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2004-529

AGREEMENT BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6

AND

KING COUNTY

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AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6
AND
KING COUNTY

These articles constitute an Agreement, the terms of which have been negotiated in good faith by the King County - Local 6 SEIU Interest Based Bargaining Team (hereinafter called the IBBT).

This Agreement shall be subject to approval by ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the County) and the employees represented by SEIU Local 6 (hereinafter called the Union) by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours and other working conditions of the bargaining unit employees, provided the County has authority to act on such matters.

This desire to promote the continued improvement of the relationship between King County and the bargaining unit was reflected in the establishment of an IBBT comprised of management, employees, a union business agent and a representative of King County's Labor Relations staff, Office of Human Resources Management, and the use of a collaborative bargaining process to arrive at this Agreement. Standards established by the IBBT for evaluating the provisions of this Agreement include the following:

- 1. Promote better management-employee relations;
- 2. Fair and equitable;
- 3. Enhances the partnership between union and management;
- 4. Understandable by everyone;
- 5. Ratifiable;

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- 6. Enforceable;
- 7. Economically feasible;
- 8. Legal; and
- 9. Promotes efficient and effective public service.

1 **ARTICLE 2: EMPLOYEE CATEGORIES**

2 **Section 1. Definitions.**

3 A. **Regular full-time Employee.** An individual employed in a position established in
4 the County budget as an authorized FTE and which will require at least 26 weeks of service per year
5 with a work schedule of not less than thirty-five (35) hours per week or of not less than forty (40)
6 hours per week in those work units in which a forty-hour work week is standard. Regular full-time
7 employees are career service employees who are not on probation.

8 B. **Regular Part-time Employee.** An individual employed in a position established
9 in the County budget which requires at least twenty-six weeks of service per year at the work
10 schedule established for the position (or would have required twenty-six weeks of service per year at
11 the work schedule established for the position had the position been established on January 1) and
12 which has an established work schedule of less than 35 hours per week, or of less than 40 hours per
13 week in those work units where a 40-hour week is standard, but at least half time. Regular part-time
14 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 nine
17 hundred ten (910) hours in a calendar year in a work unit in which a thirty-five (35) hour week is
18 standard, or less than one thousand forty (1040) hours in a work unit in which a forty (40) hour week
19 is standard.

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

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

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

- 2 1. Is not a position established in the County budget as an authorized FTE;
- 3 2. Will require less than nine hundred ten (910) hours in a calendar year in a
- 4 work unit in which a thirty-five (35) hour week is standard, or one thousand forty (1040) hours in a
- 5 calendar year in a work unit in which a forty (40) hour week is standard; and
- 6 3. The need exists at regular, predictable intervals during the year.

7 These employees are not eligible for vacation, sick leave, holiday, medical, dental, or other

8 insurance benefits. They are eligible for participation in the Public Employees Retirement System as

9 provided by State Law.

10 **F. Lead Worker.** In addition to performing the regular duties of the assigned

11 classification, the Lead worker has responsibility for regularly assigning, scheduling or reviewing

12 work, reporting problems to the supervisor, or providing guidance and training to others in the

13 assigned work unit. Duties of the Lead do not include hiring, firing, disciplining or evaluating

14 performance of others in the work unit.

15 **Section 2.** For work performed by County employees represented by this Agreement, the

16 County and the Union have the common goal of maintaining a stable, qualified work force. To this

17 end, the following principles will guide the assignment of work to employees represented under this

18 Agreement, when such work is performed by County employees.

19 A. Work that is year-round in nature, requiring employees with consistent and defined

20 skills, should be performed by regular full-time or regular part-time career service employees.

21 B. The following work may be performed by part-time, temporary or seasonal

22 employees. Work that is:

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

28 C. In fulfilling these principles, the County will develop and maintain staffing plans

1 that define the work being assigned to regular full-time or regular part-time career service and
2 temporary or part-time employees.

3 **Section 3.** Seasonal and temporary employees are supplementary to the regular work force
4 and shall not be used to supplant regular full-time or regular part-time positions or undermine the
5 integrity of the bargaining unit. These employees are part of the bargaining unit and subject to the
6 terms of this Agreement.

7 **Section 4.** Parks and DCFM temporary/seasonal employees who have worked a cumulative
8 total in excess of 1040 hours and who have demonstrated continuous satisfactory performance shall
9 be considered for regular positions along with candidates from outside the organization. An equal
10 number of part-time and open competitive candidates shall be referred for interviews to fill entry level
11 positions within the same division. The decision as to which applicant will be selected to fill the
12 vacancy shall be the sole prerogative of the appointing authority.

13 **Section 5.** For Parks Maintenance Specialist I positions that are designated as .67 FTE, the
14 following shall apply:

15 1. During the four months period during which these employees are not actually
16 working, they retain employment status for certain purposes; however, they are eligible for
17 unemployment compensation and for COBRA during this period. To access COBRA benefits, the
18 employee must submit a Leave-of-Absence form.

19 2. These employees have access to year-round positions in the Parks Division
20 pursuant to Article 12, Section 8.B. of this contract.

21 3. These employees accrue sick leave and vacation at the same level as any full-time
22 employee during the period in which they are actually working and have no accrual during the four
23 months in which they are not actually working. Accrued leave may be used only during the eight
24 months period during which the employee is actually working. Leave which is not used during the
25 eight months period is carried over to the next start date. In the event the employee resigns, he/she
26 will be paid for unused vacation.

27 4. Contract provisions governing Holidays (Article 5) is applicable to .67 FTE
28 employees. The employees are not paid for holidays which occur when they are not actually

1 working; personal holidays will accrue at 16 hour x .67, with half the accrued hours being placed in
2 the employees' vacation account in October, and the remaining half in November or at the end of their
3 eight months working period, whichever comes first.

4 5. During the eight months working period, payment is made into the Public
5 employees Retirement System (PERS) for the .67 employees.

6 6. The .67 FTE employees are eligible to contribute into deferred compensation
7 during the eight months they are actually working; the first six months of employment for the .67 FTE
8 employees is the probationary period; Article 13.7 of the Agreement and Chapter 11 of the King
9 County Personnel Guidelines will apply.

10 7. The .67 employees accrue bargaining unit seniority during the time the employee is
11 actually working; that seniority is "frozen" during the period the employee is not actually working,
12 and resumes accruing at the next start date.

13 8. In the even there are unforeseen impacts to these positions during the first year of
14 implementation, the County and the Union will meet to discuss and attempt to resolve the effects of
15 those impacts.

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

2 **Section 1.** The County Council recognizes SEIU Local 6 as representing its members whose
3 job classifications are listed in the attached Addendum A.

4 **Section 2.** It shall be a condition of employment that all employees covered by this
5 Agreement who are members of the Union in good standing on the effective date of this Agreement
6 shall remain members in good standing and those who are not members on the effective date of this
7 Agreement shall become and remain members in good standing in the Union. It shall also be a
8 condition of employment that all employees covered by this Agreement and hired on or assigned into
9 the bargaining unit on or after its effective date shall, on the thirtieth day following the beginning of
10 such employment, become and remain members in good standing in the Union.

11 Provided, however, that nothing contained in this section shall require an employee to join the
12 Union who can substantiate membership in a church or religious body that, through bona fide
13 religious tenets or teachings, prohibits or whose bona fide religious beliefs prohibit the payment of
14 dues or initiation fees to union organizations, in which case the employee shall pay an amount of
15 money equivalent to regular union dues and initiation fee to a non-religious charitable organization
16 mutually agreed upon by the employee affected and the bargaining representative to which such
17 employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof
18 that such payment has been made.

19 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a
20 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
21 of dues or representational fees as certified by the secretary-treasurer of the Union and transmit the
22 same to the Union. The Union will indemnify, defend and hold the County harmless against any
23 claims made and against any suit instituted against the County on account of any check-off of dues for
24 the Union. The Union agrees to refund to the County any amounts paid to it in error on account of
25 the check-off provision upon presentation of proper evidence thereof.

26 Provided further that employees covered by this Agreement may decline to be members of the
27 Union and shall pay an amount of money equivalent to regular dues and initiation fee to the Union as
28 a representation fee.

1 Provided further that in accordance with various decisions of the United States Supreme Court
2 employees who object to dues and fees being used for Union activities not directly related to
3 representation may decline to be members and shall pay an amount of money to the Union that is a
4 reduction of regular dues and initiation fee, as required under the law.

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

10 **Section 5.** The County will require all new employees hired into a position included in the
11 bargaining unit to sign a form (in triplicate) which will inform them of the Union's exclusive
12 recognition. One copy of the form will be retained by the County, one by the employee and the
13 original sent to the Union. The County will notify the Union of any employee leaving the bargaining
14 unit because of termination, layoff, leave of absence or dismissal.

15 **Section 6.** The County will transmit to the Union twice a year, upon request, a current listing
16 of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job
17 classification, work shift and location, and department or unit.

18 **Section 7.** An employee elected or appointed to office in a local of the Union which requires
19 a part or all of his/her time shall be given leave of absence without pay upon application.

20 **Section 8.** The County agrees not to contract out or assign to another agency or individual the
21 work normally performed by members of the bargaining unit if the contracting out or assignment of
22 such work eliminates, jeopardizes, or reduces the normal workload of the bargaining unit.

23 The County agrees to inform the Union of any contracting out under this section.
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1 **ARTICLE 4: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force is vested exclusively in the
3 County subject to the terms of this Agreement. Except to the extent there is contained in this
4 Agreement express and specific provisions to the contrary, all power, authority, rights and
5 jurisdictions of the County are retained by and reserved exclusively to the County, including, but not
6 limited to, the right to manage the work of employees, to suspend or terminate (for just cause),
7 transfer, and evaluate employees; to determine and implement methods, means and assignments,
8 establish classifications and select personnel by which operations are to be conducted, including
9 staffing levels; and to initiate, prepare, modify and administer the budget.

10 When the County has no work available for employees in specific classifications, nothing in
11 this Agreement shall prohibit the County from assigning such employees to perform other work as
12 directed or, in absence of other necessary work, to send the employee home.

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1 **ARTICLE 5: HOLIDAYS**

2 Regular full-time and regular part-time employees shall be granted holidays with pay as
3 provided for in RCW 1.16.050 as amended:

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5 New Year's Day	January 1st
6 Martin Luther King, Jr.'s Birthday	Third Monday in January
7 Presidents' Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11th
12 Thanksgiving Day	Fourth Thursday in November
13 Day after Thanksgiving	
14 Christmas Day	December 25th

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16 and any designated by public proclamation of the chief executive of the state as a legal holiday.

17 Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday,
18 and any holiday falling on a Saturday shall be observed on the preceding Friday.

19 Holidays paid for but not worked shall be recognized as time worked for purposes of
20 determining weekly overtime for all employees.

21 Work performed on holidays shall be paid at a premium rate of one and one-half (1-1/2) times
22 the regular rate. In addition, the employee shall receive the regular holiday pay prorated in
23 accordance with their regular schedule. For example:

24

25 Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
26 35.0	84.0	7.0 hours
27 40.0	96.0	8.0 hours

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1 An employee must be in a pay status either the employee's scheduled working day before or
2 the employee's scheduled working day after a holiday in order to receive holiday pay. An employee
3 leaving County employment the day prior to the holiday shall not receive holiday pay.

4 Each employee shall receive two (2) additional personal holidays; provided that no employee
5 shall be granted more than 96 hours of holiday time in a calendar year. These days shall be
6 administered through the vacation plan. One (1) day will be added to each employee's vacation
7 accrual on the first day of October and the first day of November of each year. Employees will be
8 able to use these days in the same manner as they use vacation days earned.

9 If an employee's regularly scheduled work hours exceed the number of holiday hours earned
10 on any non-work holiday, the employee shall have the option of using accrued vacation hours to
11 allow total compensation hours to equal the number of hours in the regular work schedule.

12 The following provisions also apply:

13 1. Holidays paid for but not worked by scale operators on their off shift shall not be
14 recognized as time worked for purposes of overtime.

15 2. In order for each regular full-time Scale Operator to receive seventy (70) hours of
16 work within the scheduled shift in which a holiday site closure occurs, each Scale Operator scheduled
17 to work on a shift in which a holiday site closure occurs shall be provided with a ten (10) hour shift to
18 make up for the ten (10) hours of work missed as a result of the holiday closure. In order to
19 accomplish this for the full-time Scale Operators, they shall be scheduled to work prior to offering
20 such work to any regular part-time Scale Operator.

21 3. Regular full-time Scale Operators on the off-shift shall be given the first
22 opportunity (in rotation) to work on a holiday at the premium rate of pay, before offering such work
23 to off-shift (A or B) regular part-time Scale Operators.

24 4. Employees who work on a holiday have the option of earning compensatory time at
25 1-1/2 times the regular rate of pay in lieu of receiving premium pay of 1-1/2 times the regular rate of
26 pay. Parks employees whose holiday falls on a scheduled day off will accrue the holiday hours to be
27 used during the calendar year at straight time. Holiday hours accrued under this section will not count
28 as hours worked for the purpose of determining weekly overtime in the week they are accrued.

1 5. For King County Aquatics Center Operating Engineer II, if a holiday is officially
2 observed on a Friday that is a normal day off, the holiday will be taken on the last normal work day of
3 that week. If a holiday is officially observed on a Monday that is a normal day off, the holiday will be
4 taken on the next normal work day of that week.

5 6. Parks employees whose regular work schedules include a weekend holiday will
6 instead work the observed county holiday at straight time and get the actual holiday off. If the
7 employee is required to work on the actual weekend holiday, the employee will receive holiday
8 premium pay at a 1-1/2 times the regular rate of pay for all hours worked. Each Parks District's Parks
9 Specialist III shall schedule Parks employees as directed by the Division Manager.

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ARTICLE 6: VACATIONS

Section 1. Regular full-time employees shall receive vacation benefits as indicated in the following table. Regular full-time employees on a 35 hour per week or any other work schedule of less than 40 hours per week shall receive monthly vacation credit, equivalent annual vacation credit and maximum vacation accumulation pro-rated as follows:

Length of Continuous Service (Years)	Work Hours/Week; Equivalent Work Days	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Hourly Accrual Rate	Maximum Vacation Accrual Allowed
Upon hire through end of year 3	35 hrs/week	7 hours	84 hours	.04615 hours	
	Equiv. work days	1 day	12 days		84 hours
	40 hrs/week	8 hours	96 hours	.04615 hours	
	Equiv. work days	1 day	12 days		96 hours
(For employees hired prior to 1/1/96) Upon beginning of year 4	35 hrs/week	8.75 hours	105 hours	.05770 hours	
	Equiv. work days	1.25 days	15 days		189 hours
	40 hrs/week	10 hours	120 hours	.05770 hours	
	Equiv. work days	1.25 days	15 days		216 hours
(For employees hired after 1/1/96) Upon beginning of year 4 through end of year 5	35 hrs/week	7 hours	84 hours	.04615 hours	
	Equiv. work days	1 day	12 days		420 hours
	40 hrs/week	8 hours	96 hours	.04615 hours	
	Equiv. work days	1 day	12 days		480 hours
Upon beginning of year 6 through end of year 8	35 hrs/week	8.75 hours	105 hours	.05770 hours	
	Equiv. work days	1.25 days	15 days		420 hours
	40 hrs/week	10 hours	120 hours	.05770 hours	
	Equiv. work days	1.25 days	15 days		480 hours
Upon beginning of year 9 through end of year 10	35 hrs/week	9.31 hours	112 hours	.06154 hours	
	Equiv. work days	1.33 days	16 days		420 hours
	40 hrs/week	10.64 hours	128 hours	.06154 hours	
	Equiv. work days	1.33 days	16 days		480 hours
Upon beginning of year 11 through end of year 16	35 hrs/week	11.69 hours	140 hours	.07692 hours	
	Equiv. work days	1.67 days	20 days		420 hours
	40 hrs/week	13.36 hours	160 hours	.07692 hours	
	Equiv. work days	1.67 days	20 days		480 hours
Upon beginning of year 17	35 hrs/week	12.25 hours	147 hours	.08077 hours	
	Equiv. work days	1.75 days	21 days		420 hours
	40 hrs/week	14 hours	168 hours	.08077 hours	
	Equiv. work days	1.75 days	21 days		480 hours

Length of Continuous Service (Years)	Work Hours/Week; Equivalent Work Days	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Hourly Accrual Rate	Maximum Vacation Accrual Allowed
Upon beginning of year 18	35 hrs/week	12.8 hours	154 hours	.08462 hours	
	Equiv. work days	1.83 days	22 days		420 hours
	40 hrs/week	14.64 hours	176 hours	.08462 hours	
	Equiv. work days	1.83 days	22 days		480 hours
Upon beginning of year 19	35 hrs/week	13.44 hours	161 hours	.08846 hours	
	Equiv. work days	1.92 days	23 days		420 hours
	40 hrs/week	15.36 hours	184 hours	.08846 hours	
	Equiv. work days	1.92 days	23 days		480 hours
Upon beginning of year 20	35 hrs/week	14 hours	168 hours	.09231 hours	
	Equiv. work days	2 days	24 days		420 hours
	40 hrs/week	16 hours	192 hours	.09231 hours	
	Equiv. work days	2 days	24 days		480 hours
Upon beginning of year 21	35 hrs/week	14.6 hours	175 hours	.09615 hours	
	Equiv. work days	2.08 days	25 days		420 hours
	40 hrs/week	16.7 hours	200 hours	.09615 hours	
	Equiv. work days	2.08 days	25 days		480 hours
Upon beginning of year 22	35 hrs/week	15.19 hours	182 hours	.1 hours	
	Equiv. work days	2.17 days	26 days		420 hours
	40 hrs/week	17.36 hours	208 hours	.1 hours	
	Equiv. work days	2.17 days	26 days		480 hours
Upon beginning of year 23	35 hrs/week	15.75 hours	189 hours	.10385 hours	
	Equiv. work days	2.25 days	27 days		420 hours
	40 hrs/week	18 hours	216 hours	.10385 hours	
	Equiv. work days	2.25 days	27 days		480 hours
Upon beginning of year 24	35 hrs/week	16.33 hours	196 hours	.10769 hours	
	Equiv. work days	2.33 days	28 days		420 hours
	40 hrs/week	18.64 hours	224 hours	.10769 hours	
	Equiv. work days	2.33 days	28 days		480 hours
Upon beginning of year 25	35 hrs/week	16.94 hours	203 hours	.11154 hours	
	Equiv. work days	2.42 days	29 days		420 hours
	40 hrs/week	19.36 hours	232 hours	.11154 hours	
	Equiv. work days	2.42 days	29 days		480 hours
Upon beginning of year 26 and beyond	35 hrs/week	17.5 hours	210 hours	.11538 hours	
	Equiv. work days	2.5 days	30 days		420 hours
	40 hrs/week	20 hours	240 hours	.11538 hours	
	Equiv. work days	2.5 days	30 days		480 hours

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

1 **Section 2.** For purposes of this Section, employees using accrued vacation shall be paid for
2 such vacation at the base rate of pay in effect at the time of vacation or upon termination; provided
3 that special assignments shall not be considered to be a part of the base rate.

4 **Section 3.** Regular employees on a 35 hour work week shall earn and expend vacation credits
5 based on a seven (7) hour day. Regular employees on a 40 hour work week shall earn and expend
6 vacation credits based on an eight (8) hour day. Regular employees on a 7-on/7-off schedule who
7 work a 10-hour day shall accrue vacation benefits at the same rate as 35 hour per week employees and
8 shall expend same on an hour for hour basis. Regular employees on a 7-on/7-off schedule who work
9 a 9.5-hour day shall accrue and expend vacation benefits on the same basis as 7-on/7-off 10 hour per
10 day employees. Regular part-time employees shall earn vacation credits based on the number of
11 hours worked per month, pro-rated up to 35-hours per work week.

12 **Section 4.** Regular part-time employees shall accrue vacation leave in accordance with the
13 vacation leave schedule set forth in Section 1 of this Article, provided, however, such accrual rates
14 shall be prorated to reflect the employee's hours of work.

15 **Section 5.** No employee shall work for compensation for the County in any capacity during
16 the time that the employee is on vacation leave.

17 **Section 6.** Employees eligible for vacation leave shall accrue vacation leave from their date
18 of hire.

19 **Section 7.** Vacation leave may be used in one quarter hour increments, at the discretion of the
20 appointing authority.

21 **Section 8.** Upon termination for any reason, the employee will be paid for unused vacation
22 credits up to maximum allowable accumulated vacation; provided, however, employees hired after
23 September 1, 1986 who are eligible for participation in the Public Employees' Retirement System
24 Plan I shall not be compensated for more than two hundred forty (240) hours of accrued vacation at
25 the time of retirement. Vacation hours accrued in excess of two hundred forty (240) hours must be
26 used prior to the employee's date of retirement or such excess hours shall be lost.

27 **Section 9.** Any regular full-time or regular part-time employee who has completed at least
28 one (1) year of service may donate to any other regular employee a portion of his or her accrued

1 vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee.
2 Donated vacation hours shall be converted to a dollar value based upon the donor's straight time rate.
3 Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving
4 monetary or any other compensation in exchange for donating vacation hours. The number of hours
5 donated shall not exceed the donor's accrued vacation credit as of the date of the request.

6 Donated vacation hours must be used within ninety (90) calendar days. Donated hours not
7 used within ninety days or due to the death of the receiving employee shall revert to the donor.
8 Donated vacation hours are excluded from vacation payoff provisions.

9 **Section 10.** No employee shall earn the equivalent of one month's vacation credit during a
10 month when the employee is absent without pay more than three working days, and an employee shall
11 not be granted vacation benefits if not previously accrued by the employee.

12 **Section 11.** In cases of separation by death, payment of unused vacation benefits shall be
13 made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

14 **Section 12.** Employees may continue to accrue additional vacation beyond the maximum
15 specified herein, if, as a result of cyclical workloads or work assignments, accrued vacation will be
16 lost.

17 **Section 13.** Employees in regular positions who leave King County employment for any
18 reason after successful completion of six months of County service will be paid for their unused
19 vacation up to the maximum specified herein, except as provided in Section 8. Employees shall not
20 be eligible to take or be paid for vacation leave until they have successfully completed their first six
21 months of County service, and if they leave County employment prior to successfully completing
22 their first six months of County service they shall forfeit and not be paid for accrued vacation leave.
23 Regular part-time employees who are employed at least half-time and receive vacation and sick leave
24 and regular full-time employees shall be paid for accrued vacation leave to their date of separation up
25 to the maximum accrual amount if they have successfully completed their first six months of County
26 service and are in good standing. Employees shall forfeit the excess accrual prior to December 31st
27 of each year.

28 **Section 14.** In cases of separation from County employment by death of an employee who

1 has successfully completed his/her first six months of County service and who has accrued vacation
2 leave, payment of unused vacation leave up to the maximum accrual amount shall be made to the
3 employee's estate or, in applicable cases, as provided for by state law, RCW Title 11.

4 **Section 15.** The following provisions shall apply to vacation scheduling by Parks and
5 Aquatics: Employees shall submit vacation requests prior to April 1st. Upon receipt of same,
6 management shall develop a schedule of vacations that will be posted on or before May 1st. In the
7 event of scheduling conflicts within a division, classification seniority will prevail except as modified
8 by written agreement between the County and the Union. All vacation requests made after April 1st
9 shall be granted where possible but only with the mutual agreement of management and the
10 employee. Employees shall receive notification of the disposition of vacation requests as soon as
11 possible.

12 **Section 16.** If a regular employee resigns from County employment in good standing or is
13 laid off and subsequently returns to County employment within two years from such resignation or
14 lay off, as applicable, the employee's prior County service shall be counted in determining the
15 vacation leave accrual rate under this Article.

16 **Section 17.** The following provisions shall apply to vacation scheduling by the Department of
17 Construction and Facilities Management.

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

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

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

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

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

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

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

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

8 **Section 18.** The following provisions shall apply to vacation scheduling by Solid Waste.

9 A. Vacation preference requests for a period beginning May 1 and ending the
10 following April 30 must be received by management no later than April 1. The vacation schedule
11 shall be posted on or before April 15.

12 B. In the event of scheduling conflicts within a division, classification seniority will
13 prevail except as modified by written agreement between the County and the Union. All vacation
14 requests made after April 1st shall be granted where possible but only with the mutual agreement of
15 management and the employee. Employees shall receive notification of the disposition of vacation
16 requests as soon as possible.

17 C. For Scale Operators, vacation accruals shall be posted at each pay period.

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1 **ARTICLE 7: SICK LEAVE**

2 **Section 1. Accrual**

3 A. Every employee in a regular full-time or regular part-time position shall accrue
4 sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of
5 the employee's position, and an annual rate equal to .04616 hours for each hour in pay status
6 exclusive of overtime up to a maximum of eight hours per month, provided that regular full-time
7 employees shall accrue a minimum of seven (7) hours per month. Sick leave shall not begin to accrue
8 until the first of the month following the month in which the employee commenced employment.
9 The employee is not entitled to sick leave if not previously earned.

10 As an example of the above formula, an employee whose annual work schedule is 2080 hours
11 shall accrue sick leave monthly at the rate of .00384615 times 2080, or eight (8) hours per month

12 B. During the first six months of service, employees eligible to accrue vacation leave
13 may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension
14 of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave
15 must be reimbursed to the County upon termination.

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

17 D. For Scale Operators, accruals shall be posted at each pay period.

18 **Section 2. Use of Sick Leave.**

19 A. Sick leave may be used in one-quarter hour increments at the discretion of the
20 division manager.

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

22 a. Employee's illness; provided, that an employee who suffers an occupational
23 illness may not simultaneously collect sick leave and worker's compensation payments in a total
24 amount greater than the net regular pay of the employee;

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

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

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

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

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

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

9 f. To care for the employee's child or the child of an employee's domestic
10 partner if the following conditions are met:

11 (1) The child is under the age of eighteen;

12 (2) The employee is the natural parent, stepparent, adoptive parent,
13 legal guardian, foster care parent, or other person having legal custody and control of the child;

14 (3) The employee's child or the child of an employee's domestic
15 partner has a health condition requiring the employee's personal supervision during the hours of
16 his/her absence from work;

17 (4) The employee actually attends to the child during the absence from
18 work.

19 **Section 3. Regular Part-time Employee Accrual and Use.** Every regular part-time
20 employee shall receive and expend sick leave benefits proportionate to the employee's regular work
21 day. For example: If a regular part-time employee normally works four hours per day and the
22 department's normal work day is eight hours, the employee will receive four hours of sick leave
23 benefits for the month. Employees shall be entitled to use sick leave in the maximum amount of three
24 days for each instance where such employee is required to care for immediate family members who
25 are seriously ill. There shall be no limit on the use of sick leave to care for children under Section 2.f.
26 of this Article.

27 **Section 4. Exhaustion of Sick Leave.** An employee who has exhausted all of his/her sick
28 leave may use accrued vacation leave as sick leave before going on leave of absence without pay, if

1 approved by his/her appointing authority.

2 **Section 5. Donation of Sick Leave.** Any regular full-time or regular part-time employee
3 whose sick leave accrual balance exceeds one hundred (100) hours may donate to any other regular
4 full-time or regular part-time employee a portion of his or her accrued sick leave upon written notice
5 to the donating and receiving employees' department director(s). Sick leave hour donations are
6 strictly voluntary. No employee may donate more than twenty-five (25) hours of his/her accrued sick
7 leave in a calendar year. Employees are prohibited from offering or receiving monetary or any other
8 compensation in exchange for donating sick leave hours.

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

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

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

14 **Section 6. Administration.** Division management is responsible for the proper
15 administration of this benefit. Verification from a licensed health care provider may be required to
16 substantiate the health condition of the employee or family member for leave requests. In cases where
17 management has uniform documentation to support a history of excessive or patterned absenteeism,
18 an employee may be put on written notice by the Division Manager that for a period not to exceed six
19 (6) months requests for compensation under Article 7. Sick Leave must be accompanied by proof of
20 need.

21 **Section 7.** Separation from King County employment, except by retirement or reason of
22 temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
23 employee. Should the employee resign in good standing and return to the County within two years,
24 accrued sick leave shall be restored.

25 **Section 8. Disability.** Accrued sick leave may be used for absence due to temporary
26 disability including that caused or contributed to by pregnancy, but except for leaves that are
27 requested and approved pursuant to the King County Family and Medical Leave Ordinance (see
28 Attachment A) and Section 12 in this Article, there shall be no requirement to exhaust accrued sick

1 leave prior to taking a leave of absence for such disability.

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

8 All payments shall be made in cash, based on the employee's base rate, and there shall be no
9 deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County
10 health insurance at the COBRA rates.

11 **Section 10.** Employees injured on the job cannot simultaneously collect sick leave and
12 worker's compensation payments greater than net regular pay of the employee. Administrative rules
13 have been established to allow for payments equal to net regular pay of employees qualifying under
14 worker's compensation.

15 **Section 11. Family Care and Bereavement.**

16 A. Regular, full-time and regular part-time employees shall be entitled to three (3)
17 working days of bereavement leave a year due to death of members of their immediate family.

18 B. Regular, full-time employees who have exhausted their bereavement leave shall be
19 entitled to use sick leave in the amount of up to three working days for each instance when death
20 occurs to a member of the employee's immediate family.

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

23 D. Regular, full-time employees shall be entitled to use and shall normally have
24 approved sick leave for family care under these and similar circumstances.

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

27 2) For accompanying or transporting immediate family members to medical or
28 dental appointments, providing the immediate family member is a minor child, is infirm, or cannot

1 reasonably get to and from the appointment without the employee's aid.

2 3) A maximum of three (3) days of family care sick leave may be permitted for
3 each occurrence. No more than six (6) days of family care sick leave may be used in any one calendar
4 year. Each request for family care sick leave must be verified in writing. This verification should
5 include: (1) relationship of immediate family member and (2) statement of need for care or
6 attendance.

7 4) Up to one day of sick leave may be used by an employee for the purpose of
8 being present at the birth of his/her child and on the day the child's mother is released from the
9 hospital. Vacation or compensatory time off may be approved if additional time off is necessary.

10 5) The supervisor may require a physician's verification of any employee's
11 need for family care sick leave.

12 E. In the application of any of the foregoing provisions, when a holiday or regular day
13 off falls within the prescribed period of absence, it shall not be charged against the employee's sick
14 leave or bereavement account.

15 F. For the purposes of this article, "immediate family" shall be construed to mean
16 persons related to an employee by blood or marriage or legal adoption as follows: spouse or domestic
17 partner, child of employee, employee's spouse or employee's domestic partner, grandmother,
18 grandfather, grandchild, parent of the employee, the employee's spouse or employee's domestic
19 partner, brother, sister, and any persons for whose financial or physical care the employee is
20 principally responsible; except that for purposes of bereavement leave, "immediate family" shall also
21 include son-in-law, daughter-in-law, father-in-law and mother-in-law, or an individual who stood in
22 loco parentis to the employee, the employee's spouse or employee's domestic partner:

23 **Section 12. Family and Medical Leave.** Employees covered by this agreement are entitled
24 to leave for the employee's own health condition, or for family care, as provided by King County
25 Substitute Ordinance 13377 (see Attachment A), and administered in accordance with Chapter 14.4.5
26 of the King County Personnel Guidelines, except the following provisions shall apply:

27 A. **Eligibility.** Employees will be eligible for Family and Medical Leave if, during
28 the 12-month period preceding the leave they have been compensated for a minimum of 910 hours

1 (35-hour work week employees) or 1040 hours (40-hour work week employees). For purposes of
2 FML eligibility, compensated hours shall include non-overtime hours worked, paid vacation, paid
3 sick leave, and paid holidays.

4 **B. Seniority.** Seniority shall accrue in accordance with Article 15.1.D while an
5 employee is on Family and Medical Leave.

6 **C. Leave for Work Injury or Illness.** An employee who is receiving time loss
7 benefits and is unable to work due to a work injury or illness, and who has exhausted eligibility for
8 paid health insurance through sick leave, vacation leave, and Family and Medical Leave, will receive
9 paid health insurance benefits for up to twelve months from the date the employee is unable to work;
10 however, nothing in this section shall preclude the County from initiating a medical separation prior
11 to twelve months if there is no expectation the employee can return to any County job.

12 **Section 13. School Volunteer Leave.** An employee may use up to three days of sick leave
13 per year for the purpose of volunteering at the employee's children's school. The employee must
14 obtain advance approval for such leave.

1 **ARTICLE 8: WAGE RATES**

2 **Section 1.** Wage rates and cost of living adjustments for the term of this agreement will be in
3 accordance with classifications and wage rates listed in Addendum A which is a part of this
4 agreement.

5 **Section 2.** An employee designated as "lead worker" shall receive a seven percent (7%)
6 premium in addition to the base wage for all time so assigned. For purposes of this Article, the term
7 "working foreman" shall be construed to be "lead worker".

8 **Section 3.** All employees required to carry notification devices (pagers or "beepers") during
9 their normally scheduled time off shall be compensated at the hourly rate of \$0.75 (seventy five cents)
10 for all time spent while so assigned.

11 **Section 4.** All hours worked by an employee required to work a special schedule or to change
12 his/her shift, absent five (5) work days advance written notice as provided in Article 9, Section 3,
13 shall be compensated as overtime at one and one-half (1-1/2) times the regular rate of pay; provided,
14 however, in a case where snow removal, flood control, and/or sanding operations have been
15 anticipated and "alert" or "standby" status advance warning has been given or in a case where a
16 special schedule is needed to respond to conditions or circumstances beyond the control of the
17 County, overtime pay shall not be required under this section.

18 **Section 5.** Employees who are required to have hazardous materials handling, commercial
19 drivers, boiler operator, pesticide, refrigeration, or other licenses or certificates, except driver's
20 licenses, to perform their jobs, will be reimbursed for the cost of maintaining these documents.

21 **Section 6.** Temporary employees who exceed 910 hours (1040 hours in those divisions where
22 a 40 hour work week is the norm) shall receive premium pay in lieu of leave benefits in the amount of
23 15% of all straight time compensation from the first (1st) hour of work in classification.

24 **Section 7. Shift Differential.**

25 A. Hazardous Waste Technicians, Hazardous Waste Surveyor/Coordinator, and
26 Hazardous Waste Supervisor shall receive a 10% shift differential for working swing shift during the
27 period 2:00 p.m. through 10:00 p.m. and a 15% shift differential for working graveyard shift during
28 the period 10:00 p.m. through 4:00 a.m.

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B. Scale Operators who work during the evening shift, shall receive a 10% shift differential.

C. For DCFM Utility Workers, effective upon ratification of this contract by both parties, when the majority of the hours worked fall on a regularly scheduled shift after 4:00 p.m., the entire shift worked will receive a 10% shift differential. When the majority of the hours worked fall on a regularly scheduled shift after 12:00 a.m. (midnight) the entire shift worked will receive a 15% differential.

1 **ARTICLE 9: HOURS OF WORK**

2 **Section 1.** The normal work week shall consist of five (5) consecutive work days not to
3 exceed eight (8) hours each to be completed in a nine (9) hour period and not to exceed forty (40)
4 hours per week; provided that split shifts will not be scheduled except by consent of the employee;
5 provided further that employees will not be required to work both Saturday and Sunday, except in
6 cases of emergency, unless Saturday and Sunday work is a part of a normal work schedule. The
7 parties agree that alternate work schedules may be utilized that are mutually agreed upon by the
8 employee and the employer. Should it become necessary to schedule Parks employees for shifts
9 extending beyond 6:00 p.m., the shift(s) will be offered to volunteers. If the County is unable to
10 secure volunteers, the shift(s) will be assigned to the Parks employees in the district with the least
11 seniority in King County Parks. All alternate schedules shall be reduced to writing with copies to the
12 Union and the Office of Human Resources Management. When merging the former Park Utility
13 Worker and Maintenance Specialist II into the Parks Specialist II class specification, the parties agree
14 to retain the existing Park Utility Worker schedule of a forty (40) hour, Monday through Friday, work
15 week.

16 A Parks Specialist II, when working as a Utility Specialist, will work Monday through Friday,
17 with forty (40) hours being the full-time schedule.

18 A Parks Specialist II assigned as a Utility Specialist II to a District or to the mow crew will
19 not cause a Parks Specialist II assigned as a Maintenance Specialist II in the same District or to the
20 mow crew, to lose the schedule to which he/she was assigned prior to the placement of the Utility
21 Specialist II.

22 **Section 2.** The supervisors and foremen may change the scheduled hours and provide special
23 schedules for special operations such as snow removal, flood control and sanding operations, and
24 other special schedules such as watchmen or other personnel on special activities; provided, however,
25 special clothing and special equipment will be made available for special operations.

26 **Section 3.** Normally, at least five (5) working days advance notice shall be given the
27 employee prior to the commencement of a special schedule or shift change, except in the case where
28 snow removal, flood control and sanding operations may be anticipated, in which case an "alert" or

1 "stand-by" status advance warning is sufficient. An employee who works performing tasks
2 considered "special operations" as defined above will have such experience recognized by a letter
3 placed in the personnel file of the employee with a copy to the employee. Shift changes shall not be
4 used to circumvent overtime pay.

5 **Section 4.** The conditions set forth in this section shall apply to Scale Operators in the Solid
6 Waste Division:

7 A. The work schedule for regular full-time Scale Operators shall be seven (7)
8 consecutive ten (10) hour days followed by seven (7) consecutive days off but shall not exceed forty
9 hours in any designated work week, except the Factoria Transfer Station evening shift shall be five
10 eight-hour days Monday through Friday. In the event the County decides to change the hours of
11 operation at any transfer station, the County shall notify the Union and the parties will enter into
12 negotiations regarding the work schedules.

13 B. Regular part-time Scale Operators shall be assigned to either the A shift or the B
14 shift, with each shift Monday through Sunday, and shall be called to work as needed in order of
15 seniority without restriction as to location of assignment, day of assignment or work performed
16 during that shift. If a regular-part time Scale Operator is called to work during his/her assigned shift
17 but does not work, this shall be treated as an unauthorized absence unless leave has been approved by
18 the supervisor. If work is offered but declined by the employee, this shall be treated as hours worked
19 for scheduling purposes. Work shall not be offered to off-shift regular part-time employees unless all
20 regular part-time employees on shift have been contacted. If work is offered during the off-shift
21 period, regular part-time Scale Operators shall be contacted on the basis of seniority, up to 70 hours
22 worked in a 14-day two shift period. Regular full-time Scale Operators on their off-shift shall be
23 given the first opportunity (in rotation) to work on a holiday at the premium rate of pay, before
24 offering such work to off-shift (A or B) regular part-time Scale Operators. If work is offered to a
25 regular part-time employee during the off-shift, the employee is not required to accept it and the
26 rejection of work shall not be treated as an unauthorized absence.

27 C. If work would put a regular part-time Scale Operator over 70 hours of work in a
28 14-day two shift period, the work shall be offered to all regular full-time Scale Operators before it is

1 offered to any regular part-time Scale Operator and shall only be offered to a regular part-time Scale
2 Operator if it is declined by all full-time Scale Operators. A seniority wheel shall be used to call the
3 full-time Scale Operators.

4 D. Scale operators making bank deposits at the conclusion of their daily shifts shall be
5 paid overtime and mileage reimbursement on those days they physically transport and place funds in a
6 designated depository. This premium is paid in recognition of the hazards associated therewith and as
7 additional compensation for the use of their personal vehicles in said transport.

8 E. Any change in the current practice by which bank deposits are made will be
9 negotiated with the Union prior to implementation.

10 F. Ferry tickets shall be provided, as necessary, to scale operators for assignments on
11 Vashon Island.

12 G. The Solid Waste Division will provide the Union with copies of payroll records on
13 a monthly basis.

14 Section 5. Aquatic facility operators shall be paid at the rate of one and one-half (1-1/2) times
15 their regular rate of pay for any hours worked prior to 6:00 a.m. unless the earlier starting time has
16 been requested for the convenience of the operator and approved by the Division management.
17 Cleaning schedules shall be established by the Aquatics Chief but shall include a period of one hour
18 prior to 10:00 a.m. for full maintenance by Aquatic Facility Operators. The County agrees not to
19 reassign or eliminate the vacuuming of pools in order to avoid the payment of the premium. The
20 County will include pool maintenance in the published pool schedule.

21 Section 6. Employees performing Floor Care Specialist duties shall work forty (40) hours a
22 week within a seven (7) consecutive day period, as provided below:

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

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

27 Section 7. Where regular safety meetings are conducted, employees will be released from
28 work with pay to attend.

1 **Section 8.** The County agrees in principle to the concept that alternative work schedules/flex
2 time for individual employees should be considered. Requests for alternative work schedules/flex
3 time submitted on the proper form will be considered and evaluated in terms of the best interests of
4 both the County and the employee. The request will be acted on and returned to the requesting
5 employee.

6 **Section 9.** For Hazardous Waste Technicians, Hazardous Waste Supervisor and Hazardous
7 Waste Surveyor/Coordinator who work a 4 day/10 hour work week, the following shall apply:

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

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

12 C. Division Management has the right to return the employees as a group to an eight
13 (8) hour/five (5) day schedule in the event the four/ten work week does not meet the business needs
14 of the division. Such return shall be subject to the notice requirement in Article 9, Section 3 and the
15 compensation requirements in Article 8, Section 4. In addition, Division management shall officially
16 notify the union in advance and discuss with the union possible alternatives to a return to an eight
17 hour/five day schedule.

18 D. The employees recognize there may be a need to revert to an eight (8) hour/five (5)
19 day schedule on a temporary basis to resolve a bona fide hazardous materials emergency. In this
20 event the employees agree to waive their rights as described in Article 8, Section 4 and Article 9,
21 Section 3. The employees do not waive those rights with respect to arbitrary day to day shifts and/or
22 schedule changes.

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

26 **Section 10.** If an employee is scheduled to work but no work exists, the County must notify
27 the employee at least two (2) hours prior to the beginning of the normal shift or a four (4) hour
28 minimum pay will prevail.

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Section 11. For purposes of this Article, "hours worked" shall mean all compensated hours.

1 **ARTICLE 10: OVERTIME**

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

9 **Section 2.** Scale operators shall be paid at the rate of time and one-half for all compensated
10 hours in excess of forty (40) hours in a designated work week or ten hours in a day, excluding hours
11 already compensated at the premium double time rate. The work week shall be as determined by the
12 County to comply with Fair Labor Standards Act (FLSA) provisions.

13 **Section 3.** Overtime shall be compensated for in cash at one and one-half (1-1/2) times the
14 regular rate of pay except as provided in Section 5.

15 **Section 4.** All overtime shall be authorized in advance by the division manager or his/her
16 designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a
17 regularly scheduled work day for the individual crew unless required by the Fair Labor Standards Act.

18 **Section 5.**

19 **A.** There shall be no practice of compensatory time off unless requested by the
20 employee and agreed to by the division manager or designee.

21 **B.** Compensatory time off shall be earned at the rate of one and one-half times the
22 regular rate.

23 **C.** A maximum of 80 hours of compensatory time may be accumulated. Accrued
24 compensatory time shall be expended within one year from the date when it is earned, or it will be
25 compensated for in cash at the regular rate of pay.

26 **D.** Notwithstanding (C) above, compensatory time off shall be scheduled at a time
27 that does not unduly disrupt the operations of the agency.

28 **Section 6.** A minimum of four (4) hours at overtime rate shall be allowed for each call out.

1 Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime
2 rates.

3 **Section 7.** Emergency work at other than the normal scheduled working hours or special
4 scheduled working hours will be compensated as overtime, and in the event this emergency or
5 specially scheduled work is accomplished prior to the normal working hours and the employee
6 subsequently works his regular shift, his regular shift shall be compensated at regular pay.

7 **Section 8.** Except as provided in Section 9 of this Article, overtime will be assigned on a
8 voluntary basis, with the regular employees having first option to work such overtime. Overtime
9 shall be divided and rotated as equally as possible among those employees who desire to work
10 overtime and who normally perform such work. If the County is unable to secure volunteers from
11 among regular employees it reserves the right to assign overtime beginning with the least senior
12 employee who is qualified to perform the work.

13 **Section 9.** The conditions set forth in this section shall apply to the scale operators in the
14 Solid Waste Division.

15 **A.** Regular full-time and regular part-time scale operators who desire to work on their
16 "off shift" shall indicate their availability and shall be offered such work if available in order of
17 seniority on a rotating basis. Such work shall be assigned four (4) days in advance of the assigned
18 time except in case of necessity arising at a later time. If any employee who has indicated availability
19 for work on their off shift is missed for work assigned, due to a good faith error on the County's part,
20 the employee may request and shall receive the next available opportunity to work an amount of
21 hours equal to or greater than the hours missed. Hours so assigned shall be at the same rate of pay as
22 hours missed. Scale Operators who refuse off-shift hours at Cedar Falls or Cedar Hills shall not lose
23 their seniority placement for other off-shift work assignments.

24 **B.** Seniority Wheel. All regular full-time scale operators on their off shift must be
25 offered the first opportunity for available work. Once all regular full-time scale operators have been
26 offered one opportunity, available work will be offered to the next scale operator on the full wheel
27 regardless of whether they are regular full-time or regular part-time employees.

28 **C.** Mandatory off-shift assignments. The County reserves the right to assign off shift

1 work to be paid at the premium double time (2X) rate beginning with the least senior employee who
2 is qualified to perform the work, if there are no volunteers for the work.

3 **D. Emergency call out.** Call outs with less than two hours notice shall be paid at the
4 premium double time (2X) rate for a minimum of four hours. However, an emergency call out that
5 occurs prior to pre-assigned off-shift work shall be compensated at the double time rate for actual
6 hours worked before the pre-scheduled shift.

7 **Section 10.** For purposes of this Article, "hours worked" means all compensated hours.
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1 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

2 **Section 1.** The County shall maintain the current level of benefits under its medical, dental,
3 vision and life insurance programs during the life of this Agreement.

4 **Section 2.** There shall be established a Labor-Management Insurance Committee comprised
5 of an equal number of representatives from the County and the Labor Union Coalition whose function
6 shall be to review, study, and make recommendations relative to existing medical, dental, and life
7 insurance programs.

8 **Section 3.** The Union and the County agree to incorporate changes to employee insurance
9 benefits which the County may implement as a result of the agreement of the Joint Labor-
10 Management Insurance Committee.

11 **Section 4.** Any regular part time, employee or regular full-time employee, and term-limited
12 temporary employee is eligible for benefits under this Article.

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1 **ARTICLE 12: MISCELLANEOUS**

2 **Section 1. Mileage Reimbursement.** All employees who have been authorized to use their
3 own transportation on County business shall be reimbursed at the rate established by County Council
4 action. For regular part-time and regular full-time floater Scale Operators, Cedar Hills shall be
5 designated as the regular work place for purposes of mileage reimbursement.

6 **Section 2. Classification Specifications.** The County shall furnish the Union with specific
7 classification specifications for all classifications in the bargaining unit. The County shall also
8 furnish the union with job descriptions describing the function, scope and complexity of specific
9 positions and the knowledge, abilities and qualifications for the positions. County and the Union
10 shall meet to review proposed modifications and revisions to said specifications prior to
11 implementation.

12 **Section 3. Uniforms.** Uniforms and their replacement, excluding maintenance, required by
13 the County shall be paid for by the County. All employees covered in the King County Parks uniform
14 policy are required to wear the uniforms and are subject to policies and procedures in said uniform
15 policy. This policy and any subsequent changes to the policy which affect bargaining unit members
16 must be approved by the Labor-Management Committee.

17 **Section 4. Training.** The County recognizes the mutual benefit to be attained by affording
18 training opportunities to employees relating to their job duties and shall provide information and
19 access to training opportunities, within budgeted appropriations. The training opportunities shall be
20 guided by, but not limited to, the overall objectives of encouraging and motivating employees to
21 enhance their personal capabilities in performance of their jobs. All employees shall have equal
22 access to training. The County may provide employees release time to attend training programs that
23 will be beneficial to their job performance. Notice of all such training opportunities which
24 management deems appropriate will be made available to all employees in writing. If the County
25 requires attendance at such training programs, the County will pay the expenses incurred.

26 **Section 5. Procedures Changes.** Changes in written procedural guidelines or other work
27 rules or regulations will be implemented only upon written notification of revisions. No employee
28 shall be held responsible for violation of a written instruction, regulation, rule or guideline provided

1 oral instructions to do so were received from supervisory personnel.

2 **Section 6. Meet and Confer.** Matters of common concern to the parties will be the subject
3 of Meet and Confer discussion upon request of either Division Manager or Union Representative.
4 Such meetings will be scheduled at the mutual convenience of both parties.

5 **Section 7. Labor-Management Committee.** Regularly scheduled Labor-Management
6 Committee meetings will be held in each Division on at least a quarterly basis. The purpose will be
7 to deal jointly with issues of mutual interest and to maintain and improve Labor-Management
8 relations. In addition to the Labor Management Committees which meet in each division, there shall
9 be established a bargaining unit-wide Labor Management Committee whose purpose is to continue to
10 address issues that affect the entire bargaining unit in an interest based manner Labor-Management
11 Committees shall each establish their own operating rules, including rules for preparation and
12 distribution of agendas and minutes. In all cases, agendas shall be distributed to Labor-Management
13 Committee members at least three working days in advance of meetings and minutes shall be
14 distributed to Labor-Management Committee members within three working days following the
15 meetings. Agenda items shall be submitted by both Labor and Management and shall be limited to
16 items of a group, rather than an individual, interest and concern.

17 **Section 8. Parks Transfers.** The provisions in this section shall apply to employees in King
18 County Parks.

19 **A.** Promotions shall be made in accordance with the King County Personnel
20 Guidelines. Any regular employee who is promoted and does not successfully complete the
21 probationary period for that position shall have rights back to his/her former position; this includes
22 employees promoted out of the bargaining unit.

23 **B.** Prior to the initiation of any competitive process to fill a vacant bargaining unit
24 position, any member of the bargaining unit holding the same classification as that of the vacant
25 position shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral
26 transfers shall be accomplished in the following manner:

27 **1.** Requests for lateral transfer may be initiated at any time, provided that it is
28 prior to the position coming vacant as indicated by resignation notice to the Division Manager.

1 a. The number of transfer requests each employee may initiate is not
2 limited.

3 b. Employees on probationary status may not submit transfer requests.

4 c. An employee must accept a job when offered as a result of a transfer
5 request. However, the employee may remove his or her name from consideration for a specific
6 transfer prior to the interview per sub-section 2 below without penalty.

7 2. Interviews of all interested applicants shall be scheduled by the appointing
8 authority or his/her designee.

9 3. The vacant position shall normally be filled from among those current
10 employees who have applied for the vacancy provided that the applicants possess the necessary
11 qualifications and skills which the appointing authority has determined to be required in the vacant
12 position. Should the appointing authority determine that more than one of the applicants are
13 adequately qualified, then selection will be based upon seniority within the bargaining unit. If in the
14 appointing authority's judgment none of the applicants possesses the qualifications and skills required
15 in the position, the position will be filled in accordance with appropriate Personnel Guidelines.

16 4. 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; provided that hiring decisions shall be the sole prerogative of the appointing authority
19 subject only to the terms set forth in item 3 above.

20 **Section 9. Scale Operator Open Positions.** Open positions other than those created by
21 reductions in force at Solid Waste sites will be offered to all Scale Operators in order of seniority.

22 **Section 10. Department of Construction and Facilities Management Work Assignments.**

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

1 mean the downtown County complex or each outlying County site.

2 **Section 11. DCFM Hiring Processes.** Open competitive employment lists will be
3 established for classifications or assignments of Custodian, Floor Care Specialist, and Utility Worker.
4 In addition, promotional employment lists limited only to bargaining unit members within DCFM
5 will be established for the classifications of Hazardous Waste Technician, Floor Care Specialist and
6 Utility Worker.

7 Bargaining unit members shall have the opportunity to apply and examine for the promotional
8 register(s) at least once annually. Promotional candidates may be referred for an interview to fill a
9 vacancy in the classifications/assignments referenced above. Under unusual circumstances, open
10 competitive candidates may also be referred. The decision as to which applicant will be selected to
11 fill the vacancy shall be the sole prerogative of the appointing authority. Unsuccessful candidates for
12 promotional vacancies may request and will be entitled to a meeting with the appointing authority to
13 discuss the reasons for their non-selection.

14 **Section 12. Heritage Festival Staffing and Other Special Events.**

15 A. In an effort to limit overtime costs, these principles will guide the staffing plan for
16 the Heritage Festival and for any other special major event(s) to which it is mutually agreed that this
17 procedure will apply. The King County Fair at Enumclaw, Washington is specifically excluded.
18 "District" refers to the Marymoor Park District for the Heritage Festival or any district within which a
19 major special event occurs for which this procedure applies.

- 20 1. Regularly scheduled staff at the district will not be displaced.
- 21 2. Adequate supervision will be supplied by Parks staff.
- 22 3. Regular staff or other adequately trained people will perform critical
23 functions such as traffic control:
- 24 4. There are certain key positions which need to be performed by regular Parks
25 staff or other adequately trained people. These include supervision of facilities maintenance, traffic
26 control at critical intersections, oversight of parking and maintenance and relief for these functions.
- 27 5. Overtime will be offered first to district FTEs and then to the district's
28 seasonal employees.

1 6. Overtime outside of the district will be scheduled according to the staffing
2 plan.

3 7. Work offered to employees from outside the district will be offered to staff
4 with the qualifications to perform the work.

5 Nothing contained in this Section will preclude the Recreation staff employees from assisting
6 with "put ups" and "take downs" during the Festival or from performing duties as necessary to insure
7 the success of the event.

8 B. The following steps will be followed when an event producer utilizes volunteers to
9 assist park employees flag/direct traffic at special events:

10 1. The Event Producer will submit a detailed plan to the site District Manager
11 within forty-two (42) days of the event. It will define how volunteers will be utilized, the number of
12 volunteers they will supply and the number of hours the volunteers will work in a shift.

13 2. The Parks Specialist II shall develop a staffing plan.

14 3. The site Parks Specialist II will submit to the Division Manager an event
15 plan for staffing and the cost of providing extra coverage and will coordinate with the Recreation
16 division to prevent scheduling conflicts.

17 Available full-time employees can be pulled from other districts to work special events if
18 volunteers fail to show up. Parks Specialist IIs will be given a five (5)-day notice before each event
19 that a change in work site may be necessary. Employees will be given a five (5)-day notice of that
20 potential work site change.

21 Event staffing will be performed by King County staff, to include but not be limited to: Parks
22 Specialist II, Parks Specialist I, Lead Utility Workers, Utility workers and Seasonal employees.

23 C. Should an event producer request the use of non-paid volunteer staff, the following
24 will occur:

25 1. A written request shall be made to the PS II in charge of the event location.

26 2. The number of King County Park System staff necessary to work the event
27 will be determined.

28 3. The number of volunteer positions required will be identified by the PS II

1 and provided to the event producer.

2 4. The Event producer will provide a list of volunteers to the PS II five (5)
3 weeks in advance and arrange for them to attend orientation and training session(s).

4 5. The PS II will determine if the proposed volunteers are acceptable and
5 capable.

6 6. The PS II may require additional King County Park System staff.

7 A predetermined number of King County Park System staff will be on call to work an event, should
8 the volunteer work force not meet the identified numbers required.

9 D. Should there be a conflict between management and union regarding an event, then
10 the Labor-Management Committee will review the event plans and modify them through consensus in
11 an interest-based process.

12 **Section 13. Payroll Process Changes.** The Union agrees to implementation of the County's
13 bi-weekly payroll process when and if an effectuating ordinance is passed by Council.

14 **Section 14. Jury Duty.** If a regular employee or a temporary employee, including a seasonal
15 worker, who is employed at least half-time is called for jury duty, then the employee will be entitled to
16 regular pay for all work hours that the employee misses due to jury duty. The employee should deposit
17 his or her jury duty fees, excluding mileage, with the Department of Finance. Employees must contact
18 their supervisor when dismissed from jury duty during regularly scheduled working hours and may be
19 required to report back to work.

20 **Section 15.** If the County announces its intent to implement any results of the
21 Classification/Compensation Project, it will give notice to the Union and bargain the effects of the
22 change.

23 **Section 16. Union Notification.** When a significant change in work processes or methods is
24 contemplated, the union will be notified in writing. Except in emergencies, changes in work
25 processes must be discussed with affected work units before they are implemented.

26 **Section 17. Bus Passes.** Employees who are eligible for leave and insurance benefits also are
27 eligible for bus passes and other benefits of the King County Employee Transportation Program
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1 **ARTICLE 13: DISPUTE RESOLUTION PROCEDURES**

2 King County recognizes the importance and desirability of settling grievances promptly and
3 fairly in the interest of continued good employee relations and morale. The following process is
4 outlined to accomplish this. Every effort will be made to settle grievances at the first level of
5 supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievances.

8 **Section 1. Definitions.**

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

12 B. Institutional Grievance - An issue raised by the Union or the County related to
13 interpretation or application of this contract.

14 **Section 2. Procedure.**

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

23 **Step 2.** If a grievance cannot be resolved at Step One, the matter may be referred to
24 the Division Manager for resolution. To be considered timely, this referral must occur within 26 days
25 of the employee's initial contact with his/her immediate supervisor. The referral shall be in writing
26 from the Union and shall describe the specific event(s) giving rise to the grievance, the section(s) of
27 the Agreement allegedly violated, and the remedy sought.

28 The Division Manager or his/her designee, the employee, and the Union representative will

1 work to resolve the grievance within 30 days of its referral to Step 2. During this process, mediation
2 may be used with the agreement of the Division Manager and the Union representative. If mediation
3 is agreed to, a mediator will be selected from a mutually agreeable source.

4 If the Union representative, the employee, and the Division Manager are unable to reach
5 agreement resolving the grievance, the decision of the Division Manager shall be presented to the
6 employee and the Union in writing within 35 days of the referral to Step 2. Additionally, if there is
7 no resolution, the Division Manager's final pre-arbitration response must be concurred in by OHRM
8 which will be the Union's contact for the employer thereafter in the process.

9 **Step 3.** Any grievance not resolved at Step 2 may be submitted to arbitration. Any such
10 submittal must occur within 30 days of the Division Manager's Step 2 decision and must specify the
11 exact question to be arbitrated or the grievance shall be presumed resolved.

12 Should arbitration be necessary either after an attempt to mediate the grievance or directly
13 after Step 2, the parties shall select a third disinterested party to serve as arbitrator. In the event that
14 the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
15 seven arbitrators furnished by the American Arbitration Association or the Federal Mediation and
16 Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from
17 the list by both the County representative and the Union, each alternately striking a name from the list
18 until only one name remains. The party to strike first will be determined by a coin toss. The
19 arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision
20 promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may
21 be arbitrated which the County, by law, has no authority over, has no authority to change, or has been
22 delegated to any civil service commission or personnel board, as defined in RCW 41.56.

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

26 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
27 equally by both parties.

28 **Section 3. Alternative Dispute Resolution Procedures**

1 A. Unfair Labor Practice. The parties agree that 30 days prior to filing a ULP
2 complaint with PERC, the complaining party will notify the other party, in writing, meet, and make a
3 good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise
4 pass or the complaining party is seeking a temporary restraining order as relief for the alleged Unfair
5 Labor Practice.

6 B. Grievance. After a grievance is initially filed, the following Alternative Dispute
7 Resolution (ADR) process may be followed, with mutual consent of the Union and the Division.
8 This process will not exceed 10 days:

- 9 1. A meeting will be arranged by the Union Representative, Division
10 management representative and OHRM representative (or their designees) to attempt to resolve the
11 matter.
- 12 2. a. The meeting will include a mediator(s) and the affected parties.
13 b. The parties may mutually agree to other participants such as union
14 and management representatives or subject matter experts.
- 15 3. The parties will meet at mutually agreeable times to attempt to resolve the
16 matter.
- 17 4. If the matter is resolved, the grievance will be withdrawn.
- 18 5. If the matter is not resolved, the grievance will continue through the
19 grievance process.
- 20 6. The moving party can initiate the next step in the grievance process at the
21 appropriate times, irrespective of this process.
- 22 7. Offers to settle and aspects of settlement discussions will not be used as
23 evidence or referred to if the grievance is not resolved by this process.

24 This Section does not supersede or preclude any use of grievance mediation later in the
25 grievance process.

26 **Section 4. Institutional Disputes.** After informal attempts to resolve institutional disputes, if
27 either the Union or management wishes to raise a dispute as to the application of this agreement, an
28 institutional grievance may be filed with the other party.

1 After the institutional grievance is filed, the parties will meet to attempt to resolve the matter
2 within the next 60 days. Grievance mediation can be used if both parties agree. Mediation services
3 will be requested from a mutually acceptable source. If the matter is not settled within these 60 days,
4 the grieving party may invoke arbitration. The employer's final pre-arbitration response or formal
5 invocation of arbitration must be concurred in by OHRM, which will be the Union's contact for the
6 employer thereafter in this process.

7 If arbitration is invoked, the parties shall select a third disinterested party to serve as an
8 arbitrator.

9 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be
10 selected from a panel of seven (7) arbitrators furnished by the American Arbitration Association or
11 the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The
12 arbitrator will be selected from the list by both the County representative and the Union, each
13 alternately striking a name from the list until only one name remains. The party to strike first will be
14 determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the Association
15 shall be asked to render a decision promptly and the decision of the arbitrator shall be final and
16 binding on both parties. No matter may be arbitrated which the County, by law, has no authority
17 over, has no authority to change, or has been delegated to any civil service commission or personnel
18 board, as defined in RCW 41.56.

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

22 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
23 equally by both parties.

24 **Section 5.** There shall be no strikes, cessation of work or lockout while disputes are being
25 resolved or during arbitration.

26 **Section 6.** The right to process and settle grievances arising out of any provision of this
27 Agreement is wholly, to the exclusion of any other means available, dependent upon the provisions of
28 this article. The Union and the County agree to act promptly and fairly in all grievances.

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

8 **Section 8.** The time limits set forth in this Article may be extended upon written consent of
9 both parties. Unless a written extension has been granted, failure of the grievant to pursue the
10 grievance to the appropriate step within the time limits set forth herein shall constitute a waiver of the
11 grievant's right to pursue the grievance to the next step. Failure of the County to respond to the
12 grievant within the time limits set forth herein shall automatically move the grievance to the next step
13 with notice provided to the management person at the next applicable step by the Union.

14 **Section 9.** A grievance may be filed at any step that is mutually agreed upon in writing by the
15 County and the Union.

16 **Section 10.** The Union and County may agree in writing to waive any of the above steps.
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1 **ARTICLE 14: REDUCTION IN FORCE AND RE-HIRE**

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

8 **Step 1.** At the time Division management proposes or is told of facility closures,
9 service reductions, budget reductions or other actions which could result in employee lay-offs within
10 this bargaining unit, Division management shall make this information, as well as information about
11 the reasons for the proposed or actual action, the likely time frame within which such action will
12 occur, and the extent of impact on the workforce, available to the appropriate Labor-Management
13 Committee as set forth in Article 12, Section 7 of this Agreement as soon as practical.

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

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

20 **Section 2.** If a facility closes or ownership transfers, the County will involve the Union and
21 employees in discussions about the closures early on and will seek to find other jobs inside King
22 County for employees potentially affected by facility closures by:

- 23 1. Looking for internal placements within the bargaining unit.
24 2. Interviewing potential RIF candidates and considering their qualifications for any
25 pending bargaining unit vacancy prior to opening the vacant position to other candidates. When RIF
26 candidates could be trained on the job within the probation period, management will consider training
27 the candidate to meet minimum requirements for passing probation.

- 28 3. Not requiring probation for employees when they've met the qualifications of the

1 vacancy previously.

2 4. Looking outside the bargaining unit for placements pursuant to Section 7 of this
3 Article.

4 **Section 3.** If employment opportunities for affected employees are not found within King
5 County, and the facility is transferred to another jurisdiction as a result of annexation or
6 incorporation, the County will demonstrably try to get the new owner to hire County employees.

7 **Section 4.** If the provisions of Sections 2 and 3 of this Article are not successful, the
8 employees shall be able to avail themselves of any opportunities established in the Personnel
9 Guidelines.

10 **Section 5.** Employees laid off as a result of a lack of work and/or shortage of funds shall be
11 laid off according to seniority within classification as set forth in Article 15, Seniority, of this
12 Agreement.

13 **Section 6.** Employees scheduled to be laid off as a result of their seniority status in the
14 affected classification may exercise their right to bump employees in a lower occupational group
15 within the same division, provided that the employee has performed and is qualified to perform the
16 duties of the lower classification, and the employee has more seniority, as defined in Article 15, than
17 the employee in the lower classification. Such action shall take place prior to the date the layoff is to
18 be effective.

19 **Section 7.** Employees laid off shall be re-hired in the inverse order of layoff; namely, those
20 laid off last will be re-hired first.

21 **Section 8.** Regular employees on layoff shall be referred to other positions within the Career
22 Service in accordance with applicable County policies. For purposes of this contract, such policies
23 shall be interpreted as follows: In no circumstances shall the employee be recalled to employment in
24 a classification with a higher pay range than the pay range of the classification held at the time of
25 layoff. In the event the classification from which the employee was laid off moves to a higher pay
26 range, the employee will continue to have recall rights to that classification or to any new
27 classification which includes the classification held at the time of layoff.

28 **Section 9. Lateral Bumping - Solid Waste Division.** If a Scale Operator position is

1 eliminated, the employee who held that position may bump any less senior employee in the class; any
2 employee who is bumped by a more senior employee whose position has been eliminated can bump
3 any less senior employee in the class. Bumping shall occur pursuant to the following procedures:

4 **Step 1.** Affected employees submit list of shift/location preferences in order of
5 priority, except those held by more senior employees.

6 **Step 2.** All affected employees in the classification and the union will be notified in
7 writing of the position elimination at least 30 days prior to the event occurring.

8 **Step 3.** This process will include the employee (or employees) whose position(s)
9 has/have been eliminated, plus all regular full-time and regular part-time bargaining unit employees
10 with less seniority than the most senior employee whose position has been eliminated.

11 **Step 4.** All affected regular full-time and regular part-time employees bid for position
12 preferences in order of priority. The supervisor shall provide a formal position list to each affected
13 employee with the notice provided per item 1 above, which will include all work locations and shifts
14 available for bid.

15 **Step 5.** All affected employees will be required to submit position preferences in
16 order of priority to their immediate supervisor. All affected employees will be given 14 calendar days
17 to submit their preferences to the immediate supervisor after receipt of the formal position list.

18 **Step 6.** Within seven calendar days, the Division shall provide to the union and the
19 employees the results of the lateral bumping process, prior to the implementation of the new
20 assignments. The results should include the schedule for implementation and a list of all employees'
21 work shifts and locations.

22 **Step 7.** New position bids will be requested for each occurrence that could result in a
23 lateral bumping process within the classification.

24 **Section 10. Lateral Bumping - DCFM.** If a bargaining unit position is eliminated, the
25 employee who held that position can bump into any position for which he/she is qualified and which
26 is occupied by any less senior employee in the class; any employee who is bumped by a more senior
27 employee whose position has been eliminated can bump into any position for which he/she is
28 qualified and which is occupied by any less senior employee in the class. Bumping shall occur

1 pursuant to the following procedures:

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

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

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

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

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

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

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

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

28 **Section 11. Lateral Bumping - Parks.** If a bargaining unit position is eliminated, the

1 employee who held that position can move into another position pursuant to the provisions of Article
2 12 , Section 8, related to transfers. If a Parks position is eliminated, pursuant to the provisions of
3 Article 12 , Section 8, related to transfers, the employee who held that position may bump any less
4 senior employee in the class and any employee who is bumped by a more senior employee whose
5 position has been eliminated can bump any less senior employee in the class. Bumping shall occur
6 pursuant to the following procedures:

7 **Step 1.** Affected employees submit list of shift/location preferences in order of
8 priority, except those held by more senior employees.

9 **Step 2.** All affected employees in the classification and the union will be notified in
10 writing of the position elimination at least 30 days prior to the event occurring.

11 **Step 3.** All affected employees will be required to submit position preferences in
12 order of priority to their immediate supervisor. All affected employees will be given 14 calendar days
13 to submit their preferences to the immediate supervisor after receipt of the formal position list.

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1 **ARTICLE 15: SENIORITY**

2 **Section 1.** Seniority shall be defined as follows:

3 A. Length of service in classification within the bargaining unit.

4 B. An employee who is promoted to another classification within the same
5 department and division shall continue to accrue seniority in the classification from which he/she was
6 promoted.

7 C. An employee who is granted an approved leave of absence from his/her
8 employment for family care, personal illness or injury, or similar reasons shall continue to accrue
9 seniority during his/her leave of absence, not to exceed one (1) year, and shall maintain his/her
10 seniority position relative to other employees.

11 D. The seniority list for all Parks Maintenance classifications will be one combined
12 list from the date of hire into a bargaining unit position in the Parks Maintenance Division.

13 E. Incumbents in Operating Engineer II positions assigned to the Aquatics Center as
14 of the effective date of this contract shall not be bumped during a reduction in force by any other
15 Operating Engineer II's regardless of seniority.

16 **Section 2.** In the event that two employees have the same seniority, the County shall
17 determine which employee, in the event of layoff, shall be laid off.

18 **Section 3.** An employee who becomes eligible to accrue vacation leave shall have his/her
19 accrual rate determined by his/her seniority date or length of service date, whichever is earlier.

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1 **ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY**

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical
5 handicap (SMPH).

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1 **ARTICLE 17: SAVINGS CLAUSE**

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

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1 **ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to avoid or
4 eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone
5 any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned
6 duties, sick leave absence which is not bona fide, or other interference with County functions by
7 employees under this Agreement and should same occur, the Union agrees to take appropriate steps to
8 end such interference. Any concerted action by any employee in the bargaining unit shall be deemed
9 a work stoppage if any of the above activities have occurred. Being absent without authorized leave
10 shall be considered as an automatic resignation. Such a resignation may be rescinded by the division
11 manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar
12 days of the date his automatic resignation became effective.

13 **Section 2.** Upon notification in writing by the County to the Union that any of its members
14 are engaged in a work stoppage, the Union shall immediately, in writing, order such members to
15 immediately cease engaging in such work stoppage and provide the County with a copy of such order.
16 In addition, if requested by the County, a responsible official of the Union shall publicly order such
17 Union employees to cease engaging in such a work stoppage.

18 **Section 3.** Any employee who commits any act prohibited in this section will be subject in
19 accord with the County's Work Rules to the following action or penalties:

20 A. Discharge.

21 B. Suspension or other disciplinary action as may be applicable to such employee.

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1 **ARTICLE 19: WAIVER CLAUSE**

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

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1 **ARTICLE 20: EMPLOYEE RIGHTS**

2 **Section 1.** The off-duty activities of employees shall not be cause for disciplinary action
3 unless said activities are detrimental to the employee's work performance or the program of the
4 agency.

5 **Section 2.** If at any level, the County determines to bring disciplinary action against any
6 employee for any reason, the employee shall be apprised of his/her rights of appeal and representation
7 as provided for in the Grievance Procedure of this Agreement.

8 **Section 3.** No employee shall be disciplined or discharged without just cause. Disciplinary
9 action shall normally be taken within fourteen (14) calendar days of the employer's knowledge of the
10 alleged violation or such action will be null and void; provided, if the circumstances surrounding the
11 alleged violation are such that the County could not complete the necessary investigation and take
12 disciplinary action within fourteen (14) calendar days of the alleged violation, the disciplinary action
13 shall be taken within fourteen (14) calendar days of the conclusion of the investigation or such action
14 will be null and void. All investigations related to disciplinary matters will be conducted in a timely
15 manner. Note: "Employer" shall mean the first level of supervision outside of the bargaining unit.

16 **Section 4.** The employee and/or representative may examine the employee's personnel file(s)
17 if the employee so authorizes in writing. Material placed into the employee's file(s) relating to job
18 performance or personal character shall be brought to his or her attention. The employee may
19 challenge the propriety of including it in the file(s). The employee shall have the right to insert
20 documentation into the file(s), providing such documentation is relevant to the challenge.
21 Unauthorized persons shall not have access to employee files or other personal data relating to their
22 employment.

23 **Section 5.** No employee shall be required to use equipment which is not in a safe condition.
24 In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the
25 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment
26 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if
27 the employer determines the equipment to be unsafe. At such time as the employer determines the
28 equipment to be safe, the employee will be advised.

1 **Section 6.** Reclassification requests (questionnaires) submitted to supervisors shall be
2 submitted to the Office of Human Resources Management within ten (10) working days. The Office
3 of Human Resources Management shall act within four (4) months of the original submittal.

4 **Section 7.** The Executive Order #PER 15-2-1 (AEP), dated October 25, 1995, "Policy for
5 King County Prohibited Drug Use and Alcohol Misuse Education and Testing Program" (hereinafter
6 called "Drug and Alcohol Policy") is incorporated herein by reference, with the following
7 modifications or additions.

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

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

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

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1 **ARTICLE 21: WORK OUTSIDE OF CLASSIFICATION**

2 **Section 1.** All work outside of classification in an acting capacity shall be assigned in writing
3 by the division manager or his/her designee for an entire day/shift. An employee so assigned to work
4 outside of classification shall be paid at the first step of the higher class or five percent (5%) over the
5 salary received prior to the assignment, whichever is greater, for all time spent while so assigned.

6 **Section 2.** After forty-five (45) calendar days of work performed in accordance with Section
7 1, a meeting may be requested by the Union to review the circumstances and to discuss the need to
8 fill the position vacated by the employee working out of classification.

9 **Section 3.** Work out of class will not be used in lieu of filling vacancies through the normal,
10 open competitive selection process. Work out of class may be used to meet needs such as:

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

18 **Section 4.** Employees in a training capacity may be assigned work normally performed by a
19 higher classification, except they will not be placed in a training capacity to circumvent the intent of
20 Section 1, hereof.

21 An employee assigned to a training capacity shall be under the supervision and guidance of
22 his/her immediate supervisor and shall not be in the training position for more than ten (10)
23 consecutive, normal working days.

24 **Section 5.** Employees shall not be held accountable while performing work foreign to the
25 concept of their class specification except as provided in Section 1.

26 **Section 6.** Seasonal or cyclical work out of class as Floor Care Specialist, Window Washer,
27 Utility Worker, and Hazardous Waste Technician, will be assigned on a voluntary basis to employees
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1 on the respective divisional lists of employees qualified to perform the work, provided such work can
2 be scheduled without incurring an overtime liability. Whenever possible, licensed DCFM Custodians
3 or Utility Workers will be offered the opportunity for Hazardous Waste Technician work prior to
4 hiring such from outside the Department. Pay for work so assigned shall be for all hours worked
5 outside of classification. The frequency and duration of such work out of class assignment to
6 individual employees shall be at the sole discretion of management. In the event employees cannot
7 be assigned from the list(s) without incurring an overtime liability, the County may assign the work
8 out of classification to other bargaining unit employees.

9 **Section 7.** Employees assigned to work out of class washing windows shall receive
10 assignment pay beginning with the first hour of assignment and will perform all functions of the
11 assignment.

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1 **ARTICLE 22: UNION REPRESENTATION**

2 **Section 1.** Authorized representatives of the Union may, after notifying the County official in
3 charge, visit the work location of employees covered by this Agreement at any reasonable time for the
4 purpose of investigating grievances, but shall not conduct union business on County time.

5 **Section 2.** Authorized representatives of the Union may have reasonable access to its
6 members in County facilities for transmittal of information or representation purposes before work
7 and during lunch breaks or other regular breaks as long as the work of the County employees and
8 services to the public are unimpaired. Prior to contacting members in County facilities, such
9 authorized agents shall make arrangements with the division manager and the Office of Human
10 Resources Management.

11 **Section 3.** The Union shall have the right to appoint stewards within departments where its
12 members are employed under the terms of this Agreement. The maximum number of stewards
13 appointed shall be as follows:

14 Parks - four (4)

15 Aquatics Division - one (1)

16 Department of Construction and Facilities Management - two (2)

17 Solid Waste Division - two (2)

18 The department shall be furnished with the names of stewards so appointed. The steward
19 shall see that the provisions of this Agreement are observed, and he/she shall be allowed a reasonable
20 time to investigate grievances during regular working hours.

21 **Section 4.** It shall be a violation of this Agreement to directly or indirectly interfere with,
22 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of
23 their right to organize and designate representatives of their own choosing for the purpose of
24 collective bargaining or in the free exercise of any other right under RCW 41.56.

25 **Section 5.** The County agrees to permit the Union to post on County bulletin boards the
26 announcement of meetings, election of officers, and any other Union material, provided there is
27 sufficient space beyond what is required by the County for "normal" operations. If sufficient space is
28 not available on County boards or in areas where County boards are not available, the Union may

1 provide one with location of same to be determined through mutual agreement of the Union and the
2 Employer.

3 **Section 6.** Authorized union stewards may use e-mail system for contract administration
4 purposes, provided that this provision is consistent with other county policies and does not interfere
5 with county business.

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1 ARTICLE 23: DURATION

2 This Agreement shall be in effect when ratified by the parties, and covers the period
3 January 1, 2001 through December 31, 2003.

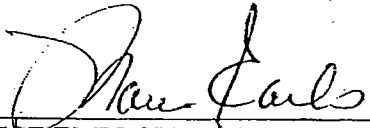
4 Contract negotiations for the period beginning January 1, 2004 may be initiated by either party
5 providing to the other written notice of its intention to do so no later than October 31, 2003. It is the
6 goal of both parties to conclude negotiations prior to expiration of this agreement.

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APPROVED this 27 day of June, 2001

By  for
King County Executive

UNION:



SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL #6, AFL-CIO

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ADDENDUM A
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6
AND
KING COUNTY

Department of Natural Resources, Solid Waste Division		
(Rates of Pay, August 16, 1999)		
<i>Job Class Code</i>	<i>Classification</i>	<i>Salary</i>
8382	Scale Operators, Base Rate	\$16.23/hour
	Cedar Hills	\$18.66
	Cedar Falls	\$17.37
	Site Cashier Landfill	\$15.42

Rates of Pay, August 16, 1999; actual rates during the term of the contract will be determined in accordance with the Cost of Living Adjustment Formula below.

Full-time Scale Operators regularly assigned to transfer stations will be paid at the transfer station rate when assigned to landfills. Any site cashier working a transfer station will be paid the transfer station rate.

Regular part-time employees receive the rate of pay dependent upon where assigned as do the landfill cashiers.

King County Parks		
<i>Job Class Code</i>	<i>Classification</i>	<i>Salary Range</i>
8671	Park Specialist I	35*
8672	Park Specialist II	42
8673	Park Specialist III	50

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King County Parks		
Job Class Code	Classification	Salary Range
8656	Operating Engineer I	42
8658	Operating Engineer II	47
8657	Operating Engineer II, assigned to King County Aquatics Center	49**
8659	Operating Engineer III	51
8172	Inventory Purchasing Specialist I	42
8173	Inventory Purchasing Specialist II	46
8174	Inventory Purchasing Specialist III	49
8696	Playground Specialist	44

*Parks Specialist I employees in the Supported Employment Program: The rate of pay is 50% of the appropriate step of Range 35 for greenhouse crew, and 70% of the appropriate step for field crew.

**Operating Engineer II positions assigned to the King County Aquatics Center shall be paid two additional salary ranges above the Operating Engineer II salary range.

Effective upon ratification by both parties, Parks seasonal employees will be placed on Range 17, as follows:

Start:	Step 8
after 1040 hours	Step 9
after 2080 hours	Step 10

All salary ranges are the King County Salary Schedule, "square table"

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Department of Construction and Facilities Management		
<i>Job Class Code</i>	<i>Classification</i>	<i>Salary Range</i>
8665	Custodian	30**
8665	Custodian, assigned Floor Care Specialist	31
8665	Custodian, assigned Window Washer	36
8692	Utility Worker I	35
8693	Utility Worker II	39
8601	Hazardous Waste Technician	46
8603	Hazardous Waste Surveyor/Coordinator	50
8602	Supervising Hazardous Waste Technician	52

**Custodian employees in the Supported Employment Program: The rate of pay is 70% of the appropriate step of Range 30.

All salary ranges are the King County Salary Schedule, "square table"

STEP PROGRESSION IN SALARY RANGES

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. Employees who, on August 16, 1999, were placed on a step on a new range that is four or more steps lower than the employee's step in the current range will advance one additional step on January 1, 2001 and January 1, 2002, but not to exceed Step 10.

COST OF LIVING ADJUSTMENT

1. Effective January 1, 2001, all rates of pay in effect on December 31, 2000 will be increased by 3.11 per cent.
2. Effective January 1, 2002, all rates of pay in effect on December 31, 2001, will be increased by a percentage equal to 90% of the increase in the CPI-W, All Cities Index, September 2000 - September 2001, provided that the increase shall be not less than 2% nor greater than 6%.

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3. Effective January 1, 2003, all rates of pay in effect on December 31, 2002, will be increased by a percentage equal to 90% of the increase in the CPI-W, All-Cities Index, September 2001 - September 2002; provided that the increase shall be not less than 2% nor greater than 6%.