

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

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ARTICLE 1:	PURPOSE.....	1
ARTICLE 2:	EMPLOYEE CATEGORIES	2
ARTICLE 3:	UNION RECOGNITION AND MEMBERSHIP	4
ARTICLE 4:	RIGHTS OF MANAGEMENT.....	5
ARTICLE 5:	HOLIDAYS.....	6
ARTICLE 6:	VACATIONS	8
ARTICLE 7:	SICK LEAVE	11
ARTICLE 8:	MISCELLANEOUS LEAVES.....	15
ARTICLE 9:	SAFETY	18
ARTICLE 10:	CONTRACTING OUT	20
ARTICLE 11:	WAGE RATES AND OVERTIME	22
ARTICLE 12:	HOURS OF WORK	26
ARTICLE 13:	MEDICAL, DENTAL AND LIFE INSURANCE	29
ARTICLE 14:	MISCELLANEOUS.....	29
ARTICLE 15:	DISPUTE RESOLUTION PROCEDURES.....	33
ARTICLE 16:	REDUCTION IN FORCE AND RE-HIRE.....	37
ARTICLE 17:	SENIORITY	40
ARTICLE 18:	EQUAL EMPLOYMENT OPPORTUNITY	41
ARTICLE 19:	SAVINGS CLAUSE	41
ARTICLE 20:	WORK STOPPAGES AND EMPLOYER PROTECTION.....	42
ARTICLE 21:	WAIVER CLAUSE.....	43
ARTICLE 22:	EMPLOYEE RIGHTS.....	43
ARTICLE 23:	WORK OUTSIDE OF CLASSIFICATION	45
ARTICLE 24:	UNION REPRESENTATION.....	47
ARTICLE 25:	PRODUCTIVITY RECOGNITION PROGRAM.....	48
ARTICLE 26:	DURATION	51
ADDENDUM A:	WAGES.....	52
ADDENDUM B:	MEMORANDUM OF AGREEMENT: ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS	

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

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

ARTICLE 1: PURPOSE

1.1. Purpose. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County (County) and the employees represented by SEIU Local 925 (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.

1.2. Improvement of Relationship. This desire to promote the continued improvement of the relationship between the County and the Union was reflected in the establishment of an Interest-Based Bargaining Team (IBBT) comprised of Facilities management and employees, a Union representative, and a Labor Negotiator from King County's Labor Relations staff, and the use of a collaborative bargaining process to arrive at this 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;
6. Enforceable;
7. Economically feasible;

1 8. Legal; and

2 9. Promotes efficient and effective public service.

3 **ARTICLE 2: EMPLOYEE CATEGORIES**

4 **2.1. Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 **2.3. Supplements to Regular Work Force.** Seasonal and temporary (including term-limited
3 temporary) employees are supplementary to the regular work force and shall not be used to supplant
4 regular full-time or regular part-time positions or undermine the integrity of the bargaining unit.
5 These employees are employed at will and are part of the bargaining unit and subject to the terms of
6 this Agreement.

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

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

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

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

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

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

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

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

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

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

21 **ARTICLE 4: RIGHTS OF MANAGEMENT**

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

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

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

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

11 **ARTICLE 5: HOLIDAYS**

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

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

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

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

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

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

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

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

6

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

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

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

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

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

1 **ARTICLE 6: VACATIONS**

2 **6.1. Accrual Rate.** Regular, probationary, and term-limited temporary full-time employees
3 shall receive vacation benefits as indicated in the following table based upon a full-time schedule of
4 forty (40) hours per week.

5

6 Length of Continuous Service	7 Hourly Accrual Rate	8 Annual Vacation Credit in Hours	9 Annual Accrual in Days	10 Maximum Allowable Accrual in Hours	11 Maximum Allowable Accrual Work Day Equivalent
12 Upon hire through end of year 5	.04615 hour	96 hours	12 days	96 hours	12 days
13 Upon beginning of year 6 through end of year 8	.05770 hour	120 hours	15 days	480 hours	60 days
14 Upon beginning of year 9 through end of year 10	.06154 hour	128 hours	16 days	480 hours	60 days
15 Upon beginning of year 11 through end of year 16	.07692 hour	160 hours	20 days	480 hours	60 days
16 Upon beginning of year 17	.08077 hour	168 hours	21 days	480 hours	60 days
17 Upon beginning of year 18	.08462 hour	176 hours	22 days	480 hours	60 days
18 Upon beginning of year 19	.08846 hour	184 hours	23 days	480 hours	60 days
19 Upon beginning of year 20	.09231 hour	192 hours	24 days	480 hours	60 days
20 Upon beginning of year 21	.09615 hour	200 hours	25 days	480 hours	60 days
21 Upon beginning of year 22	.1 hour	208 hours	26 days	480 hours	60 days
22 Upon beginning of year 23	.10385 hour	216 hours	27 days	480 hours	60 days
23 Upon beginning of year 24	.10769 hour	224 hours	28 days	480 hours	60 days
24 Upon beginning of year 25	.11154 hour	232 hours	29 days	480 hours	60 days
25 Upon beginning of year 26 and beyond	.11538 hour	240 hours	30 days	480 hours	60 days

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

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

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

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

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

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

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

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

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

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

1 RCW Title 11.

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

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

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

19 **6.14. Scheduling.**

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

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

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

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

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

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

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

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

10 **ARTICLE 7: SICK LEAVE**

11 **7.1. Accrual**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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