

Coalition Labor Agreement (CLA) - Appendix for 012
Agreement Between King County
And
Service Employees International Union, Local 925
Department of Executive Services - Facilities Management Division

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

These articles constitute an Agreement, the terms of which have been negotiated in good faith between King County and SEIU Local 925. This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council of King County, Washington (Council).

ARTICLE 1: PURPOSE

Section 1.1. Improvement of Relationship. This desire to promote the continued improvement of the relationship between the County and the Union was reflected in the establishment of an Interest-Based Bargaining Team (IBBT) comprised of Facilities management and employees, a Union representative, and a Labor Negotiator from King County's Labor Relations staff, and the use of a collaborative bargaining process to arrive at this Appendix. Standards established by the IBBT for evaluating the provisions of this Appendix include the following:

- A. Promote better management-employee relations.
- B. Fair and equitable.
- C. Enhances the partnership between union and management.
- D. Understandable by everyone.
- E. Ratifiable.
- F. Enforceable.
- G. Economically feasible.
- H. Legal; and
- I. Promotes efficient and effective public service.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT

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

Section 2.1. The Preamble in its entirety

Section 2.2. All superseding and non-superseding provisions, unless otherwise noted in this Appendix or the CLA.

Section 2.3. For ease of reference, the following provisions, which were previously listed in this Appendix, are covered in their entirety by the CLA:

- Access to Information by Outside Parties pursuant to CLA Article 19
- Accrual above Maximum pursuant to CLA Article 9
- Bargaining Unit List pursuant to CLA Article 20
- Bereavement pursuant to CLA Article 8
- Bulletin Boards pursuant to CLA Article 23
- Bus Passes pursuant to CLA Article 34
- Call Out pursuant to CLA Article 43
- Contracting Out pursuant to CLA Article 16
- Dispute Resolution Procedures pursuant to CLA Article 26
- Donation of Vacation and Sick Leave Hours pursuant to CLA Article 6
- Duration pursuant to CLA Article 41
- Email Access pursuant to CLA Article 23
- Emergency Call Out pursuant to CLA Article 43
- Equal Employment Opportunity pursuant to CLA Article 38
- Family Care pursuant to CLA Article 11
- Family and Medical Leave pursuant to CLA Article 11
- Grievance Procedure pursuant to CLA Article 26
- Hiring Process pursuant to CLA Articles 17 and 18
- Holidays pursuant to CLA Article 10
- Internal Hiring Examination pursuant to CLA Article 35
- Jury Duty pursuant to CLA Article 5
- Just Cause pursuant to CLA Article 27
- Leave of Absence for Union Work pursuant to CLA Article 22
- Leave of Absence Without Pay pursuant to CLA Article 3

- Licenses and Certifications pursuant to CLA Article 44
- Medical, Dental and Life Insurance pursuant to CLA Article 25
- Mileage Reimbursement pursuant to CLA Article 24
- Military Leave pursuant to CLA Article 2
- On Call pursuant to CLA Article 43
- Personal Protective Equipment pursuant to CLA Article 42
- Promotions pursuant to CLA Article 18
- Removal of Discipline from Personnel File pursuant to CLA Article 27
- Return to Work Following Medical Leave pursuant to CLA Article 11
- Savings Clause pursuant to CLA Article 30
- Sick Leave pursuant to CLA Article 31
- Supplements to the Regular Work Force pursuant to CLA Article 17
- Supported Employee Program pursuant to CLA Article 13
- Union Membership pursuant to CLA Article 37
- Union Representation pursuant to CLA Articles 20, 21 and 22
- Vacation pursuant to CLA Article 32
- Volunteer Service Leave pursuant to CLA Article 4
- Wage Rates and Total Compensation pursuant to CLA Article 29
- Waiver Clause pursuant to CLA Article 46
- Work Outside of Class Acting Capacity pursuant to CLA Article 33
- Work Outside of Class Filling the Position pursuant to CLA Article 33

ARTICLE 3: EMPLOYEE CATEGORIES

Section 3.1. Definitions.

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

B. Regular Part-time Employee. A comprehensive leave benefited individual employed in a position established in the County budget which requires at least twenty-six (26) weeks of service per year at the work schedule established for the position and which has an established work schedule of less than forty (40) hours per week but is at least half time. Regular part-time employees are career service employees who are not on probation.

C. Temporary Employee. An individual employed in a position which is not a position established in the County budget as an authorized FTE and who works less than one thousand forty (1040) hours. Temporary employees are not career service employees and are not eligible for vacation, holiday pay, other paid leaves, medical, dental, or other insurance benefits. Temporary employees are eligible for participation in the Public Employees Retirement System and paid sick leave as provided by State Law.

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

2. Seasonal Employee. A temporary employee in a position (for) which:

- a. Is not a position established in the County budget as an authorized FTE.
- b. Will require less than one thousand forty (1040) hours in a calendar year; and
- c. The need exists at regular, predictable intervals during the year.

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

D. Lead Worker. In addition to performing the regular duties of the assigned

classification, the Lead worker has responsibility for regularly assigning, scheduling and reviewing work within the work unit, including performing formal and informal inspections, reporting problems to the supervisor, and providing guidance and training to others in the assigned work unit. Under the direction of a supervisor, the Lead may be called upon to assist in the hiring process and to provide input to the supervisor prior to any performance evaluations.

Section 3.2. Regular or Temporary Employment. For work performed by County employees represented by this Appendix, the County and the Union have the common goal of maintaining a stable, qualified workforce. To this end, the following principles will guide the assignment of work to employees represented under this Appendix, when such work is performed by County employees.

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

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

- seasonal or cyclical in nature
- time-limited
- project specific
- requiring specific skills that are not available in the County's regular workforce; or
- requiring an employee to work less than half-time.

C. In fulfilling these principles, the County will develop and maintain staffing plans that define the work being assigned to regular full-time or regular part-time career service and temporary (including term-limited temporary) or part-time employees.

Section 3.3. Supplements to Regular Work Force. Seasonal employees are supplementary to the regular workforce and shall not be used to supplant regular full-time or regular part-time positions or undermine the integrity of the bargaining unit. These employees are employed at will and are part of the bargaining unit and subject to the terms of this Appendix.

ARTICLE 4: UNION RECOGNITION AND MEMBERSHIP LIST

Section 4.1. Union Recognition. The County recognizes SEIU Local 925 as representing its members whose job classifications are listed in the attached Addendum A.

ARTICLE 5: RIGHTS OF MANAGEMENT

Section 5.1. Management Rights. The management of the County and the direction of the workforce is vested exclusively in the County subject to the terms of this Agreement. Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all power, authority, rights and jurisdictions of the County are retained by and reserved exclusively to the County, including, but not limited to, the right to manage the work of employees, to discipline, transfer, and evaluate employees; to determine and implement methods, means and assignments, establish classifications and select personnel by which operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

Section 5.2. Release from Work. When the County has no work available for employees in specific classifications, nothing in this Agreement shall prohibit the County from assigning such employees to perform other work as directed or, in absence of other necessary work, to send the employee home. The County agrees to make a good faith effort and exhaust all reasonable options for alternate assignment prior to sending an employee home. Additionally, prior to sending an employee home, the County may seek volunteers. Employees who are released may use vacation leave to cover lost hours.

Section 5.3. Performance Evaluations. The County may conduct performance evaluations at least annually as part of a systematic and equitable employee performance management system.

ARTICLE 6: HOLIDAY ADMINISTRATION

Section 6.1. Holiday Premium. Work performed on holidays shall be paid at a premium rate of one and one-half (1-1/2) times the base hourly rate of pay.

Section 6.2. Prorated Holiday Benefit. Employees shall receive the regular holiday pay prorated in accordance with their regular schedule. For example:

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	Effective 1/22 112 hours	8.0 hours

Section 6.3. Work on a Holiday. Employees who work on a holiday have the option of earning compensatory time at 1-1/2 times the base hourly rate of pay in lieu of receiving premium pay of 1-1/2 times the base hourly rate of pay. Holiday hours accrued under this section will not count as hours worked for the purpose of determining weekly overtime in the week they are accrued.

ARTICLE 7: VACATION ADMINISTRATION

Section 7.1. Increments of Vacation Leave. Vacation leave may be used in one quarter hour increments, at the discretion of the appointing authority.

Section 7.2. Scheduling.

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.

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

ARTICLE 8: SICK LEAVE ADMINISTRATION

Section 8.1. Sick leave may be used in one-quarter (1/4) hour increments at the discretion of the employee's immediate supervisor.

ARTICLE 9: UNAUTHORIZED LEAVES

Section 9.1. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Division Manager if the employee presents satisfactory reasons for their absence within three (3) calendar days of the date their automatic resignation became effective.

ARTICLE 10: SAFETY

Section 10.1. 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. Any safety concerns may be brought up to Management or raised at the Parties' LMC for possible resolution.

Section 10.2. 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.

Section 10.3. 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 their 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.

Section 10.4. Reporting on Safety Hazards. It is the responsibility of all employees to report safety hazards on a timely basis. Employees shall not be disciplined for reporting unsafe equipment or working conditions to their immediate supervisor.

Section 10.5. Remedying 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.

Section 10.6. 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. A liaison from this Committee shall regularly participate in the SEIU Local 925 FMD Labor Management Committee meetings. Safety Committee members shall be in pay status for time spent in meetings.

Section 10.7. 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.

Section 10.8. 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.

Section 10.9. Safety Inspections. Where feasible, a shop steward may accompany Safety

Inspectors on worksite inspections and participate in opening/closing conferences without loss of pay and benefits.

Section 10.10. Safety Bulletin Board. There shall be a safety bulletin board in every building where there are at least eight (8) bargaining unit eligible employees. The bulletin boards will be sufficient in size to display required posters, accident statistics, Safety Committee meeting minutes, and safety educational materials.

Section 10.11. 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.

Section 10.12 Shoes and Boots.

A. The Utility Worker I, Utility II & Custodian – Windows classifications shall be required to wear ASTM compliant safety shoes and shall receive a stipend of three hundred and seventy-five dollars (\$375.00) per calendar year, per employee, in accordance with the division's policy and procedures.

B. The Custodian, Custodian Floor Care, & Custodian Lead job classifications shall be required to wear non-slip safety shoes and shall receive a stipend of one hundred and Fifty dollars (\$150.00) per calendar year, per employee in accordance with the division's policy and procedures.

ARTICLE 11: NEW FACILITIES AND COMMUNITY CORRECTION WORK PROGRAM

Section 11.1. New Facilities. If FMD becomes responsible for new or additional facilities and/or work where the maintenance needs include a non-custodial body of work historically performed by bargaining unit eligible employees, FMD will assign the work to bargaining unit eligible employees in the absence of an extenuating circumstance. If an extenuating circumstance may be present, the parties will convene an LMC meeting to review the matter, using the following criteria:

- employees possess the necessary skills.
- employees possess any required licenses and/or certifications.
- the County owns or could readily and feasibly obtain the necessary equipment.

- travel to remote locations for small pieces of work would be prohibitively costly.
- safety or liability issues exist; and
- performing the work in-house would not be practicable or feasible due to some other extenuating circumstance.

Section 11.2. Community Corrections Work Program. The County agrees not to assign to the Community Corrections program the work normally performed by bargaining unit eligible employees if the assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining unit. FMD will provide the LMC with biannual updates of work the Community Corrections crew is performing. Prior to expanding the work of the Community Corrections crew to performing work historically performed by bargaining unit eligible employees on an ongoing, regular basis, the County will bargain such expansion.

ARTICLE 12: WAGE RATES AND OVERTIME

Section 12.1. Step Movement. All regular full-time and regular part-time employees who are not at Step 10 or on probation will advance to the next higher step on the salary range on January 1 of each year of the Agreement.

Section 12.2. Lead Worker. An employee designated in writing by the Division Director/designee as “lead worker” shall receive a seven percent and one half (7.5%) premium in addition to the base hourly rate of pay for all time so assigned.

Section 12.3. Special Schedule or Changes. All hours worked by an employee required to work a special schedule or to change their shift, absent five (5) work days advance written notice as provided in Article 13.6, shall be compensated as overtime at one and one-half (1-1/2) times the base hourly rate of pay; provided, however, in a case where snow removal, flood control, and/or sanding operations have been anticipated and “alert” or “standby” status advance warning has been given or in a case where a special schedule is needed to respond to conditions or circumstances beyond the control of the County, overtime pay shall not be required under this section; provided further, an employee who voluntarily accepts a training opportunity with less than five (5) days’ notice of a

schedule/shift change may adjust his/her schedule and shall not be eligible for overtime under this section. In the event this specially scheduled work is completed prior to the normal working hours, and the employee subsequently works their regular shift, the regular shift shall be compensated at the base hourly rate of pay.

A. Utility Workers. When the majority of the hours worked fall on a scheduled shift after 4:00 p.m., the entire shift worked will receive a shift differential of 10% of the base hourly rate of pay. When the majority of the hours worked fall on a scheduled shift after 12:00 a.m. (midnight) the entire shift worked will receive a differential of 15% of the base hourly rate of pay.

Section 12.4. Overtime. Employees on a five (5) day schedule shall be paid at the rate of time and one-half (1-1/2) times the base hourly rate of pay for all compensated hours in excess of eight (8) in one day, exclusive of lunch period, or forty (40) in one week. Employees on a four-day schedule shall be paid at the rate of time and one-half times the base hourly rate of pay for all compensated hours in excess of ten (10) hours in one day, exclusive of lunch period, or forty (40) hours in one week. Overtime shall be compensated for in cash except as provided in Section 12.9.

Section 12.5. The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay and any applicable pay premiums in effect at the time the overtime is worked (known as "time and one half"). If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 12.6. Work Week. The work week shall be as determined by the County to comply with Fair Labor Standards Act (FLSA) provisions. Saturday and Sunday work are not overtime when it is a regularly scheduled workday for the individual crew.

Section 12.7. Prior Authorization. All overtime shall be authorized in advance by the Section Manager or their designee in writing, except in emergencies.

Section 12.8. Overtime Assignments.

A. All employees may volunteer for overtime work. The Division will offer overtime work only to those employees who have previously volunteered. If the need for overtime workers exceeds those available within the classification needed, the Division will seek volunteers from other

1 classifications who are qualified to perform the work prior to granting the assignment to temporary
2 employees. However, the Division reserves the right to assign mandatory overtime work if there are
3 insufficient volunteers or in emergency situations, beginning with the least senior qualified employee
4 in that job classification. Overtime at the end of a shift to complete an assignment and/or project is
5 exempt from this section. In such cases the employee(s) doing the work will complete the day's
6 assignment.

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

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

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

23 **Step 1.**

24 **a.** For each work location, overtime will first be offered to regular
25 employees on the overtime list.

26 **b.** If the Division is unable to secure volunteers from among regular
27 employees, overtime will then be offered to term-limited employees on the overtime list working at
28 the location in question.

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

Step 2.

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

Step 3.

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

C. Supported Employees.

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

Section 12.9. Compensatory Time. There shall be no practice of compensatory time off unless requested by the employee and agreed to by the Section Manager/designee or designee.

A. Compensatory time off shall be earned at the rate of one and one-half (1-1/2) hours for each overtime hour worked.

B. A maximum of forty (40) hours of compensatory time may be accumulated.

C. Employees will be paid in the pay period which includes December 31 for all accrued compensatory time.

D. Notwithstanding (B) above, compensatory time off shall be scheduled at a time that does not unduly disrupt the operations of the Section.

ARTICLE 13: HOURS OF WORK

Section 13.1. Normal Workweek. The normal work week shall consist of five (5) consecutive workdays not to exceed eight (8) hours each to be completed in a nine (9) hour period and not to exceed forty (40) hours per week. Meal periods will be unpaid.

Section 13.2. Split Shifts. Split shifts will not be scheduled except with the expressed

1 written consent of the employee.

2 **Section 13.3 Weekend Shifts.** Employees will not be required to work both Saturday and
3 Sunday, except in cases of emergency or with the expressed written consent of the employee, unless
4 Saturday and Sunday work is a part of a normal work schedule.

5 **Section 13.4. Alternative and Flex Schedules.** The Division agrees in principle to the
6 concept that alternative work schedules/flex time for individual employees should be considered and
7 may be utilized if mutually agreed upon by the employee and the employer. Written requests for
8 alternative work schedules/flex time will be considered and evaluated in terms of the best interests of
9 both the Division and the employee. The request will be acted on and returned to the requesting
10 employee. All alternative schedules shall be reduced to writing with copies to the Union and the
11 Division HR.

12 **Section 13.5. Schedule Changes.** The supervisors and lead workers may change the
13 scheduled hours and provide special schedules for special operations such as snow removal, flood
14 control and sanding operations, and other special schedules such as watchmen or other personnel on
15 special activities; provided, however, special clothing and special equipment will be made available
16 for special operations.

17 **Section 13.6. Notice for Special Schedule or Shift Change.** Normally, at least five (5)
18 working days advance written notice shall be given the employee prior to the commencement of a
19 special schedule or shift change, except in the case where snow removal, flood control and sanding
20 operations may be anticipated, in which case an “alert” or “stand-by” status advance warning is
21 sufficient. An employee who works performing tasks considered “special operations” as defined
22 above will have such experience recognized by a letter placed in the personnel file of the employee
23 with a copy to the employee. Shift changes shall not be used to circumvent overtime pay.

24 **Section 13.7. Release from Work.** If an employee is scheduled to work but no work exists,
25 the County must notify the employee at least two (2) hours prior to the beginning of the normal shift
26 or a four (4) hour minimum pay will prevail.

27 **Section 13.8. Hours Worked Definition.** For purposes of this Article, “hours worked” shall
28 mean all compensated hours.

Section 13.9. Custodian – Floor Care Schedule. Employees performing Floor Care - Custodial duties shall work forty (40) hours a week within a seven (7) consecutive day period, as provided below:

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

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

ARTICLE 14: MISCELLANEOUS

Section 14.1. Classification Specifications. The County shall furnish the Union with specific classification specifications for all classifications in the bargaining unit upon written request. The County shall also furnish the union with job announcements describing the function, scope and complexity of specific positions and the knowledge, abilities, and qualifications for the positions. The County will notify the Union of proposed revisions to the classification specifications, and the County and the Union shall meet to review the proposed revisions prior to implementation on written request of the Union.

Section 14.2. Uniforms and Inclement Weather Gear.

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

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

Section 14.3. Training. The County recognizes the mutual benefit to be attained by affording training opportunities to employees relating to their job duties and shall provide information and access to training opportunities, within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and

1 motivating employees to enhance their personal capabilities in performance of their jobs. All
2 employees shall have equal access to training. The County may provide employees release time to
3 attend training programs that will be beneficial to their job performance. Notice of all such training
4 opportunities which management deems appropriate will be made available to all employees in
5 writing. If the County requires attendance at such training programs, the County will pay the
6 expenses incurred.

7 **Section 14.4. Procedures Changes.** Changes in written procedural guidelines or other work
8 rules or regulations will be implemented only upon written notification of revisions to the Union. If
9 an employee complies with an oral supervisory directive to violate a written instruction, regulation,
10 rule or guideline, the employee will not be held responsible for the violation.

11 **Section 14.5. Meet and Confer.** Matters of common concern to the parties will be the
12 subject of Meet and Confer discussion upon request of either Section Manager or Union
13 Representative. Such meetings will be scheduled at the mutual convenience of both parties.

14 **Section 14.6. Labor-Management Committee (LMC).** LMC meetings will be held on at
15 least a quarterly basis. The purpose will be to deal jointly with issues of mutual interest and to
16 maintain and improve Labor-Management relations. The LMC does not have the authority to hear
17 active grievances or circumvent the grievance process contained within this Appendix. Further, the
18 LMC may bargain upon agreement by the parties' authorized bargaining agents, who shall be present
19 for bargaining. LMC agendas and minutes shall be distributed to LMC members at least three
20 working days in advance of the meeting. Agenda items shall be submitted by both Labor and
21 Management and shall be limited to items of a group, rather than an individual, interests and
22 concerns. The jointly approved minutes shall stand as the official record of decisions made by the
23 LMC. In addition, the LMC will maintain a decision log summarizing all agreements reached by the
24 LMC.

25 **Section 14.7. Work Assignments.**

26 For positions other than vacancies created by reductions in force, employees may submit
27 written requests to be considered for work assignments at different locations or on a different
28 schedule. In the course of making work assignments, management will consider these requests in

order of the seniority of the requesting employees. Assignment decisions shall continue to be at management's sole discretion. For purposes of this Section, "assignment" shall mean a specific floor/shift work assignment within a given work location and "work location" shall mean the downtown County complex or each outlying County site.

Section 14.8 Transfers.

A. The County retains the right to transfer employees.

B. The County will not initiate a competitive process to fill an open position, until after bargaining unit members have had an opportunity to make a lateral transfer. To be considered for a transfer, an employee must possess the qualifications (including background check or clearance needed) and skills that the appointing authority has determined to be required in the vacant position. If more than one employee requests the transfer selection will be based upon seniority within the bargaining unit.

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

D. Employees on probationary status may not submit transfer requests.

Section 14.9. Work Process/Method Change Notification. When a significant change in work processes or methods is contemplated, the Union will be notified in writing. Upon the Union's request, changes in work processes shall be discussed before they are implemented, except in the event of an emergency.

Section 14.10. Downtown Parking. The County agrees to provide County garage parking at no cost to bargaining unit employees who work in the Downtown Courthouse Complex and who have regularly scheduled shifts on weekends and/or beginning at 3:00 p.m. or later. Further, the County agrees to provide parking at no cost to the employee if the County requires that the employee be temporarily assigned to report to the Downtown Complex.

ARTICLE 15: REDUCTION IN FORCE AND RE-HIRE

Section 15.1. Layoff. The County and the Union recognize the value of well trained and qualified employees and agree that other employment options should be explored prior to invoking a

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

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

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

Section 15.2. Facility Closure or Ownership Transfers. If a facility closes or ownership transfers, the County will involve the Union and employees in discussions about the closures early on and will seek to find other jobs inside King County for employees potentially affected by facility closures by:

A. Looking for internal placements within the bargaining unit.

B. Interviewing potential layoff candidates and considering their qualifications for any pending bargaining unit vacancy prior to opening the vacant position to other candidates. When layoff candidates could be trained on the job within the probation period, management will consider training the candidate to meet minimum requirements for passing probation.

C. Not requiring probation for employees when they've met the qualifications of the vacancy previously.

D. Looking outside the bargaining unit for placements pursuant to Section 15.3 of this Article.

1 **Section 15.3. Transfer of Facility – Placement Assistance.** If employment opportunities
2 for affected employees are not found within King County, and the facility is transferred to another
3 jurisdiction as a result of annexation or incorporation, the County will demonstrably try to get the
4 new owner to hire County employees. The County will advise the LMC of its efforts to have the new
5 owners of former County facilities to hire laid off employees.

6 **Section 15.4. Utilization of Personnel Guidelines.** If the provisions of Sections 15.2 and
7 15.3 of this Article are not successful, the employees shall be able to avail themselves of any
8 opportunities established in the Personnel Guidelines.

9 **Section 15.5. Layoff by Classification.** Employees laid off as a result of a lack of work
10 and/or shortage of funds shall be laid off according to seniority within classification as set forth in
11 Article 16, Seniority, of this Agreement.

12 **Section 15.6. Bumping to Lower Occupational Group.** Employees scheduled to be laid
13 off as a result of their seniority status in the affected classification may exercise their right to bump
14 employees in a lower occupational group within the same division, provided that the employee has
15 performed and is qualified to perform the duties of the lower classification, and the employee has
16 more seniority, as defined in Article 16, than the employee in the lower classification. Such action
17 shall take place prior to the date the layoff is to be effective.

18 **Section 15.7. Recall.** Regular employees laid off shall be recalled in the inverse order of
19 layoff; namely, those laid off last will be recalled first. Recall provisions are provided under the
20 terms of the Personnel Guidelines. In the event that the employee is laid off from more than one
21 position, s/he shall have recall rights for each position as provided under this Article.

22 **Section 15.8. No Promotion on Recall.** Regular employees on layoff shall be referred to
23 other positions within the Career Service in accordance with applicable County policies. For
24 purposes of this contract, such policies shall be interpreted as follows: Except in cases where an
25 employee previously has been laid off from a higher paid classification and is eligible for recall in
26 that classification, no employee shall be recalled to employment in a classification with a higher pay
27 range than the pay range of the classification held at the time of layoff. In the event the classification
28 from which the employee was laid off moves to a higher pay range, the employee will continue to

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

3 **Section 15.9. Lateral Bumping.** If a bargaining unit position is eliminated, the employee
4 who held that position can bump into any position for which the employee is qualified and which is
5 occupied by any less senior employee in the class; any employee who is bumped by a more senior
6 employee whose position has been eliminated can bump into any position for which the employee is
7 qualified and which is occupied by any less senior employee in the class. Bumping shall occur
8 pursuant to the following procedures:

9 **A. Step 1.** Qualifications of an employee for a position shall be based on documented
10 work history; an employee shall only be deemed “not qualified” if there are documented performance
11 problems.

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

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

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

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

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

27 **G. Step 7.** Within seven calendar days, the Division shall provide to the union and
28 the employees the results of the lateral bumping process, prior to the implementation of the new

1 assignments. The results should include the schedule for implementation and a list of all employees'
2 work and locations.

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

5 **Section 15.10. Probation.** Employees who elect to bump as provided herein or are recalled
6 will not be required to serve a probationary period in the classification, provided the employee has
7 already successfully passed probation in that classification.

8 9 **ARTICLE 16: SENIORITY**

10 **Section 16.1. Definitions.** Seniority shall be defined as follows:

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

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

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

25 **Section 16.2. Seniority Upon Promotion.** A regular employee in the bargaining unit who is
26 promoted to another classification within the bargaining unit shall continue to accrue seniority in the
27 classification from which the employee was promoted.

28 **Section 16.3. Maintenance of Seniority While on Approved Leave.** An employee who is

granted an approved leave of absence from employment for family care, personal illness or injury, or similar reasons shall continue to accrue bargaining unit and classification seniority during their leave of absence, not to exceed one (1) year, and shall maintain bargaining unit and classification seniority position relative to other employees.

Section 16.4. Seniority Ties. In the event that two (2) employees have the same seniority, the County shall determine which employee, in the event of layoff, shall be laid off.

ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 17.1. Public Interest. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

Section 17.2. No Lock Out. The County agrees not to lock out employees covered under this Agreement.

Section 17.3. No Work Stoppage. 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 any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Section Manager if the employee presents satisfactory reasons for their absence within three (3) calendar days of the date his/her automatic resignation became effective.

A. Upon notification in writing by the County to the Union that any of its represented employees are engaged in a 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 Union employees to cease engaging in such a work stoppage.

B. Any employee who commits any act prohibited in this section will be subject in

accord with the County's Work Rules to the following action or penalties:

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

ARTICLE 18: WAIVER CLAUSE

Section 18.1 The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 19: EMPLOYEE RIGHTS

Section 19.1. Off-Duty Activities. The off-duty activities of employees shall not be cause for disciplinary action unless said activities are detrimental to the employee's work performance or the program of the agency.

Section 19.2. Personnel Files. Official personnel files shall be securely maintained in a central location. Employees shall have the right to review their personnel files with reasonable notice, and they shall be entitled to copies of the contents upon request. Employees may add a rebuttal statement to any disputed item(s) contained in the file, which shall be attached to the document(s) in question and retained in the file. Negative performance/behavior-related materials to be inserted into the personnel file shall be reviewed by the employee prior to being inserted into the personnel file; the employee shall first sign the material to be placed into the file, thereby documenting only their acknowledgement of the documented performance or behavior deficiency. Employees may request to have included in the personnel file any written documentation that reflects favorably on the employee's conduct or work quality. Nothing in this section shall prevent the County and the Union from reaching a mutually acceptable agreement regarding the removal or

1 revision of personnel records as the result of a grievance settlement.

2 **Section 19.3. Letters of Commendation.** Letters and other memoranda of commendation,
3 whether received from the County or outside parties, shall be retained in the employee's official
4 personnel file.

5 **Section 19.4. Health/Medical Records.** Health and medical records of employees shall be
6 securely maintained in a central location. Such files are entirely separate and distinct from the
7 employee's personnel file. No information pertaining to the employee's health or medical conditions
8 will be kept in personnel files or supervisor files.

9 **Section 19.5. Supervisor's Files.** Supervisors may maintain secondary personnel files to aid
10 in preparation for the annual performance evaluation. Items appropriate to be kept in such files
11 include 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 **Section 19.6. Confidentiality of Personal Information.** Personnel files, records, and
18 supervisor's files shall be maintained in a secure and confidential manner.

19 **Section 19.7. Drug and Alcohol Policy.** The DHR Policy # 2021-0003 dated January 2,
20 2021 and titled "Prohibited Drug Use and Alcohol Misuse Education and Testing Program for
21 Employees Occupying Non-Safety-Sensitive Positions"(hereinafter called "Drug and Alcohol
22 Policy"), as amended, is incorporated herein by reference, with the following modifications or
23 additions.

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

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

1 C. Certain employees who have commercial driver's licenses (CDLs) are subject to
2 testing pursuant to the Drug and Alcohol Policy because they are not currently required to drive as
3 part of their assigned duties, and as such fall under the non-safety-sensitive positions covered by the
4 policy. The parties recognize that those employees with a CDL that are assigned to perform safety
5 sensitive duties, concurrent with their CDL, will be included in the drug and alcohol testing program
6 that applies to that licensure and safety sensitive positions.

8 **ARTICLE 20: USE OF WORK OUTSIDE OF CLASSIFICATION**

9 **Section 20.1. When Used:** Work out of class will not be used in lieu of filling vacancies
10 through the normal, open competitive selection process. Work out of class may be used for
11 assignments that do not exceed 29 consecutive days to meet needs such as:

- 12 A. Time limited or project specific workload;
- 13 B. Seasonal work;
- 14 C. Cyclical work;
- 15 D. Backfill vacancies during selection process;
- 16 E. Backfill vacancies that may be target for elimination;
- 17 F. Backfill vacancies due to leaves of absence;
- 18 G. Backfill vacancies during dispute resolution.

19 **Section 20.2. Training Capacity.** Employees in a training capacity may be assigned work
20 normally performed by a higher classification, except they will not be placed in a training capacity to
21 circumvent the intent of CLA Article 33 Working Out of Class. An employee assigned to a training
22 capacity shall be under the supervision and guidance of their immediate supervisor and shall not be in
23 the training position for more than ten (10) consecutive, regular working days. It is understood that
24 employees performing work pursuant to this Section are not performing a Working Out of Class
25 assignment.

26 **Section 20.3. Seasonal and Cyclical Work.** Seasonal or cyclical work out of class as Floor
27 Care Specialist, Window Washer, Utility Worker, and Hazardous Waste Technician, will be assigned
28 on a voluntary basis to employees qualified to perform the work, provided such work can be

1 scheduled without incurring an overtime liability. Custodians or Utility Workers will be offered the
2 opportunity for Hazardous Waste Technician work prior to hiring such from outside the Division.
3 Pay for work so assigned shall be consistent with CLA Article 33 Working Out of Classification. The
4 frequency and duration of such work out of class assignment to individual employees shall be at the
5 sole discretion of management and assignments must be made in writing. In the event employees
6 cannot be assigned without incurring an overtime liability, the County may assign the work out of
7 classification to other bargaining unit employees.

9 **ARTICLE 21: UNION ACCESS**

10 **Section 21.1. Visiting Work Sites.** Authorized representatives of the Union may, after
11 notifying the County official in charge, visit the work location of employees covered by this
12 Agreement at any reasonable time for purposes related to responsibilities as the collective bargaining
13 agent, including the investigation of grievances, but shall not conduct union business on County time.

14 **Section 21.2. Access to Members.** Authorized representatives of the Union may have
15 reasonable access to its represented employees in County facilities for transmittal of information or
16 representation purposes before work and during lunch breaks or other regular breaks as long as the
17 work of the County employees and services to the public are unimpaired. Prior to visiting
18 represented employees in County facilities, such authorized agents shall make arrangements with the
19 Section Supervisor.

20 **Section 21.3. Stewards.** The Union shall have the right to appoint stewards under the terms
21 of this Agreement. The Division shall be furnished with the names of stewards so appointed. The
22 steward shall see that the provisions of this Appendix are observed, and they shall be allowed a
23 reasonable time to investigate grievances during regular working hours.

24 **Section 21.4. Exercise of Rights.** It shall be a violation of this Agreement to directly or
25 indirectly interfere with, restrain, coerce, or discriminate against any employee or group of
26 employees in the free exercise of their right to organize and designate representatives of their own
27 choosing for the purpose of collective bargaining or in the free exercise of any other right under
28 RCW 41.56.

Section 21.5. New Employee Orientation.

A. Upon written request from the Union, the County shall provide release time for newly hired employees in accordance with CLA Article 21.4. The County shall provide reasonable travel time for a steward within their assigned region to meet with newly hired employee(s) at their worksite subject to operational needs, and such requests will not be unreasonably denied.

For Service Employees International
Union, Local 925:

DocuSigned by:



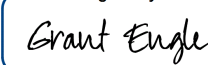
Ed Washington
Union Representative

Signed by:



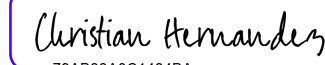
Glenn Brown
Bargaining Unit Member

DocuSigned by:




Grant Engle
Union Representative

Signed by:




Christian Hernandez
Bargaining Unit Member

Signed by:



Robert Henderson
Bargaining Unit Member

Signed by:



Billie "Jodie" Siufanua
Bargaining Unit Member

For King County:

DocuSigned by:



Josh Marburger
Labor Relations Negotiator
Office of Labor Relations, Executive Office

cba Code: 012**Union Code(s): A6****ADDENDUM A****SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925****AND****KING COUNTY**

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
9101100	912108	Custodian	34
9101102	912109	Custodian - Floor Care	35
9101310	912304	Custodian - Lead	37
9101103	912110	Custodian - Windows	39
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."