equipment which is not in a safe condition. In the event an employee discovers or identifies unsafe equipment, they will immediately notify the immediate supervisor in writing. Said equipment shall be repaired or replaced if the County determines the equipment to be unsafe. At such time as the County determines the equipment to be safe, the employee will be advised.

18.4 Reporting on Safety Hazards: It is the responsibility of all employees to report safety hazards on a timely basis. "Record of Hazard Observed" forms will be available to all employees in a conspicuous area. When a safety hazard is observed, the employee shall document the hazard on a "Record of Hazard Observed" form, and turn the form in to their immediate supervisor for investigation and correction.

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

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

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

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

C. Evaluate the accident and illness prevention program and make recommendations

for improvement where indicated.

D. Evaluate and recommend training and equipment needs.

Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Boards and filed in accordance with WISHA regulations. Safety Committee members shall be in pay status for time spent in meetings.

18.7 Refusal to Work under Unsafe Conditions: Employees may refuse to work in situations where there is reasonable cause to believe that doing so would present an imminent danger in which death or serious injury could happen immediately.

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

18.9 Safety Inspections: Where feasible, a shop steward will accompany Safety Inspectors on worksite inspections and participate in opening/closing conferences without loss of pay and benefits.


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

18.11 No Discrimination: No employee will be disciplined, discriminated against, or otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as a witness in a safety investigation.

18.12 Personal Protective Equipment: In situations where the law requires that the employer provide personal protective equipment, including clothing and boots, the County will provide that equipment at County expense.

For Washington State Council of County and City
Employees, Council 2, Local 2084-FM:

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Suzette Dickerson
Staff Representative

For Washington State Council of County and City
Employees, Council 2, Local 2084-FM:

Signed by:

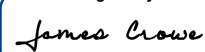


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Rolando Fuentes
Local 2084 President

For King County:

DocuSigned by:



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James Crowe
Labor Relations Senior Negotiator
Office of Labor Relations, Executive Office

cba Code: 272**Union Code: N2****Addendum A****WAGE ADDENDUM****Washington State Council of County and City Employees, Council 2, Local 2084-FM****Department of Executive Services, Facilities Management Division**

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
9101100	912102	Custodian	32
8105100	815102	Facilities Maintenance Constructor	45

* Employees hourly rate will be that rate represented on the King County Squared Hourly Rate Table.