King County

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

KING COUNTY

Signature Report

November 10, 2015

Ordinance 18149

Proposed No. 2015-0377.2 **Sponsors** Dembowski and Phillips

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and Service Employees International Union, Local 925 (Department of Natural Resources and Parks - Parks and Recreation) representing employees in the department of natural resources and parks; and establishing the effective date of said agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The collective bargaining agreement negotiated by and between King County and Service Employees International Union, Local 925 (Department of Natural Resources and Parks - Parks and Recreation) representing employees in the department of natural resources and parks, which is Attachment A to this ordinance, is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 2014, through and including December 31, 2019.

Ordinance 18149 was introduced on 9/21/2015 and passed by the Metropolitan King County Council on 11/9/2015, by the following vote:

Yes: 5 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Mr. McDermott and Mr. Dembowski
No: 0
Excused: 4 - Ms. Hague, Ms. Lambert, Mr. Dunn and Mr. Upthegrove

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this 20th day of November, 2015.

Dow Constantine, County Executive

RECEIVED
2015 NOV 20 PM 4:04
KING COUNTY COUNCIL
CLERK

Attachments: A. Agreement between Service Employees International Union, Local 925 and King County-dated October 29, 2015

ATTACHMENT A
Revised October-29-2015

AGREEMENT BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

AND

KING COUNTY

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

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

ARTICLE 1: PURPOSE

1.1. 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. 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 Parks' management and employees, a Union representative and a Labor Negotiator from the 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;

8. Legal; and

9. Promotes efficient and effective public service.

ARTICLE 2: DEFINITIONS

2.1. Employee Categories.

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

B. Regular Part-time Employee. An individual employed in a position established in the County budget as an authorized FTE and which will require at least twenty-six (26) weeks of service per year at the work schedule established for the position and which has an established work schedule of less than forty (40) hours per week, but at least half time. Regular part-time employees are career service employees who are not on probation.

C. Short Term Temporary Employee. An individual employed in a position which is not a position established in the County budget as an authorized FTE and who works less than one thousand forty (1040) hours in a calendar year. These employees are not career service and are not eligible for vacation leave, sick leave, holiday pay or other paid leaves, medical, dental or other insurance benefits. They are eligible for participation in the PERS as provided by state law.

D. Term-Limited Temporary Employee. A term-limited temporary employee is a temporary employee who is employed in a term-limited temporary position. Term-limited temporary employees are not members of the career service. They may not be employed in term-limited temporary positions longer than three (3) years beyond the date of hire, except that for grant-funded projects, capital improvement projects, and information systems technology projects the maximum period may be extended for up to five (5) years upon approval of the director of the Department of Executive Services, Human Resources Division (HRD).

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

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

career service;

2. Will require less than one thousand forty (1040) hours in a calendar year; and

3. The need exists at regular, predictable intervals during the year.

These employees are not eligible for vacation leave, sick leave, holiday pay or other paid leaves, medical, dental or other insurance benefits. They are eligible for participation in the Employee Assistance Program, the PERS as provided by state law, and any other program available to non-benefited employees.

2.2. Temporary Lead Worker Assignment. Temporary lead worker assignments may be made at the discretion of the Section Manager as a means of ensuring efficient and effective performance of work. This person has responsibility for scheduling, coordinating, assigning and overseeing the work and providing input to employee performance evaluations. Duties of the temporary lead worker shall not include hiring, firing, or disciplining of others. In the event a performance feedback system is implemented as provided in Section 12.12, such feedback may be considered in making these assignments.

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

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

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

- seasonal or cyclical in nature
- time-limited
- project specific
- requiring specific skills that are not available in the County's regular work force; or

- requiring an employee to work less than half-time.

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

2.4. Temporary Employees. Seasonal, temporary and term-limited temporary employees are supplementary to the regular work force and shall not be used to supplant regular full-time or regular part-time positions or undermine the integrity of the bargaining unit. These employees are employed at will and part of the bargaining unit and subject to the terms of this Agreement. In the event any of these positions extends into the season between November 1 and February 28 (29), the positions will be offered to .67 FTE employees at no less than the .67 FTE employee's regular rate of pay.

2.5. Seasonal Employees seeking a Regular Position. Seasonal employees who have worked a cumulative total in excess of one thousand-forty (1040) hours and who have demonstrated continuous satisfactory performance shall be considered for regular positions along with candidates from outside the organization. The decision as to which applicant will be selected to fill the vacancy shall be the sole prerogative of the appointing authority. Seasonal employees who have worked 1500 hours and have demonstrated continuous satisfactory performance will receive additional consideration when applying for a full time Parks Specialist II position. As additional consideration, an extra 5% of points will be awarded to the applicants' total number of points scored by subject matter experts as part of the application review.

2.6. .67 Full-time Employee. For Parks Specialists II positions that are designated as .67 FTE, the following shall apply:

A. During the four (4) months period during which these employees are not working, they retain employment status for certain purposes; however, they are eligible, in accordance with law, for unemployment compensation and for COBRA during this period.

B. These employees have access to year-round positions in the Parks Division pursuant to Section 10.11 of this Agreement.

C. These employees accrue sick leave, vacation leave and compensatory time in accordance with the schedules in Articles 6, 7 and 8 during the period in which they are working and

have no accruals during the period in which they are not working. Accrued leave may be used only during the period during which the employee is working. Any leave which is not used during the work period is carried over to the next work period; provided, however, employees may choose to cash-out any or all of their accrued vacation leave and/or compensatory time off at the conclusion of each work period. In the event the employee resigns, s/he will be paid for unused vacation leave/compensatory time as provided under the terms of this Agreement.

D. Contract provisions governing holidays (Article 5) are applicable to .67 FTE employees. The employees are not paid for holidays which occur when they are not actually working. Personal holidays will accrue at 16 hours x .67, with half (1/2) the accrued hours being placed in the employee's vacation account in October and the remaining half in November or at the end of their working period, whichever comes first.

E. During the working period, payment is made into the PERS for the .67 employees in accordance with law.

F. The .67 FTE employees are eligible to contribute into deferred compensation during the period they are working.

G. The first six (6) months of employment for the .67 FTE employees is the probationary period. Section 13.10 of the Agreement and the Personnel Guidelines will apply.

H. The .67 employees accrue bargaining unit seniority during the time the employee is working. Seniority is "frozen" during the period the employee is not working and resumes accruing at the next start date of the next work period.

I. The County will hire no more than four (4), .67 FTE's during the term of the Agreement.

J. Prior to the four (4) month period during which the .67 FTE employees are not working, they will notify the county in writing of their interest in work opportunities during the four (4) month period. If employed, the County will offer them work at their regular rate of pay as a PS II.

2.7. Definition of Days. Unless otherwise provided, days as used under the Agreement will refer to calendar days.

2.8. General Definition. Unless otherwise defined under the King County Code or this

Agreement, all words will have their usual and customary meaning.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

3.1. Union Recognition. The County recognizes the Union as the exclusive representative having jurisdiction over the body of work performed by classifications included in the bargaining unit which are specified in Addendum "A" of this Agreement.

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

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

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

3.5. Cause for Discharge. Failure by an employee to abide by the above provisions shall constitute grounds for discharge of such employee; provided, that when an employee fails to fulfill

the above obligations the Union shall provide the employee and the County with a thirty (30) day notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue.

3.6. Membership Application. The County will require all new employees hired into a position included in the bargaining unit to sign a form which will inform them of the Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1) by the employee and the original sent to the Union. The Parks Division will provide a union membership application in their new hire packet. The County will notify the Union of any employee leaving the bargaining unit because of termination, layoff, leave of absence or dismissal.

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

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

ARTICLE 4: RIGHTS OF MANAGEMENT

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

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

4.3. Standardized Pay Practices. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

ARTICLE 5: HOLIDAYS

5.1. Holidays. Regular, probationary and term-limited temporary employees shall be 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

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

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

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

worked for purposes of determining weekly overtime for all employees.

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

5.5. Part-time Holiday Benefit. Regular, probationary and term-limited temporary employees who work a part-time schedule shall receive the regular holiday pay prorated in accordance with their regular schedule. For example:

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
32.0	76.8	6.4 hours
40.0	96.0	8.0 hours

5.6. Holiday Premium Pay for Seasonal Employees. Seasonal employees shall be paid time and one-half (1-1/2) for hours worked on the observed County holiday.

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

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

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

5.10. Work on a Holiday. Employees who work on a holiday have the option of earning compensatory time at one and one-half (1-1/2) times the regular rate of pay in lieu of receiving premium pay of one and one-half (1-1/2) times the regular rate of pay. Employees whose holiday falls on a scheduled day off will accrue the holiday hours to be used during the calendar year at straight time. Holiday hours accrued under this Section will not count as hours worked for the purpose of determining weekly overtime in the week they are accrued.

5.11. Aquatics Center. For bargaining unit members whose primary assignment is the Aquatics Center, if a holiday is officially observed on a Friday that is a regular day off, the holiday will be taken on the last regular work day of that week. If a holiday is officially observed on a Monday that is a regular day off, the holiday will be taken on the next regular work day of that week.

5.12. Holidays falling on the Weekend. Employees whose regular work schedules include a weekend holiday that the County observes on a weekday will receive a paid holiday on the actual holiday and work the observed County holiday at straight time. If the employee is required to work on the actual holiday, in addition to the paid holiday hours the employee will earn one and one-half (1-1/2) times the regular rate of pay for all hours worked. Each District's Parks District Maintenance Coordinator (PDMC) shall schedule their district employees as directed by the Section Manager.

ARTICLE 6: VACATIONS

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

Length of Continuous Service	Hourly Accrual Rate	Monthly Vacation Credit in Hours	Monthly Accrual in Days	Annual Vacation Credit in Hours	Annual Accrual in Days	Maximum Allowable Accrual in Hours
Upon hire through end of year 5	.04615 hours	8 hours	1 day	96 hours	12 days	480 hours
Upon beginning of year 6 through end of year 8	.05770 hours	10 hours	1.25 days	120 hours	15 days	480 hours
Upon beginning of year 9 through end of year 10	.06154 hours	10.64 hours	1.33 days	128 hours	16 days	480 hours
Upon beginning of year 11 through end of year 16	.07692 hours	13.36 hours	1.67 days	160 hours	20 days	480 hours
Upon beginning of year 17	.08077 hours	14 hours	1.75 days	168 hours	21 days	480 hours
Upon beginning of year 18	.08462 hours	14.64 hours	1.83 days	176 hours	22 days	480 hours
Upon beginning of year 19	.08846 hours	15.36 hours	1.92 days	184 hours	23 days	480 hours
Upon beginning of year 20	.09231 hours	16 hours	2 days	192 hours	24 days	480 hours
Upon beginning of year 21	.09615 hours	16.7 hours	2.08 days	200 hours	25 days	480 hours
Upon beginning of year 22	.1 hours	17.36 hours	2.17 days	208 hours	26 days	480 hours
Upon beginning of year 23	.10385 hours	18 hours	2.25 days	216 hours	27 days	480 hours
Upon beginning of year 24	.10769 hours	18.64 hours	2.33 days	224 hours	28 days	480 hours
Upon beginning of year 25	.11154 hours	19.36 hours	2.42 days	232 hours	29 days	480 hours
Upon beginning of year 26 and beyond	.11538 hours	20 hours	2.5 days	240 hours	30 days	480 hours

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

6.2. Accrual Rates for Eligible Part-Time Employees. Regular, probationary and term-limited temporary part-time employees shall accrue vacation leave in accordance with the vacation

leave schedule set forth in Section 6.1; provided, however, such accrual rates shall be prorated to reflect the employee's hours of work.

6.3. Effective Date of Accrual. Employees eligible for vacation leave shall accrue vacation leave from their date of hire with the County in a leave eligible position.

6.4. An employee shall not be granted vacation benefits if not previously accrued by the employee.

6.5. Accrual Above Maximum. Employees may carry over additional vacation beyond the maximum specified herein, if as result of cyclical workloads or work assignments, use of vacation was denied by the Section Manager. Absent the ability to carry over leave, the excess accrued vacation would be forfeited.

6.6. Ineligible to Work While Receiving Vacation Pay. No employee shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.

6.7. Increments of Vacation Leave. Vacation leave may be used in one quarter (1/4) hour increments, at the discretion of the employee's immediate supervisor.

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

6.9. Pay Upon Termination. Upon termination for any reason, regular employees will be paid for unused vacation leave. Regular employees hired after September 1, 1986, who are eligible for participation in the PERS Plan I shall not be compensated for more than two hundred forty (240) hours of accrued vacation at the time of retirement. Vacation hours accrued in excess of two hundred forty (240) hours must be used prior to the employee's date of retirement or the excess hours shall be forfeited.

6.10. Eligibility for use and Pay-out of Accrued Vacation. Employees in regular positions who leave King County employment for any reason after successful completion of six (6) months of County service in a leave eligible position will be paid for their unused vacation up to the maximum specified herein, except for PERS I as provided in Section 6.9. Employees shall not be eligible to

take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position and if they leave County employment prior to successfully completing their first six (6) months of County service in a leave eligible position they shall forfeit and not be paid for accrued vacation leave. The limitations in the preceding sentence do not apply to employees using accrued vacation for a qualifying event under the Washington Family Care Act or as otherwise required by law. Employees shall forfeit the excess accrual prior to December 31st of each year except as provided for in Section 6.5.

6.11. Payment of Accrued Leave upon Employee's Death. In cases of separation from County employment by death of an employee who has successfully completed his/her first six (6) months of County service and who has accrued vacation leave, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate or, in applicable cases, as provided for by state law, RCW Title 11.

6.12. Vacation Requests. Employees shall comply with the Parks Division Vacation Policy as approved by the LMC in 2002. For proposed vacations of two (2) weeks or less, employees must submit a King County Leave of Absence Request Form to their supervisor at least one (1) week in advance. For proposed vacations greater than two (2) weeks, employees must submit a King County Leave of Absence Request Form to their supervisor at least two (2) weeks in advance. In addition, for vacations greater than two (2) weeks, Parks District Maintenance Coordinator must submit a work coverage plan to their supervisor at least two (2) weeks in advance. Supervisors are responsible for balancing the needs of the work place and the employee's personal needs in evaluating the requests.

6.13. Vacation Benefit on Return to Work. If a regular employee resigns from County employment in good standing or is laid off and subsequently returns to County employment within two (2) years from such resignation or layoff, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under this Article.

ARTICLE 7: SICK LEAVE

7.1. Accrual.

A. Every regular, probationary and term-limited temporary employee shall accrue sick leave benefits at a rate equal to .04616 hours for each hour in pay status exclusive of overtime up to a

maximum accrual of eight (8) hours per month ninety-six (96) hours per year. Sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

B. During the first six (6) months of County service, employees eligible to accrue vacation leave may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used for sick leave must be reimbursed to the County upon termination. This paragraph does not apply to employees using accrued vacation leave for a qualifying event under the Washington Family Care Act or as otherwise required by law.

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

7.2. Use of Sick Leave.

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

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

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

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

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

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

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

4. Employee exposure to contagious diseases and resulting quarantine;

5. Employee keeping medical, dental, or optical appointments; provided, that

the employee's appointing authority has approved the use of sick leave for such appointments;

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

7. As otherwise required by law, including the Washington Family Care Act.

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

7.4. Administration. Division management is responsible for the proper administration of sick leave benefits. Verification from a licensed health care provider may be required to substantiate the health condition of the employee or family member for leave requests. In cases where management has documentation to support a history of excessive or patterned absenteeism, an employee may be put on written notice by the Section Manager, that for a period not to exceed six (6) months, requests for compensation under Article 7 Sick Leave must be accompanied by proof of need. This section will be utilized in a consistent manner for similarly situated bargaining unit employees throughout the Division.

7.5. Cancellation of Sick Leave. Separation from County employment, except by retirement or death, shall cancel all sick leave currently accrued to the employee.

7.6. Restoration of Sick Leave. Should an employee resign in good standing or be recalled from layoff and return to the County within two (2) years, accrued sick leave shall be restored.

7.7. Disability. Accrued sick leave may be used for absence due to temporary disability including that caused or contributed to by pregnancy. For leaves that are requested and approved pursuant to the King County Family and Medical Leave Ordinance (KCFML) and Section 7.9, there shall be no requirement to exhaust accrued sick leave prior to taking a leave of absence for such disability.

7.8. Pay-out. Employees eligible to accrue sick leave, who have successfully completed at least five (5) years of County service, and who retire as a result of length of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave

multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County health insurance at the COBRA rates. If the bargaining unit elects to adopt a Voluntary Employee Benefits Association (VEBA) as provided by the King County Code, such adoption will supersede the sick leave cash out described in this section.

7.9. Family Care Leave. To the extent allowed by County ordinance, state and/or federal law, an employee may choose to use accrued paid leave to care for a family member as set forth below. Use of sick leave or other paid leave to care for a family member shall be known as Family Care Leave (FCL). This section does not create any additional leave benefits beyond that which is guaranteed by County ordinance, state and federal law.

A. Care for a Child. An employee may use FCL to provide treatment or supervision for his/her child with a health condition requiring treatment or supervision.

1. For purposes of this Section, "child" means a biological, adopted, foster child, a child to which the employee stands in loco parentis, a stepchild, a legal ward of the employee or the employee's spouse or domestic partner who is under eighteen (18) years of age, or eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

2. Health condition requiring treatment or supervision includes:

a. Any medical condition requiring treatment or medication that the child cannot administer;

b. Any medical or mental health condition which would endanger the child's safety or recovery without the presence of a parent or guardian; or

c. Any condition warranting treatment or preventive care such as physical, dental, optical or immunization services, when a parent must be present to authorize and when sick leave may otherwise be used for the employee's own preventive health care.

d. Verification of the child's health condition from a licensed physician may be required for any requested sick leave absence to care for a child.

B. Care for Other Family Members. An employee may use FCL to provide care for a spouse or domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition.

1. Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care in a hospital, hospice, or residential medical facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or continuing treatment by or under the supervision of a health care provider or a provider of health care services and which includes any period of incapacity.

2. Emergency condition means a health condition that is sudden, generally unexpected occurrence of set of circumstances related to one's health demanding immediate action, and is typically very short-term in nature.

3. Verification of the family member's health condition from a licensed physician may be required for any requested leave of absence for the purposes stated herein.

7.10. Family and Medical Leave (FML). Employees covered by this Agreement are entitled to leave for the employee's own health condition, or for family care, as provided by KCFML and administered in accordance with the Personnel Guidelines; except, the following provisions shall apply:

A. Eligibility. Employees will be eligible for FML if during the twelve (12) month period preceding the leave they have been compensated for a minimum of one thousand-forty (1040) hours (40-hour work week employees). For purposes of FML eligibility, compensated hours shall include non-overtime hours worked, paid vacation, paid sick leave, and paid holidays.

B. Seniority. Seniority shall accrue in accordance with Section 15.1 while an employee is on FML.

C. Leave for Work Injury or Illness. An employee who is receiving time loss benefits and is unable to work due to a work injury or illness, and who has exhausted eligibility for paid health insurance through sick leave, vacation leave, and FML, will receive paid health insurance benefits for up to twelve months from the date the employee is unable to work; however, nothing in

this Section shall preclude the County from initiating a medical separation prior to twelve months if there is no expectation the employee can return to any County job. The County agrees to distribute a copy of the County's Transitional Duty for Employees with Temporary Medical Restrictions Policy (Executive Order #PER 22-6 (AEP), dated July 1, 2004), incorporated herein by reference, to each bargaining unit employee within thirty (30) days of the implementation of this Agreement. New bargaining unit employees will receive a copy upon hire.

7.11. Care for Family Members Use of Sick Leave (for absences not covered by Sections 7.9. or 7.10.). Employees eligible for sick leave shall be entitled to use and shall normally have approved sick leave for family care under these and similar circumstances.

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

2. For accompanying or transporting immediate family members to medical or dental appointments, providing the immediate family member is a minor child, is infirm, or cannot reasonably get to and from the appointment without the employee's aid.

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

4. Up to one (1) day of sick leave may be used by an employee for the purpose of being present at the birth of his/her child and on the day the child's mother is released from the hospital. Vacation or compensatory time off may be approved if additional time off is necessary.

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

6. For the purposes of this section, "immediate family" shall be construed to mean persons related to an employee by blood or marriage or legal adoption as follows: spouse or domestic partner, child of employee, employee's spouse or employee's domestic partner, grandmother, grandfather, grandchild, parent of the employee, brother, sister, and any persons for

whose financial or physical care the employee is principally responsible.

7. To the extent that applicable local, state, and federal laws provide more extensive benefits for use of sick leave for family care, the Union and the Employer agree that the applicable law shall prevail.

7.12. Time not charged against Sick Leave. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged against the employee's sick leave.

ARTICLE 8: MISCELLANEOUS LEAVES

8.1. Donation of Vacation and Sick Leave Hours.

A. Vacation Leave Hours. Any regular, or term-limited temporary employee who has completed at least one (1) year of service may donate to any other regular or term-limited temporary employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee.

1. Donated vacation hours shall be converted to a dollar value based upon the donor's straight time rate.

2. Vacation donations are strictly voluntary. Employees are prohibited from offering or receiving monetary or any other compensation in exchange for donating vacation hours. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

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

4. Donated vacation hours are excluded from vacation payoff provisions.

B. Sick Leave Hours. Any regular, probationary or term-limited temporary employee whose sick leave accrual balance exceeds one hundred (100) hours may donate to any other regular, probationary or term-limited employee a portion of his or her accrued sick leave upon written notice to the donating and receiving employees' department director(s). Sick leave hour donations are strictly voluntary. No employee may donate more than twenty-five (25) hours of his/her accrued sick

leave in a calendar year.

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

2. Employees are prohibited from offering or receiving monetary or any other compensation in exchange for donating sick leave hours.

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

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

8.2. Bereavement.

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

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

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

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

E. For the purposes of this subsection, "immediate family" shall be construed to mean persons related to an employee by blood or marriage or legal adoption as follows: spouse or domestic partner, child of employee, employee's spouse or employee's domestic partner, grandmother, grandfather, grandchild, parent of the employee, brother, sister, and any persons for whose financial or physical care the employee is principally responsible, son-in-law, daughter-in-law, father-in-law and mother-in-law, or an individual who stood in loco parentis to the employee, the employee's spouse or employee's domestic partner.

8.3. School Volunteer Leave. An employee eligible for sick leave accrual may use up to three (3) days of sick leave per year for the purpose of volunteering at the employee's children's school. The employee must obtain advance approval for such leave.

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

8.5. Jury Duty. If a regular, probationary employee or a temporary (including term-limited temporary) employee, including a seasonal worker, who is employed at least half (1/2) time is called for jury duty, then the employee will be entitled to regular pay for all work hours that the employee misses due to jury duty. The employee should deposit his or her jury duty fees, excluding mileage, with the Finance Division. Employees must contact their supervisor when dismissed from jury duty during regularly scheduled working hours and may be required to report back to work.

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

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

8.8. Leaves of Absence Without Pay. Employees may request a leave of absence without pay by presenting a written request to their immediate supervisor along with any supporting documentation. The decision to grant a leave of absence without pay shall be at the discretion of the County.

ARTICLE 9: WAGE RATES AND OVERTIME

9.1. Addendum A. Wage rates for the term of this Agreement will be in accordance with classifications and wage rates listed in Addendum A which is a part of this Agreement.

9.2. Steps. All regular and term-limited temporary employees who are not at Step 10 will

advance to the next higher step on the salary range on January 1 of each year of the Agreement. Regular employees employed as .67 FTEs who are not on Step 10 will receive a step increase on January 1, if working, or when they return to work status. Effective January 1, 2005, regular (including regular .67 FTEs) and term-limited temporary employees will progress through the assigned wage range at the rate of two (2) steps per year. In the event the employee is at Step 9 on December 31, he/she shall receive a one step increase on January 1 or when they return to active work status during the calendar year.

Effective January 1, 2005, regular employees will be hired in at step two (2) of the applicable salary range and progress two (2) steps every year thereafter.

Returning seasonal employees will be placed on the squared salary table at the step closest to what would have been their salary under the previous salary rate. Seasonal employees will be hired in at step 2 of the applicable salary range and progress two (2) steps every 2080 hours thereafter up to step 10.

9.3. Wage Adjustments.

The parties agree that compensation adjustment for 2015 shall be 2.0% and for 2016 shall be 2.25% pursuant to the June 27, 2014 Agreement between King County and the Coalition of King County Labor Unions (Coalition), dependent upon the adoption by ordinance. Also in accordance with the Agreement between King County and the Coalition, agreements for 2017 and future years may include changes and/or future reopeners on any or all compensation element(s) of this Agreement (including but not limited to pay premiums and paid leaves) pursuant to "total compensation" negotiations between King County and the King County Coalition of Unions.

9.4. Lead Worker. An employee designated in writing by the Section Manager/designee as "lead worker" shall receive a seven and a half percent (7.5%) premium in addition to the base wage for all time so assigned.

A. Parks Specialist II lead assignments will be established based on the following criteria:

1. Satellite office with multiple fulltime or seasonal employees (lead plus two or more)

2. Large special events

3. Weekends and weekdays without Parks District Maintenance Coordinator on duty (one lead only per district on any day)

4. No lead assignments during probationary period.

5. All prospective leads will satisfactorily complete Supervisor training prior to assignment.

6. As approved by the Section Manager, lead assignment may rotate among crew members of good standing and performance and provide seven day coverage at satellite offices. Example: if being coached for tardiness or work performance, an employee will not be considered for lead until six months after coaching has ended.

7. Lead assignments will be at the discretion of the Section Manager.

9.5. On-call. All employees required in writing by the Section Manager/designee to carry notification devices (pagers or "beepers", or cell phones) during their normally scheduled time off shall be compensated at the hourly rate of seventy-five cents ($0.75) for all time spent while so assigned.

9.6. Schedule Change. All hours worked by an employee required to work a special schedule or to change his/her shift, absent five (5) work days advance written notice as provided in, Section 10.3, shall be compensated as overtime at one and one-half (1-1/2) times the regular rate of pay; provided, however, in a case where snow removal, flood control, and/or sanding operations have been anticipated and "alert" or "standby" status advance warning has been given or in a case where a special schedule is needed to respond to conditions or circumstances beyond the control of the County, overtime pay shall not be required under this Section; provided further, an employee who voluntarily accepts a training opportunity with less than five (5) days notice of a schedule/shift change shall not be eligible for overtime under this Section.

9.7. Licenses and Certifications. Employees who are required to have hazardous materials handling, commercial drivers, boiler operator, pesticide, refrigeration, or other licenses or certificates, except driver's licenses, to perform their jobs, will be reimbursed for the cost of maintaining these documents, licenses or certificates.

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

9.9. FLSA Workweek. The workweek shall be as determined by the County to comply with Fair Labor Standards Act (FLSA) provisions.

9.10. Overtime Rate. Overtime shall be compensated for in cash at one and one-half (1-1/2) times the regular rate of pay except as provided in Section 9.12.

9.11. Authorization for Overtime. All overtime shall be authorized in advance by the Section Manager or his/her designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual crew unless required by the FLSA.

9.12. Compensatory Time Off.

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

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

C. A maximum of eighty (80) hours of compensatory time may be accumulated. Accrued compensatory time shall be expended within one (1) year from the date when it is earned, or it will be compensated for in cash at the regular rate of pay.

D. Notwithstanding Section 9.12.C above, compensatory time off shall be scheduled at a time that does not unduly disrupt the operations of the division.

9.13. Call Out.

A minimum of four (4) hours at overtime rate shall be allowed for each call out. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime rate.

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

9.15. Assignment of Overtime. Overtime will be assigned on a voluntary basis with the regular employees having first option to work such overtime. Special Event Staffing will be done in accordance with Section 10.3. Overtime shall be divided and rotated as equally as possible among those employees who desire to work overtime and who normally perform such work. If the County is unable to secure volunteers from among regular employees it reserves the right to assign overtime beginning with the least senior employee who is qualified to perform the work.

9.16. Definition of Hours Worked. For purposes of this Article "hours worked" means all compensated hours.

9.17. Supported Employment Program. If the County reclassifies any supported employees in the bargaining unit, the parties agree to negotiate the impacts.

9.18. Pesticide Application. Employees with approved pesticide certification directed by the Section Manager or Designee to mix or apply pesticides that require the employee to wear his/her Personal Protection Equipment will be paid an additional $1.00 per hour for performing these tasks.

9.19. Playground Specialist. Employees assigned to playground inspections who maintain the appropriate approved certification/licenses will be paid as a PDMC in accordance with King County Personnel Guidelines, 6.13.A. Pay for assignment to Special Duty for the hours actually worked conducting playground inspections.

ARTICLE 10: HOURS OF WORK-TRANSFERS-SPECIAL EVENTS-CAPITAL PROJECTS

10.1. Normal Workweek. The normal work week shall consist of five (5) consecutive work days not to exceed eight (8) hours each to be completed in a nine (9) hour period and not to exceed forty (40) hours per week; provided, that split shifts will not be scheduled except by consent of the employee; provided further, that employees will not be required to work both Saturday and Sunday, except in cases of emergency, unless Saturday and Sunday work is a part of a normal work schedule.

10.2. Alternative Work Arrangements.

A. Alternative and Flex Schedules. The County agrees in principle to the concept that alternative work schedules/flex time for individual employees should be considered and may be utilized if mutually agreed upon by the employee and the Section Manager. Requests for alternative work schedules/flex time submitted on the proper form will be considered and evaluated in terms of the best interests of both the County and the employee. The request will be acted on and returned to the requesting employee. All alternative schedules shall be reduced to writing with copies to the Union and the County.

B. Work from Home. Telecommuting must be approved in advance by the Section Manager, PM IV, or Supervisor III.

10.3. Multiple Shifts. Should it become necessary to schedule employees for shifts extending beyond 6:00 p.m., the shift(s) will be offered to volunteers. If the County is unable to secure volunteers, the shift(s) will be assigned to the employees in the district with the least seniority.

10.4. "Utility Worker" Schedule. When merging the former Utility Worker and Maintenance Specialist II into the Parks Specialist II class specification, the parties agree to retain the existing Utility Worker schedule of a forty (40) hour, Monday through Friday, workweek.

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

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

10.5. Special Schedules. The supervisors and lead workers may change the scheduled hours and provide special schedules for special operations such as snow removal, flood control and sanding operations, and other special schedules such as watchmen or other personnel on special activities; provided, however, special clothing and special equipment will be made available for special operations.

10.6. Notice for Special Schedules or Shift Change. Normally, at least five (5) working

days advance notice shall be given the employee prior to the commencement of a special schedule or shift change, except in the case where snow removal, flood control and sanding operations may be anticipated, in which case an "alert" or "stand-by" status advance warning is sufficient.

A. An employee who works performing tasks considered "special operations" as defined above will have such experience recognized by a letter placed in the personnel file of the employee with a copy to the employee. Shift changes shall not be used to circumvent overtime pay.

10.7. Shift Start for Operating Engineers. Schedule for Operating Engineers shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for any hours worked prior to 5:00 a.m. unless the earlier starting time has been requested for the convenience of the employee and approved by the Section Manager or if mutually agreed upon by the employee and Section Manager in which case no premium rate shall be paid for hours worked before 5:00 a.m.

A. Cleaning schedules shall be established by the Section Manager in consultation with the Operating Engineer(s) assigned to the pool.

10.8. Safety Meetings. Where regular safety meetings are conducted, employees will be released from work with pay to attend.

10.9. Definition of Hours Worked. For purposes of this Article, "hours worked" shall mean all compensated hours.

10.10. Promotions. Promotions shall be made in accordance with the Personnel Guidelines. Any regular employee who is promoted within the County and does not successfully complete the probationary period may elect to return to his/her former bargaining unit classification within six (6) months. If there is a vacant position within the classification, the employee electing to return must accept the vacant position. If no vacancy exists, the employee may bump the least senior FTE in his/her former classification. This provision shall not preclude the employee from utilizing his/her seniority rights to transfer to another position in the next transfer process.

10.11. Transfers. Prior to the initiation of any competitive process to fill a vacant bargaining unit position, any member of the bargaining unit holding the same classification as that of the vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Transfer requests made by employees who have been disciplined in the previous six (6) months are subject to

management approval. The employee must be notified in writing at the time of discipline that transfer requests are subject to management approval.

Such lateral transfers shall be accomplished in the following manner.

A. Transfer opportunities shall be widely announced to bargaining unit employees via email and posted by PDMCs at all work sites at least fourteen (14) calendar days in advance of the selection. Transfer opportunities also will be discussed at LMC meetings.

B. Following the closing date of the announcement, management and at least one (1) union representative shall meet to review the transfer requests received and determine the placement of applicants on the basis of classification seniority.

C. Selection qualifications may be added to a position announcement upon mutual agreement of management and the union, where the unique characteristics of a vacant position would justify such selective qualification requirements. Exceptions to seniority may be made in cases where a transfer applicant does not meet the minimum requirements for the vacant position.

D. The winning bidder(s) shall be advised in writing of their selected position within five (5) working non-holiday days of selection. A revised organizational chart shall be distributed to all employees via e-mail, and shall be posted at all shops.

E. Although employees in a probationary status are not entitled to transfer, Management will consider transfer requests from probationary employees on a case by case basis. Where applicable, probationary employees being displaced as a result of Division reorganization or reduction in force may submit transfer requests.

10.12. Special Events Staffing.

A. In an effort to limit costs, these principles will guide the staffing plan for special event(s). For purposes of this Section, special events are defined as those having an event producer/sponsor and having a site plan for the special event. The King County Fair is specifically excluded. District refers to any district, business unit, aquatics facility or other such organizational structure within which a special event occurs for which this procedure applies.

1. District staff will not be displaced.

2. Adequate supervision of people will be supplied by Parks staff.

3. Parks staff or other adequately trained people will perform critical functions such as traffic control or aquatic facility set-up.

4. There are certain key functions which need to be performed by Parks staff or other adequately trained people. These include, but are not limited to, supervision of facilities maintenance, traffic control at critical inter-sections, aquatic facility set-up, oversight of parking and maintenance and relief for these functions.

5. Overtime will be offered first to regular Parks district employees before being offered to Parks district's seasonal employees.

6. Overtime for Parks staff from outside of the district will be offered first to regular employees before being offered to seasonal employees and will be scheduled according to the staffing plan. A seniority wheel shall be established by the LMC on an annual basis for employees from outside the district for purposes of this sub-section.

a. Work offered to Parks employees outside of the district the event is being held will be offered to Parks staff who are qualified to perform the work.

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

B. The following steps will be followed when an event producer/sponsor uses its people to assist Parks employees with litter/garbage control at special events.

1. The event producer/sponsor will submit a detailed plan to the site PDMC within thirty calendar (30) days of the event. The plan will define how its people will be utilized, the number of people the event producer/sponsor will supply and the number of hours they will work in a shift.

2. The PDMC shall develop a staffing plan.

3. The site PDMC will submit to the Section Manager the staffing and the cost of providing extra coverage and will coordinate with the recreation section to prevent scheduling conflicts.

4. Available regular Parks employees can be pulled from other districts to

work special events if the event producer/sponsor people fail to show up. Regular Parks employees will be given a five (5) day notice before each event that a change in work site may be necessary.

C. Should an event producer/sponsor request the use of non-paid volunteer staff, the following will occur.

1. A written plan shall be provided to the PDMC/aquatics staff in charge of the event location.

2. The number of Parks staff necessary to work the event will be identified by the PDMC/aquatics staff.

3. The number of positions will be identified by the PDMC/aquatics staff and provided to the event producer/sponsor.

4. The event producer/sponsor will provide a list of volunteers to the PDMC at least fourteen calendar (14) days in advance and arrange for them to attend orientation and training session(s).

5. Following the orientation, the PDMC/aquatics staff will determine if they are acceptable and qualified to perform the work.

6. The PDMC/aquatics staff may request the Section Manager to assign additional Parks staff to the event.

D. For events at aquatics facilities, a site plan will be prepared with the event host prior to the event covering the necessary pool, deck, media set-up and room set-up as well as required equipment, etc.

E. Should there be a conflict between the County and the Union regarding an event, appropriate Management and Union representatives will meet as soon as possible to resolve the conflict.

10.13. Capital Projects: The parties agree that the bargaining unit employees will get the first opportunity to perform small capital project work that is within the scope of the bargaining unit's historical work. Small capital projects are defined by law.

A. Bargaining unit employees assigned to small capital project work will receive training, if necessary, including required certifications and licenses, to perform the work. In the event

that an employee is not qualified to perform the work, but another employee is qualified to do the work, the employee that is qualified will be assigned to the project.

B. The parties agree to identify work in large Parks Division capital projects that are within the scope of the bargaining unit's historical work that will be assigned to bargaining unit employees; provided, the work can be performed within time constraints and budget.

C. If the parties determine the bargaining unit is unable to perform the work within the time constraints and budget, the parties agree the County can contract the work. Provided further, the project work is assigned as regular work and the assignment of the work does not adversely affect the regular maintenance work of the bargaining unit unless it is necessary to accomplish the terms of Section 14.12.

D. PDMCs or OEs will provide the oversight of bargaining unit employees assigned to CIP projects within their work units.

E. The Labor-Management Committee, or sub-committee thereof, will address and resolve issues arising with small capital projects.

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE

11.1. The County shall maintain the current level of benefits under its medical, dental, vision and life insurance programs during the life of this Agreement subject to modification by the Joint Labor-Management Insurance Committee (JLMIC) as provided in Section 11.3.

11.2. The JLMIC shall be comprised of representatives from the County and the King County Labor Coalition whose function shall be to review, study, and make recommendations relative to existing medical, dental, and life insurance programs.

11.3. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the JLMIC.

11.4. Regular, probationary and term-limited temporary employees are eligible for benefits under this Article.

ARTICLE 12: MISCELLANEOUS

12.1. Mileage Reimbursement. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by the County Council.

12.2. Classification Specifications. The County shall furnish the Union with classification specifications for all classifications in the bargaining unit on written request. The County will notify the Union of proposed revisions to the classification specifications and the County and the Union shall meet to review the proposed revisions prior to implementation upon written request of the Union.

12.3. Job Descriptions. The Parks Division shall furnish the Union with job descriptions describing the function, scope and complexity of specific positions and the knowledge, abilities and qualifications for the positions.

12.4. Uniforms. Uniforms and their replacement, excluding maintenance, the County requires employees to wear while on duty shall be paid for by the County. A division-wide employee committee shall be convened to review and revise the Parks uniform policy, as appropriate. The employee committee shall develop recommendations for uniform attire, within established funding allocations. The uniform policy and any subsequent changes thereto which affect bargaining unit members must be approved by the Labor-Management Committee. In the event agreement is not reached on a division-wide uniform policy, the Union and management may consider implementing a uniform policy for bargaining unit members.

12.5. Protective Clothing. The County will continue to provide protective clothing, rubber boots and hip waders, and accessories in accordance with current bargaining unit practice. For benefited employees required to wear appropriate safety footwear the County will reimburse up to a total of one hundred and twenty five ($125) dollars, per calendar year, per employee. Employees will be responsible to purchase the required footwear, and submit an Expense Claim Form and receipt. It is understood by the parties that rubber boots and waders are not a substitute for appropriate safety footwear.

12.6. Training. The County recognizes the mutual benefit to be attained by affording training opportunities to employees relating to their job duties and shall provide information and access to training opportunities, within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and motivating employees to enhance their personal capabilities in performance of their jobs. All employees shall have equal

access to training. The County may provide employees release time to attend training programs that will be beneficial to their job performance. Notice of all such training opportunities which management deems appropriate will be made available to all employees in writing. If the County requires attendance at such training programs, the County will pay the expenses incurred.

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

12.8. Meet and Confer. Matters of common concern to the parties will be the subject of a meet and confer discussion upon request of either Section Manager or Union Representative. Such meetings will be scheduled at the mutual convenience of both parties.

12.9. Labor-Management Committee (LMC). LMC meetings will be held on at least a quarterly basis. The purpose will be to deal jointly with issues and to maintain and improve labor-management relations. The LMC does not have the authority to hear active grievances or circumvent the grievance process contained within this Agreement. Further, the LMC is authorized to bargain pursuant to a specific provision contained in this Agreement, or upon agreement by the parties' authorized bargaining agents who shall be present when bargaining. LMC meeting agendas and minutes from the prior meeting shall be distributed to LMC members at least three (3) working days in advance of the meeting. The jointly approved minutes shall stand as the official record of actions and decisions made by the LMC, utilizing the format shown in Addendum B. Agenda items shall be submitted by both Union and the County and shall be limited to items of a group, rather than an individual, interest and concern.

12.10. Union Notification. When a significant change in work processes or methods is contemplated, the Union will be notified in writing. Except in emergencies, changes in work processes must be discussed at the LMC before they are implemented.

12.11. Bus Passes. Regular and Term-Limited Temporary employees are eligible for a bus pass and other benefits of the King County Employee Transportation Program.

12.12. Performance Feedback System. The Parks Division intends to develop a

performance feedback system in an effort to promote open and constructive two-way communication and to promote employee growth and development. Local 925 shall appoint representatives to serve on a division-wide committee to develop the performance feedback system. The performance feedback system and details of implementation must be approved by the LMC.

12.13. Transitional Duty Policy The parties agree that orientation about the transitional duty policy will be provided to all bargaining unit employees during an already scheduled meeting within six (6) months of implementation of this Agreement.

ARTICLE 13: DISPUTE RESOLUTION PROCEDURES

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

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

13.3. Definitions.

A. Grievance - An alleged violation of the employee's rights, benefits or conditions of employment as contained in this Agreement.

B. Institutional Grievance - A violation alleged by the Union or the County related to interpretation or application of this contract.

13.4. Procedure.

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

B. Step 2. If a grievance cannot be resolved at Step 1, the matter may be referred to the Division Director for resolution. To be considered timely, this referral must occur within fourteen (14) calendar days of the denial of the grievance at Step 1. The referral shall be in writing from the Union and shall describe the specific event(s) giving rise to the grievance, the Section(s) of the Agreement allegedly violated, and the remedy sought.

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

2. If the Union representative, the employee, and the Division Director are unable to reach agreement resolving the grievance, the decision of the Division Director shall be presented to the employee and the Union in writing within fourteen (14) calendar days of the Step 2 meeting.

C. Step 3. The Union shall have fourteen (14) calendar days from the issuance of the Step 2 response to advance the grievance to Step 3, otherwise the grievance shall be presumed to be resolved. The Union's request to advance the grievance to Step 3 must be made in writing to the Director of the Office of Labor Relations, copying the issuer of the Step 2 response and the Labor Negotiator. The Union or its representative must sign the grievant's request to advance a grievance to Step 3.

The Office of Labor Relations Director or designee will schedule a meeting with the Union representative and employee within thirty (30) calendar days of the referral to Step 3. The Office of Labor Relations Director or designee shall issue a written decision within fourteen (14) calendar days of the Step 3 meeting. If the matter is not resolved, the Labor Negotiator will be the Union's contact thereafter in this process.

D. Step 4. Any grievance not resolved at Step 3 may be submitted to arbitration. Any such submittal must occur within thirty (30) calendar days of the Step 3 decision and must specify the exact question to be arbitrated or the grievance shall be presumed resolved.

13.5. Arbitration Procedure. Should arbitration be necessary either after an attempt to mediate the grievance or directly after Step 3, the parties shall select a third disinterested party to serve as arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one (1) name remains. The party to strike first will be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

13.6. Alternative Dispute Resolution (ADR) Procedures.

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

B. Grievance. After a grievance is initially filed, the following ADR process may be followed, with mutual consent of the Union and the division. This process will not exceed ten (10) days:

1. A meeting will be arranged by the Union representative, division management representative and the Labor Negotiator (or their designees) to attempt to resolve the matter.

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

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

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

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

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

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

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

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

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

which will be the Union's contact for the employer thereafter in this process.

B. If arbitration is invoked, the arbitration procedures set forth in Section 13.5 shall apply.

13.8. No Right to Strike or Lockout. There shall be no strikes, cessation of work or lockout while disputes are being resolved or during arbitration.

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

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

13.11. Temporaries. Seasonals, temporary and term-limited temporary employees shall have no right to grieve their discipline and discharge. Grievances brought by seasonals, temporary and term-limited temporary employees involving issues other than discharge may be processed in accordance with this Article.

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

13.13. Step for Filing of Grievance. A grievance may be filed at any step that is mutually agreed upon in writing by the County and the Union.

13.14. Waiver of Grievance Steps. The Union and County may agree in writing to waive any of the above steps.

ARTICLE 14: REDUCTION IN FORCE (RIF) AND RE-HIRE

14.1. Layoff. The County and the Union recognize the value of well trained and qualified employees and agree that other employment options should be explored prior to laying off a regular employee. In addition, the County and the Union recognize the value of two-way communication in facilitating workforce transitions as a result of lay-offs. The following process is established to assure that communication and exploration of alternatives to lay-off are achieved.

Step 1. At the time division management proposes a facility closure, transfer of facility ownership, service reductions, budget reductions or other actions which could result in employee lay-offs within this bargaining unit, division management shall make this information, as well as information about the reasons for the proposed or actual action, the likely time frame within which such action will occur, and the extent of the impact on the workforce, available to the LMC as soon as practical.

Step 2. The LMC shall be convened specifically to discuss the proposed layoffs and recommend alternatives, including but not limited to employee re-training for other vacant positions, and transfer to vacant positions.

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

14.3. Layoff by Classification. Employees laid-off shall be laid-off according to seniority within their classification. In the event that an employee is unable to bump under this provision, s/he may elect to bump as provided under Section 14.6, or accept the layoff.

14.4. Bumping in Classification Series. Employees scheduled to be laid-off may exercise their right to bump employees in a lower paid classification series within this bargaining unit, provided that the employee has performed and is still qualified to perform the duties of the lower paid

classification, and the employee has more classification seniority than the employee being bumped. Such action shall take place prior to the date the layoff is to be effective.

14.5. Position Moving. If a bargaining unit position is eliminated or is moved from one business area/unit to another business area/unit, the employee who held that position can move with the position, move into another vacant position within his/her classification, or bump a less senior employee in the classification. The LMC may develop and modify when necessary a process for administering this provision.

14.6. Bumping.

A. Employees scheduled for layoff under Sections 14.3 and/or 14.4 and employees whose positions have been moved under Section 14.5 will be notified of the pending action and are considered at risk. Employees who are less senior than the at-risk employee will also be notified.

B. The County and Union shall jointly implement a bump/transfer process at a centralized location. Employees will be given fourteen (14) calendar days notice of any bump/transfer process and may participate in person, by telephone, or by proxy. If applicable, a transfer process per Section 10.11 may occur in conjunction with the bumping process. The combined bumping/transfer process will be based on classification seniority.

14.7. Supported Employment. Employees who are classified as PSI or Park Aide and are in the Supported Employment Program cannot bump or be bumped under the terms of this Article. Issues concerning the lay off of employees in the Supported Employment Program, if any, will be resolved by the LMC.

14.8. Additional Placement Opportunities. Regular employees laid-off shall be referred to other positions within the County in accordance with the Personnel Guidelines and applicable policies.

14.9. Recall. Regular employees laid-off shall be recalled in the inverse order of classification seniority. Recall provisions are provided under the terms of the Personnel Guidelines, unless limited by this Section. In the event that the employee is laid-off from more than one position, s/he shall have recall rights for each position as provided under this Section.

14.10. Non-Promotion on Layoff. Except in cases where an employee has previously been

laid-off from a higher paid classification and is eligible for recall in that classification, no employee shall be recalled to employment in a classification with a higher pay range than the pay range of the classification held at the time of layoff. In the event the classification from which the employee was laid off moves to a higher pay range, the employee will continue to have recall rights to that classification or to any new classification which includes the classification held at the time of layoff.

14.11. Probation. Employees who elect to bump as provided herein or are recalled will not have to serve a probationary period in the classification provided the employee has already successfully passed probation in said classification.

14.12. Staffing Levels. The County agrees to retain at least 72 regular bargaining unit FTEs through December 31, 2019; provided, there are sufficient levy funds and $ 4.1 million in business revenue is earned each year of the Agreement.

A. In the event business revenue is not met, the FTEs may be reduced. In no case during the term of the Agreement (expiring December 31, 2019) will the FTE level be reduced below 59 regular 12-month full-time bargaining unit FTEs. In the event no successor agreement is reached by December 31, 2019, but there are sufficient new levy funds and $4.1 million in business revenues is being earned in 2020, the 72 regular bargaining unit FTEs will be retained until December 31, 2020, or a successor agreement is reached, whichever occurs first.

14.13. Supported Employment. Employees who are classified as PSI or Park Aide and are in the Supported Employment Program cannot bump or be bumped under the terms of this Article. Issues concerning the lay off of employees in the Supported Employment Program, if any, will be resolved by the LMC.

Ida Koraic
10/29/15 3:57

ARTICLE 15: SENIORITY

15.1. Definitions. Seniority shall be defined as follows:

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

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

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

15.2. Seniority Upon Promotion. A regular employee in the bargaining unit who is promoted to another classification within the bargaining unit shall continue to accrue seniority in the classification from which he/she was promoted.

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

15.4. Seniority List. The seniority list for all Parks Maintenance classifications will be one combined list from the date of hire into a bargaining unit position in the Parks Maintenance Section.

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

ARTICLE 16: GENERAL PROVISIONS

16.1. Equal Employment Opportunity. The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, sexual orientation, marital status, age, sex, ancestry, veteran's status, or the presence of a sensory, mental, or physical disability.

16.2. Savings Clause. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a

court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

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

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

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

1. Discharge.

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

16.4. Waiver Clause. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a

proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 17: CONTRACTING OUT

17.1. Contracting. The County agrees not to contract out or assign to another agency or individual the work normally performed by members of the bargaining unit if the contracting out or assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining unit. The County agrees to inform the Union of any contracting out under this Section.

A. The County agrees that no bargaining unit FTEs will be reduced or eliminated as a result of implementing a Capital Partnership Grant (CPG) or other form of partnership agreement.

B. The Parks/Local 925 LMC shall be advised when a CPG or other form of partnership agreement is officially submitted to the County. The LMC will be briefed, and input sought, regarding the activities envisioned in the agreements with outside parties.

C. The Parks/Local 925 LMC will work collaboratively on the development of templates for agreements with other parties, and will jointly review and resolve issues. In the event agreement cannot be reached, the parties shall seek mediation assistance at the earliest availability.

D. At the earliest opportunity, the appropriate Local 925 bargaining unit employee(s) shall be involved in the coordination and implementation of the operations, maintenance, installation, and development of Parks' property and/or facilities by other parties, which fall appropriately within the scope of the bargaining unit work.

E. The parties will review and/or develop as needed site/project specific descriptions of tasks/duties of other parties.

F. If a CPG or other partnership agreement permits the other party to subcontract maintenance and/or operations services with a public agency, the CPG or partnership agreement shall specify that King County Parks is the sole source to provide such services.

G. When new or renewed agreements permits the other party to subcontract maintenance and/or operation services with private sector vendors, the CPG or partnership agreement

shall specify that King County Parks is entitled to compete in the bidding. The County will establish a burden rate for the purpose of bidding that includes the costs of wage rates, insured benefits, paid leaves, supplies and materials, equipment, and the Division administrative and management costs up through the Division level.

H. Donations to Parks (*e.g.* property, equipment, vehicles, volunteer time) must be disclosed to the Parks/Local 925 Labor-Management Committee (LMC) on a timely basis. The LMC shall review this information and make recommendations on proper siting, installation, maintenance, etc.

I. When the Parks/Local 925 LMC reviews volunteer agreements, they shall jointly develop plans to direct, train and supervise volunteers.

J. PDMCs, Playground Specialist, Custodial Lead or OEs IIIs will provide the oversight of bargaining unit employees assigned to CPG projects within their work units.

ARTICLE 18: EMPLOYEE RIGHTS

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

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

18.3. Just Cause. No regular employee shall be disciplined or discharged without just cause. Disciplinary action shall normally be taken within fourteen (14) calendar days of the County's knowledge of the alleged violation or such action will be null and void; provided, if the circumstances surrounding the alleged violation are such that the County could not complete the necessary investigation and take disciplinary action within fourteen (14) calendar days of the alleged violation, the disciplinary action shall be taken within fourteen (14) calendar days of the conclusion of the investigation or such action will be null and void. All investigations related to disciplinary matters will be conducted in a timely manner. For purposes of this Section "County" shall mean the first level of supervision outside of the bargaining unit. An employee will be informed as soon as

practicable when an investigation has been initiated concerning him/her.

18.4. Personnel File. Official personnel files shall be securely maintained in a central location. Employees and/or representatives may examine the employee's personnel file(s) if the employee so authorizes in writing and are entitled to copies of the content upon request. Unauthorized persons shall not have access to employee files or other personal data relating to their employment. Negative performance/behavior-related materials to be inserted into the personnel file shall by reviewed by the employee prior to insertion; the employee shall first sign the material only to verify knowledge of the material being placed in the file, not to agree with its contents. Letters of expectation shall not be included in the employee's personnel file. Employees may add a rebuttal statement to any disputed item(s) contained in the file, which shall be attached to the document(s) in question and retained in the file. The employee may challenge the propriety of including such material in the file(s) and if successful in that challenge, the material will be removed. An employee may request, after a minimum of two years, to have records of disciplinary actions removed from the employee's personnel file. The employee may submit a written reason as to why the record should be removed or may request a meeting with the Human Resources Manager or Section Manager to present a reason why the record should be removed. If the employee requests a meeting, King County will meet with the employee within thirty (30) days of his/her request. Employees may only request to have his/her discipline removed once per incident. The County will respond with a decision within 30 days either in writing or verbally. The County will consider the request if no related violations have occurred since the disciplinary action was issued. Employees may request that documentation that reflects favorably on the employee's conduct or work quality be included in the employee's personnel file.

18.5. Safety.

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

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

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

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

18.6. Reclassifications. Reclassification requests (position description questionnaires) submitted to supervisors shall be submitted using the New Employee-Initiated Reclassification Process.

18.7. Drug Policy. The Executive Order #PER 15-2-1 (AEP), dated January 6, 2014, Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy for Employees Occupying Non-Safety-Sensitive Positions" and Executive Order #PER 15-2-2 (AEP), dates March 14, 2012, "Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy for Employees Occupying Safety Sensitive Positions" (hereinafter called "Drug and Alcohol Policies"), as amended, is incorporated herein by reference, with the following modifications or additions.

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

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

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

program.

D. Within thirty (30) days of the implementation of this Agreement, a copy of the Drug and Alcohol Policy will be distributed to each bargaining unit employee. Thereafter, a copy of the Drug and Alcohol Policy will be distributed to each new bargaining unit employee upon hire.

ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION

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

19.2. After forty-five (45) calendar days of work performed in accordance with Section 19.1, a meeting may be requested by the Union. The purpose of the meeting would be to review the circumstances and to discuss the need to fill the position vacated by the employee working out of classification and the strategy for filling the position, which the employee is currently assigned in an acting capacity, or implement the recall process if applicable.

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

1. Time limited or project specific workload;
2. Seasonal work;
3. Cyclical work;
4. Backfill vacancies during selection process;
5. Backfill vacancies that may be target for elimination;
6. Backfill vacancies due to leaves of absence;
7. Backfill vacancies during dispute resolution.

19.4. Employees in a training capacity may be assigned work normally performed by a higher classification, except they will not be placed in a training capacity to circumvent the intent of Section 19.1, hereof.

A. An employee assigned to a training capacity shall be under the supervision and guidance of his/her immediate supervisor and shall not be in the training position for more than ten

(10) consecutive, regular working days.

19.5. Employees shall not be held accountable while performing work unrelated to the concept of their class specification except as provided in Section 19.1.

19.6. Arborist Duties. When a Parks Specialist II is assigned to work as a certified arborist, he/she will be paid at the Parks District Maintenance Coordinator rate of pay for all time doing such work.

ARTICLE 20: UNION REPRESENTATION

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

20.2. Membership Access. Authorized representatives of the Union may have reasonable access to its members in County facilities for transmittal of information or representation purposes before work and during lunch breaks or other regular breaks as long as the work of the County employees and services to the public are unimpaired. Prior to contacting members in County facilities, such authorized agents shall make arrangements with the Division Director/designee and the Human Resources Division.

20.3. Stewards. The Union shall have the right to appoint stewards under the terms of this Agreement. The maximum number of stewards appointed shall be as follows:

1. Parks - four (4)
2. Aquatics Division - one (1)

The Union shall furnish the County with the names of stewards so appointed. The steward shall see that the provisions of this Agreement are observed, and s/he shall be allowed a reasonable time to investigate grievances during regular working hours.

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

20.5. Bulletin Boards. The County agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other Union material, provided there is sufficient space beyond what is required by the County for "normal" operations. If sufficient space is not available on County boards or in areas where County boards are not available, the Union may provide one (1) with location of same to be determined through mutual agreement of the Union and the County.

20.6. Email Access. Authorized Union stewards, negotiating team and LMC members may use e-mail system for contract administration purposes, provided that this provision is consistent with other County policies and does not interfere with County business.

ARTICLE 21: DURATION

21.1. Duration. This Agreement shall be in effect when ratified by the parties, and covers the period January 1, 2014 through December 31, 2019.

21.2. Notice to Bargain. Contract negotiations for the period beginning January 1, 2020 may be initiated by either party providing to the other written notice of its intention to do so no later than June 30, 2019. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this 14 day of SEPTEMBER 2015.

By: Dow Constantine

King County Executive

Union:

Ida Kovacic
Service Employees International Union, Local 925

Irene Chaney
Irene Chaney
Member Negotiating Team

Gary Brown
Gary Brown
Member Negotiating Team

Rick Powelson
Rick Powelson
Member Negotiating Team

ADDENDUM A

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

AND

KING COUNTY

Job Class Code	PeopleSoft Job Class Code	Class Title	Range
9101100	912104	Custodian	30
9101102	912105	Custodian - Floor Care	31
9101300	912305	Custodian - Lead	34*
2211100	221502	Inventory Purchasing Specialist I	42
2211200	221603	Inventory Purchasing Specialist II	46
2211300	221702	Inventory Purchasing Specialist III	49
8502100	853101	Operating Engineer I	45
8502200	853302	Operating Engineer II	50
8502300	853402	Operating Engineer III	54
9204100	925101	Park Aide	23
9328100	932802	Parking Attendant	31
9412100	941202	Parking Specialist	42
9201100	922102	Parks Specialist I	35
9201200	922202	Parks Specialist II	43
9201400	922402	Parks District Maintenance Coordinator	54
9201500	922501	Parks Specialist - Lead	46
9441100	944202	Playground Specialist	45
All salary ranges are the King County Squared Table Salary Schedule.			
*Pursuant to Personnel Board Decision PB-114, Mediation decision of classification Appeal on behalf of Irene Chaney (10/22/09), and Memorandum of Agreement (010&012VR0109), as long as Ms. Chaney is employed in the "Custodian - Lead" position at the King County Aquatic Center, her salary wage will be Range 37 on the County's Squared Salary table. (Job Class Code: 9101310 / PeopleSoft Job Class Code: 912303)			

Ida Koraira 10/29/15 3:51pm

ADDENDUM B

SEIU LOCAL 925 AND KING COUNTY PARKS DIVISION LABOR MANAGEMENT COMMITTEE MINUTES

Meeting Date _____

Issue + Reason for Raising	Pertinent Discussion	Action-Decision	Party Responsible	Completion Date