

ORDINANCE NO. **12528**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Service Employees International Union, Local 6, representing employees in the departments of Construction & Facilities Management, Natural Resources, Parks & Cultural Resources; and establishing the effective date of said Agreement.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Service Employees International Union, Local 6, representing employees in the departments of Construction & Facilities Management, Natural Resources, Parks & Cultural Resources and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. Terms and conditions of said agreement shall be effective from August 15, 1996, through and including August 14, 1999.

INTRODUCED AND READ for the first time this 12th day of November, 19 96.

PASSED by a vote of 13 to 0 this 25th day of November, 19 96.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

[Signature]
Chair

ATTEST:

[Signature]
Clerk of the Council

APPROVED this 5th day of December, 19 96.

[Signature]
King County Executive

Attachment:
Collective Bargaining Agreement

1 2528

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6

AND KING COUNTY

AGREEMENT BETWEEN

ARTICLE 1: PURPOSE.....1

ARTICLE 2: EMPLOYEE CATEGORIES3

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP6

ARTICLE 4: RIGHTS OF MANAGEMENT8

ARTICLE 5: HOLIDAYS.....9

ARTICLE 6: VACATIONS.....11

ARTICLE 7: SICK LEAVE.....19

ARTICLE 8: WAGE RATES24

ARTICLE 9: HOURS OF WORK26

ARTICLE 10: OVERTIME31

ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE.....33

ARTICLE 12: MISCELLANEOUS.....34

ARTICLE 13: DISPUTE RESOLUTION PROCEDURES.....39

ARTICLE 14: REDUCTION IN FORCE AND RE-HIRE.....44

ARTICLE 15: SENIORITY.....49

ARTICLE 16: EQUAL EMPLOYMENT OPPORTUNITY.....50

ARTICLE 17: SAVINGS CLAUSE.....51

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION.....52

ARTICLE 19: WAIVER CLAUSE.....53

ARTICLE 20: EMPLOYEE RIGHTS.....54

ARTICLE 21: WORK OUTSIDE OF CLASSIFICATION.....56

ARTICLE 22: UNION REPRESENTATION.....58

ARTICLE 23: DURATION.....60

ADDENDUM A: WAGES.....61

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 AGREEMENT BETWEEN
2 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 6
3 AND KING COUNTY
4

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

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

9 **ARTICLE 1: PURPOSE**

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

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

- 23 1. Promote better management-employee relations;
- 24 2. Fair and equitable;
- 25 3. Enhances the partnership between union and management;
- 26 4. Understandable by everyone;
- 27 5. Ratifiable;
- 28 6. Enforceable;

28
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

7. Economically feasible;

8. Legal; and

9. Promotes efficient and effective public service.

1 2528

1 **ARTICLE 2: EMPLOYEE CATEGORIES**

2 **Section 1. Definitions.**

3 A. Regular full-time Employee. An individual employed in a position established in the
4 County budget as an authorized FTE and which will require at least 26 weeks of service per year with
5 a work schedule of not less than thirty-five (35) hours per week or of not less than forty (40) hours
6 per week in those work units in which a forty-hour work week is standard. Regular full-time
7 employees are career service employees who are not on probation as described in Personnel
8 Guidelines 16.40,

9 B. Regular Part-time Employee. An individual employed in a position established in the
10 County budget which requires at least twenty-six weeks of service per year at the work schedule
11 established for the position (or would have required twenty-six weeks of service per year at the work
12 schedule established for the position had the position been established on January 1) and which has
13 an established work schedule of less than 35 hours per week, or of less than 40 hours per week in
14 those work units where a 40-hour week is standard, but at least half time. Regular part-time
15 employees are career service employees who are not on probation as described in Personnel
16 Guidelines 16.40.

17 C. Temporary Employee. An individual employed in a position which is not a position
18 established in the County budget as an authorized FTE and which:

19 1. Will require less than twenty-six weeks of service per year at the work schedule
20 established for the position (or would have required less than twenty-six weeks of service per year at
21 the work schedule established for the position had the position been established on January 1); or

22 2. Will require more than twenty-six weeks of service within a two year period and is
23 budgeted as extra help due to the short-term project nature of work assigned. A temporary employee
24 may be either a full-time or a part-time employee.

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

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

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

2. Will require less than twenty-six weeks of service per year at the work schedule

established for the position; and

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

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

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

provided by State Law.

E. Lead Worker. In addition to performing the regular duties of the assigned classification,

the Lead worker has responsibility for regularly assigning, scheduling or reviewing work, reporting

problems to the supervisor, or providing guidance and training to others in the assigned work unit.

Duties of the Lead do not include hiring, firing, disciplining or evaluating performance of others in

the work unit.

Section 2. 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 career service employees.

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

Work that is:

• seasonal or cyclical in nature

• time-limited and/or 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 these principles, the County will develop and maintain staffing plans that

define the work being assigned to regular full-time or regular part-time career service and temporary

or part-time employees.

12528

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

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

11 Section 5. If a full-time regular position is established for only a partial year with the intent
12 of maintaining that position for more than one year with full-time work for less than 12 months
13 during the year, the effects will be bargained. In this case, the bargaining unit wide LMC shall
14 develop a recommendation to the bargaining team. Both the LMC and the bargaining team will use
15 an interest based method for this discussion and negotiation.

16
17
18
19
20
21
22
23
24
25
26
27
28

12528

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

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

Section 2. 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. 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 day following the beginning of such employment, become and remain members in good standing in the Union.

Provided, however, that nothing contained in this section shall require an employee to join the Union who can substantiate membership in a church or religious body that, through bona fide religious tenets or teachings, prohibits the payment of dues or initiation fees to union organizations,

in which case the employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the dues and

initiation fee. The employee shall furnish written proof that such payment has been made. Section 3. 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.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

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

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

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

23 The County agrees to inform the Union of any contracting out under this section.

24
25
26
27
28

12528

ARTICLE 4: RIGHTS OF MANAGEMENT

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 suspend or terminate (for just cause),

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.

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. If no work exists, the

County must notify the employee at least two (2) hours prior to the beginning of the normal shift or a

four (4) hour minimum pay will prevail.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 5: HOLIDAYS**

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

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

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

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

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

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

| 22 | Scheduled | Pro-rated Hours of | Holiday Compensation |
|----|-----------|--------------------|----------------------|
| 23 | Hours per | Annual Holiday | for Each of the 12 |
| 24 | Week | Earnings | Holidays |
| 25 | 35.0 | 84.0 | 7.0 hours |
| 26 | 40.0 | 96.0 | 8.0 hours |

27
 28

12528

1 An employee must be in a pay status either the employee's scheduled working day before or

2 the employee's scheduled working day after a holiday in order to receive holiday pay. An employee

3 leaving County employment the day prior to the holiday shall not receive holiday pay.

4 Each employee shall receive two (2) additional personal holidays; provided that no employee

5 shall be granted more than 96 hours of holiday time in a calendar year. These days shall be

6 administered through the vacation plan. One (1) day will be added to each employee's vacation

7 accrual on the first day of October and the first day of November of each year. Employees will be

8 able to use these days in the same manner as they use vacation days earned.

9 If an employee's regularly scheduled work hours exceed the number of holiday hours earned

10 on any non-work holiday, the employee shall have the option of using accrued vacation hours to

11 allow total compensation hours to equal the number of hours in the regular work schedule.

12 Exceptions to the provisions of this Article include the following:

13 1. Holidays paid for but not worked by scale operators on their off shift shall not be

14 recognized as time worked for purposes of overtime.

15 2. In order for each full-time Scale Operator to receive seventy (70) hours of work within the

16 scheduled shift in which a holiday site closure occurs, each Scale Operator scheduled to work on a

17 shift in which a holiday site closure occurs shall be provided with a ten (10) hour shift to make up for

18 the ten (10) hours of work missed as a result of the holiday closure. In order to accomplish this for

19 the full-time Scale Operators, they shall be scheduled to work prior to offering such work to any part-

20 time Scale Operator.

21 3. Parks employees whose holiday falls on a scheduled day off will accrue the holiday hours

22 to be used during the calendar year at straight time. Holiday hours accrued under this section will not

23 count as hours worked for the purpose of determining weekly overtime in the week they are accrued.

28
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

ARTICLE 6: VACATIONS

Effective July 1, 1996, the following provisions shall apply. From January 1, 1996 through June 30, 1996, the vacation leave provisions of the previous contract shall apply.

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

| Length of Continuous Service (Years) | Work Hours/Week; Equivalent Work Days | Monthly Vacation Credit | Equivalent Annual Vacation Credit | Hourly Accrual Rate | Maximum Vacation Accrual Allowed |
|--|---------------------------------------|-------------------------|-----------------------------------|---------------------|----------------------------------|
| Upon hire through end of year 3 | 35 hrs/week | 7 hours | 84 hours | .04615 hours | |
| | Equiv. work days | 1 day | 12 days | | 84 hours |
| | 40 hrs/week | 8 hours | 96 hours | .04615 hours | |
| | Equiv. work days | 1 day | 12 days | | 96 hours |
| (For employees hired prior to 1/1/96) Upon beginning of year 4 | 35 hrs/week | 8.75 hours | 105 hours | .05770 hours | |
| | Equiv. work days | 1.25 days | 15 days | | 189 hours |
| | 40 hrs/week | 10 hours | 120 hours | .05770 hours | |
| | Equiv. work days | 1.25 days | 15 days | | 216 hours |
| (For employees hired after 1/1/96) Upon beginning of year 4 through end of year 5 | 35 hrs/week | 7 hours | 84 hours | .04615 hours | |
| | Equiv. work days | 1 day | 12 days | | 420 hours |
| | 40 hrs/week | 8 hours | 96 hours | .04615 hours | |
| | Equiv. work days | 1 day | 12 days | | 480 hours |

12528

| Length of Continuous Service (Years) | Work Hours/Week; Equivalent | Monthly Vacation Credit | Equivalent Annual Vacation Credit | Hourly Accrual Rate | Maximum Vacation Accrual Allowed |
|--------------------------------------|-----------------------------|-------------------------|-----------------------------------|---------------------|----------------------------------|
| Upon beginning | 35 hrs/week | 8.75 hours | 105 hours | .05770 hours | |
| of year 6 | Equiv. work days | 1.25 days | 15 days | | 420 hours |
| through end of | 40 hrs/week | 10 hours | 120 hours | .05770 hours | |
| year 8 | Equiv. work days | 1.25 days | 15 days | | 480 hours |
| Upon beginning | 35 hrs/week | 9.31 hours | 112 hours | .06154 hours | |
| of year 9 | Equiv. work days | 1.33 days | 16 days | | 420 hours |
| through end of | 40 hrs/week | 10.64 hours | 128 hours | .06154 hours | |
| year 10 | Equiv. work days | 1.33 days | 16 days | | 480 hours |
| Upon beginning | 35 hrs/week | 11.69 hours | 140 hours | .07692 hours | |
| of year 11 | Equiv. work days | 1.67 days | 20 days | | 420 hours |
| through end of | 40 hrs/week | 13.36 hours | 160 hours | .07692 hours | |
| year 16 | Equiv. work days | 1.67 days | 20 days | | 480 hours |
| Upon beginning | 35 hrs/week | 12.25 hours | 147 hours | .08077 hours | |
| of year 17 | Equiv. work days | 1.75 days | 21 days | | 420 hours |
| 40 hrs/week | 14 hours | 168 hours | 168 hours | .08077 hours | |
| Equiv. work days | 1.75 days | 21 days | 21 days | | 480 hours |
| Upon beginning | 35 hrs/week | 12.8 hours | 154 hours | .08462 hours | |
| of year 18 | Equiv. work days | 1.83 days | 22 days | | 420 hours |
| 40 hrs/week | 14.64 hours | 176 hours | 176 hours | .08462 hours | |
| Equiv. work days | 1.83 days | 22 days | 22 days | | 480 hours |

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

| Length of Continuous Service (Years) | Work Hours/Week; Equivalent Work Days | Monthly Vacation Credit | Equivalent Annual Vacation Credit | Hourly Accrual Rate | Maximum Vacation Accrual Allowed |
|--------------------------------------|---------------------------------------|-------------------------|-----------------------------------|---------------------|----------------------------------|
| Upon beginning of year 19 | 35 hrs/week | 13.44 hours | 161 hours | .08846 hours | |
| | Equiv. work days | 1.92 days | 23 days | | 420 hours |
| | 40 hrs/week | 15.36 hours | 184 hours | .08846 hours | |
| | Equiv. work days | 1.92 days | 23 days | | 480 hours |
| Upon beginning of year 20 | 35 hrs/week | 14 hours | 168 hours | .09231 hours | |
| | Equiv. work days | 2 days | 24 days | | 420 hours |
| | 40 hrs/week | 16 hours | 192 hours | .09231 hours | |
| | Equiv. work days | 2 days | 24 days | | 480 hours |
| Upon beginning of year 21 | 35 hrs/week | 14.6 hours | 175 hours | .09615 hours | |
| | Equiv. work days | 2.08 days | 25 days | | 420 hours |
| | 40 hrs/week | 16.7 hours | 200 hours | .09615 hours | |
| | Equiv. work days | 2.08 days | 25 days | | 480 hours |
| Upon beginning of year 22 | 35 hrs/week | 15.19 hours | 182 hours | .1 hours | |
| | Equiv. work days | 2.17 days | 26 days | | 420 hours |
| | 40 hrs/week | 17.36 hours | 208 hours | .1 hours | |
| | Equiv. work days | 2.17 days | 26 days | | 480 hours |
| Upon beginning of year 23 | 35 hrs/week | 15.75 hours | 189 hours | .10385 hours | |
| | Equiv. work days | 2.25 days | 27 days | | 420 hours |
| | 40 hrs/week | 18 hours | 216 hours | .10385 hours | |
| | Equiv. work days | 2.25 days | 27 days | | 480 hours |

12528

| Length of | Work | Hours/Week; | Monthly | Annual | Equivalent | Hourly | Maximum |
|------------|----------------|------------------|-------------|-----------|--------------|-----------|-----------|
| Continuous | Equivalent | Work Days | Vacation | Vacation | Annual | Accrual | Vacation |
| (Years) | Work Days | Work Days | Credit | Credit | Rate | Accrual | Allowed |
| 6 | Upon beginning | 35 hrs/week | 16.33 hours | 196 hours | .10769 hours | | |
| 7 | of year 24 | Equiv. work days | 2.33 days | 28 days | | 420 hours | |
| 8 | | 40 hrs/week | 18.64 hours | 224 hours | .10769 hours | | 480 hours |
| 9 | | Equiv. work-days | 2.33 days | 28 days | | 480 hours | |
| 10 | Upon beginning | 35 hrs/week | 16.94 hours | 203 hours | .11154 hours | | |
| 11 | of year 25 | Equiv. work days | 2.42 days | 29 days | | 420 hours | |
| 12 | | 40 hrs/week | 19.36 hours | 232 hours | .11154 hours | | 480 hours |
| 13 | | Equiv. work days | 2.42 days | 29 days | | 480 hours | |
| 14 | Upon beginning | 35 hrs/week | 17.5 hours | 210 hours | .11538 hours | | |
| 15 | of year 26 | Equiv. work days | 2.5 days | 30 days | | 420 hours | |
| 16 | | 40 hrs/week | 20 hours | 240 hours | .11538 hours | | |
| 17 | and beyond | Equiv. work days | 2.5 days | 30 days | | 480 hours | |

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

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

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

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

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

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

1 vacation for the purpose of supplementing the sick or family leave benefits of the receiving

2 employee. Donated vacation hours shall be converted to a dollar value based upon the donor's

3 straight time rate.

4 Vacation donations are strictly voluntary. Employees are prohibited from offering or

5 receiving monetary or any other compensation in exchange for donating vacation hours. The number

6 of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

7 Donated vacation hours must be used within ninety (90) calendar days. Donated hours not

8 used within ninety days or due to the death of the receiving employee shall revert to the donor.

9 Donated vacation hours are excluded from vacation payoff provisions.

10 Section 10. No employee shall earn the equivalent of one month's vacation credit during a

11 month when the employee is absent without pay more than three working days, and an employee

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

13 Section 11. In cases of separation by death, payment of unused vacation benefits shall be

14 made to the employee's estate, or in applicable cases, as provided by RCW, Title 11.

15 Section 12. Employees may continue to accrue additional vacation beyond the maximum

16 specified herein, if, as a result of cyclical workloads or work assignments, accrued vacation will be

17 lost.

18 Section 13. Employees in regular positions who leave King County employment for any

19 reason after successful completion of six months of County service will be paid for their unused

20 vacation up to the maximum specified herein, except as provided in Section 8. Employees shall not

21 be eligible to take or be paid for vacation leave until they have successfully completed their first six

22 months of County service, and if they leave County employment prior to successfully completing

23 their first six months of County service they shall forfeit and not be paid for accrued vacation leave.

24 Regular part-time employees who are employed at least half-time and receive vacation and sick leave

25 and regular full-time employees shall be paid for accrued vacation leave to their date of separation up

26 to the maximum accrual amount if they have successfully completed their first six months of County

27 service and are in good standing. Employees shall forfeit the excess accrual prior to December 31st

28 of each year.

12528

1 **Section 14.** In cases of separation from County employment by death of an employee who
2 has successfully completed his/her first six months of County service and who has accrued vacation
3 leave, payment of unused vacation leave up to the maximum accrual amount shall be made to the
4 employee's estate or, in applicable cases, as provided for by state law, RCW Title 11.

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

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

16 **Section 17.** The following provisions shall apply to vacation scheduling by Facilities
17 Management.

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

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

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

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

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

12528

1 one (1) increment at a time. Employees not granted their first priority increment shall have their
2 second priority granted on the basis of seniority. Seniority shall also be applied to third, fourth, and
3 fifth priority requests until all available vacation time is scheduled.
4 f. Vacation requests received after April 1 of a given calendar year shall be approved in order
5 of their receipt provided that operations are properly staffed at all times.
6 g. Classification seniority shall not be used to gain approval of a vacation period that includes
7 the same holiday in two succeeding years.

28
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

1 **ARTICLE 7: SICK LEAVE**

2 Effective July 1, 1996, the following provisions shall apply. From January 1, 1996 through
3 June 30, 1996, the sick leave provisions of the previous contract shall apply.

4 **Section 1.** Every employee in a regular full-time or regular part-time position shall accrue
5 sick leave benefits at a monthly rate equal to .00384615 times the normally scheduled annual hours of
6 the employee's position, and an annual rate equal to .04616 hours for each hour in pay status
7 exclusive of overtime up to a maximum of eight hours per month, provided that regular full-time
8 employees shall accrue one day per month; except that sick leave shall not begin to accrue until the
9 first of the month following the month in which the employee commenced employment. The
10 employee is not entitled to sick leave if not previously earned.

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

13 **Section 2.** Sick leave shall be paid on account of the employee's illness. Regular employees
14 are eligible for payment on account of illness for the following reasons:

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

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

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

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

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

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

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

28

12528

1 f. To care for the employee's child or the child of an employee's domestic partner if the
2 following conditions are met:
3 (1) The child is under the age of eighteen;
4 (2) The employee is the natural parent, stepparent, adoptive parent, legal guardian,
5 foster care parent, or other person having legal custody and control of the child;
6 (3) The employee's child or the child of an employee's domestic partner has a health
7 condition requiring the employee's personal supervision during the hours of his/her absence from
8 work;
9 (4) The employee actually attends to the child during the absence from work.
10 g. Up to one day of sick leave may be used by an employee for the purpose of being present
11 at the birth of his/her child.
12 Section 3. Every regular part-time employee shall receive and expend sick leave benefits
13 proportionate to the employee's regular work day. For example: If a regular part-time employee
14 normally works four hours per day and the department's normal work day is eight hours, the
15 employee will receive four hours of sick leave benefits for the month. Employees shall be entitled to
16 use sick leave in the maximum amount of three days for each instance where such employee is
17 required to care for immediate family members who are seriously ill. There shall be no limit on the
18 use of sick leave to care for children under Section 2.f. of this Article.
19 Section 4. An employee who has exhausted all of his/her sick leave may use accrued vacation
20 leave as sick leave before going on leave of absence without pay, if approved by his/her appointing
21 authority.
22 Section 5. Any regular full-time or regular part-time employee whose sick leave accrual
23 balance exceeds one hundred (100) hours may donate to any other regular full-time or part-time
24 employee a portion of his or her accrued sick leave upon written notice to the donating and receiving
25 employees' department director(s). Sick leave hour donations are strictly voluntary. No employee
26 may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.
27 Employees are prohibited from offering or receiving monetary or any other compensation in
28 exchange for donating sick leave hours.

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

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

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

6 **Section 6.** Sick leave may be used in one-half hour increments at the discretion of the
7 division manager.

8 **Section 7.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

9 **Section 8.** Division management is responsible for the proper administration of this benefit.

10 In cases where management has uniform documentation to support a history of excessive or patterned
11 absenteeism, an employee may be put on written notice by the Division Manager that for a period not
12 to exceed six (6) months requests for compensation under Article 7. Sick Leave must be
13 accompanied by proof of need.

14 **Section 9.** Separation from King County employment, except by retirement or reason of
15 temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the
16 employee. Should the employee resign in good standing and return to the County within two years,
17 accrued sick leave shall be restored.

18 **Section 10.** Accrued sick leave may be used for absence due to temporary disability
19 including that caused or contributed to by pregnancy, but there shall be no requirement to exhaust
20 accrued sick leave prior to taking a leave of absence for such disability.

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

27 All payments shall be made in cash, based on the employee's base rate, and there shall be no
28

12528

1 deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County

2 health insurance at the COBRA rates.

3 **Section 12. Employees injured on the job cannot simultaneously collect sick leave and**

4 worker's compensation payments greater than net regular pay of the employee. Administrative rules

5 have been established to allow for payments equal to net regular pay of employees qualifying under

6 worker's compensation.

7 **Section 13. Family Care and Death**

8 A. Regular, full-time employees shall be entitled to three (3) working days of bereavement

9 leave a year due to death of members of their immediate family.

10 B. Regular, full-time employees who have exhausted their bereavement leave shall be entitled

11 to use sick leave in the amount of up to three working days for each instance when death occurs to a

12 member of the employee's immediate family.

13 C. For purposes of this section, a "working day" refers to all of the hours an employee is

14 scheduled to work on the day of bereavement leave.

15 D. Regular, full-time employees shall be entitled to use and shall normally have approved

16 sick leave for family care under these and similar circumstances.

17 1) When the employee certifies that no other person is available and capable of providing

18 care of the ill or injured family member.

19 2) For accompanying or transporting immediate family members to medical or dental

20 appointments, providing the immediate family member is a minor child, is infirm, or

21 cannot reasonably get to and from the appointment without the employee's aid.

22 3) For a male employee on the day his wife gives birth to a child and on the day she is

23 released from the hospital. Vacation or compensatory time-off may be approved if

24 additional time-off is necessary.

25 4) A maximum of three (3) days of family care sick leave may be permitted for each

26 occurrence. No more than six (6) days of family care sick leave may be used in any

27 one calendar year. Each request for family care sick leave must be verified in writing.

28

1 This verification should include: 1) relationship of immediate family member and 2)
2 statement of need for care or attendance.

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

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

8 F. For the purposes of this article, "immediate family" shall be construed to mean persons
9 related to an employee by blood or marriage or legal adoption as follows: domestic partner, child of
10 employee's domestic partner, grandmother, grandfather, grandchild, mother, father, husband, wife,
11 son, daughter, brother, sister, and any persons for whose financial or physical care the employee is
12 principally responsible; except that for purposes of bereavement leave, effective July 1, 1996,
13 "immediate family" shall also include son-in-law, daughter-in-law, father-in-law and mother-in-law.

14 G. For the purposes of this section, regular, part-time employees shall be entitled to the same
15 benefits on a pro rata basis.

16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 8: WAGE RATES

12590

1 Section 1. Wage rates and cost of living adjustments for the term of this agreement will be in
2 accordance with classifications and wage rates listed in Addendum A which is a part of this
3 agreement.
4
5 Section 2. An employee designated as "lead worker" shall receive a seven percent (7%)
6 premium in addition to the base wage for all time so assigned. For purposes of this Article, the term
7 "working foreman" shall be construed to be "lead worker."
8 Section 3. All employees required to carry notification devices (pagers or "beepers") during
9 their normally scheduled time off shall be compensated at the hourly rate of \$0.75 (seventy five
10 cents) for all time spent while so assigned.
11 Section 4. All hours worked by an employee required to work a special schedule or to change
12 his/her shift, absent five (5) work days advance written notice as provided in Article 9, Section 3,
13 shall be compensated as overtime at one and one-half (1-1/2) times the regular rate of pay; provided,
14 however, in a case where snow removal, flood control, and/or sanding operations have been
15 anticipated and "alert" or "standby" status advance warning has been given or in a case where a
16 special schedule is needed to respond to conditions or circumstances beyond the control of the
17 County, overtime pay shall not be required under this section.
18 Section 5. Employees will be reimbursed for the cost of maintaining documents (certificates,
19 licenses, etc.) required for the positions of Asbestos Worker, Asbestos Surveyor, Asbestos
20 Supervisor, Boiler Operator, Pesticide Operator, and Parks Commercial Driver.
21 Section 6. Temporary employees who complete 910 hours (1040 hours in those divisions
22 where a 40 hour work week is the norm) shall receive premium pay in lieu of benefits in the amount
23 of 15% of all straight time compensation from the first (1st) hour of work in classification.
24 Section 7. Shift Differential.
25 A. Effective with any projects which begin following the King County Council
26 approval of this contract, Asbestos Technicians shall receive a 10% shift differential for working
27 swing shift during the period 2:00 p.m. through 10:00 p.m. and a 15% shift differential for working
28 graveyard shift during the period 10:00 p.m. through 4:00 a.m.

1 B. Scale Operators who work during the night shift during the period 5:30 p.m.
2 through 1:30 a.m., shall receive a 10% shift differential.

3 **Section 8. Job Evaluation.** The King County Office of Human Resources Management
4 (OHRM) will perform an independent job analysis of the following classifications. Within ninety
5 (90) days of receipt of the job descriptions for these positions, OHRM will bring this analysis to the
6 bargaining team who, upon receipt of this analysis, will negotiate wages effective the date of this
7 contract. The following classifications will be reviewed by OHRM pursuant to this Section.

8 a) Asbestos Technicians

9 b) Pool Operators and Aquatic Center Operator. In this analysis, the question of
10 whether the Aquatic Center Operator class should be paid a differential above the Pool
11 Operators shall be considered.

12 c) Parks Maintenance Specialist II.

13 **Section 9.** As a first order of business following initial organization and development of
14 operating rules, the bargaining unit wide Labor Management Committee shall examine the salaries of
15 the DD Crew and shall review the following issues:

16 a) Employee placement within each salary group

17 b) Rationale for three different salary rates

18 c) Salary rates assigned to each category

19

20

21

22

23

24

25

26

27

28

12528

ARTICLE 9: HOURS OF WORK

1 Section 1. The normal work week shall consist of five (5) consecutive work days not to
2 exceed eight (8) hours each to be completed in a nine (9) hour period and not to exceed forty (40)
3 hours per week; provided that split shifts will not be scheduled except by consent of the employee;
4 provided further that employees will not be required to work both Saturday and Sunday, except in
5 cases of emergency, unless Saturday and Sunday work is a part of a normal work schedule. The
6 parties agree that alternate work schedules may be utilized that are mutually agreed upon by the
7 employee and the employer. Should it become necessary to schedule Parks employees for shifts
8 extending beyond 6:00 p.m., the shift(s) will be offered to volunteers. If the County is unable to
9 secure volunteers, the shift(s) will be assigned to the Parks employees in the district with the least
10 seniority in King County Parks. All alternate schedules shall be reduced to writing with copies to the
11 Union and the Office of Human Resources Management.
12 Section 2. The supervisors and foremen may change the scheduled hours and provide special
13 schedules for special operations such as snow removal, flood control and sanding operations, and
14 other special schedules such as watchmen or other personnel on special activities; provided, however,
15 special clothing and special equipment will be made available for special operations.
16 Section 3. Normally, at least five (5) working days advance notice shall be given the
17 employee prior to the commencement of a special schedule or shift change, except in the case where
18 snow removal, flood control and sanding operations may be anticipated, in which case an "alert" or
19 "stand-by" status advance warning is sufficient. An employee who works performing tasks
20 considered "special operations" as defined above will have such experience recognized by a letter
21 placed in the personnel file of the employee with a copy to the employee.
22 Section 4. The conditions set forth in this section shall apply to Scale Operators in the Solid
23 Waste Division :
24 a. The work schedule for regular full-time Scale Operators shall be seven (7) consecutive ten
25 (10) hour days followed by seven (7) consecutive days off but shall not exceed forty hours in any
26 designated work week, except the Factoria Transfer Station evening shift shall be Monday through
27 Friday 5:30 p.m. to 1:30 a.m. In the event the County decides to change the hours of operation at
28

1 any transfer station, the County may notify the Union and the parties will enter into negotiations
2 regarding the work schedules.

3 b. Regular part-time Scale Operators shall be assigned to either the A shift or the B shift, with
4 each shift Monday through Sunday, and shall be called to work as needed without restriction as to
5 location of assignment, day of assignment or work performed during that shift. Assignments shall be
6 made in order of seniority. If a regular-part time Scale Operator is called to work during his/her
7 assigned shift but does not work, this shall be treated as an unauthorized absence unless leave has
8 been approved by the supervisor. If work is offered but declined by the employee, this shall be treated
9 as hours worked for scheduling purposes. Work shall not be offered to off-shift regular part-time
10 employees unless all regular part-time employees on shift have been contacted. If work is offered
11 during the off-shift period, regular part-time Scale Operators shall be contacted on the basis of
12 seniority, up to 70 hours worked in a 14-day two shift period. If work is offered to a regular part-time
13 employee during the off-shift, the employee is not required to accept it and the rejection of work shall
14 not be treated as an unauthorized absence.

15 c. If work would put a regular part-time Scale Operator over 70 hours of work in a 14-day
16 two shift period, the work shall be offered to all full-time Scale Operators before it is offered to any
17 part-time Scale Operator and shall only be offered to a regular part-time Scale Operator if it is
18 declined by all full-time Scale Operators. A seniority wheel shall be used to call the full-time Scale
19 Operators.

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

24 e. Any change in the current practice by which bank deposits are made will be negotiated
25 with the Union prior to implementation.

26 f. Ferry tickets shall be provided, as necessary, to scale operators for assignments on Vashon
27 Island.

28

12528

1 g. The Solid Waste Division will provide the Union with copies of payroll records on a
2 monthly basis.
3 Section 5. Pool operators shall be paid at the rate of one and one-half (1-1/2) times their
4 regular rate of pay for any hours worked prior to the regularly scheduled starting time unless the
5 earlier starting time has been requested for the convenience of the operator and approved by the
6 Division management.
7 Cleaning schedules shall be established by the Aquatics Chief but shall include a period of
8 one hour between 6:00 a.m. and 9:00 a.m. for full maintenance by Pool Operators. The County
9 agrees not to reassign or eliminate the vacuuming of pools in order to avoid the payment of the
10 premium. The County will include pool maintenance in the published pool schedule.
11 A. Beginning June 24, 1996, for the summer schedule of 1996, the Pool Operator start time is
12 5:00 a.m., Monday through Friday, with the exception of the Operators working at the Mt. Rainier,
13 South Central and Evergreen facilities. The start times for these facilities are as follows:
14 1. Mt. Rainier - starts at 4:45 a.m.
15 2. So. Central - starts at 4:45 a.m.
16 3. Evergreen - starts at 4:30 a.m.
17 All hours worked by Operators prior to 6:00 a.m. during 1996 will be compensated at one and
18 one half times their normal rate of pay.
19 B. From 1997 through the end of the contract period, the summer schedule for all pools
20 except the Aquatic Center will be 5:00 a.m.. The summer schedule shall include the period of time
21 between Saturday of Memorial Day weekend through Monday, Labor Day. All hours worked prior to
22 5:00 a.m. will be compensated at one and one half times the normal rate of pay. 1997 fall, winter and
23 spring hours will start at 6:00 a.m. at all pools.
24 C. Division management will post the Aquatic Center schedule for employees two weeks in
25 advance.
26 Section 6. Employees in the classification of Floor Care Specialist shall work forty (40)
27 hours a week within a seven (7) consecutive day period, as provided below:
28

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

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

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

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

12 **Section 9.** For Asbestos Technicians, Asbestos Technician Supervisor and Asbestos
13 Surveyor/Coordinator who work a 4 day/10 hour work week, the following shall apply:

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

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

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

24 d. The employees recognize there may be a need to revert to an eight (8) hour/five (5) day
25 schedule on a temporary basis to resolve a bonafide asbestos emergency. In this event the employees
26 agree to waive their rights as described in Article 8, Section 4 and Article 9, Section 3. The
27 employees do not waive those rights with respect to arbitrary day to day shifts and/or schedule
28 changes.

28
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

e. If a holiday is officially observed on a Friday that is a normal day off, the holiday will be

taken on the last normal work day of that week. If a holiday is officially observed on a Monday that

is a normal day off, the holiday will be taken on the next normal work day of that week.

Section 10. If an employee is scheduled to work but no work exists, the County must notify

the employee at least two (2) hours prior to the beginning of the normal shift or a four (4) hour

minimum pay will prevail.

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

12528

1 **ARTICLE 10: OVERTIME**

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

9 **Section 2.** Scale operators shall be paid at the rate of time and one-half for all compensated
10 hours in excess of forty (40) hours in a designated work week or ten and one half (10.5) hours in a
11 day. The work week shall be as determined by the County to comply with Fair Labor Standards Act
12 (FLSA) provisions.

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

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

19 **Section 5.**

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

22 b. Compensatory time off shall be earned at the rate of one and one-half times the regular
23 rate.

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

27 d. Notwithstanding (c) above, compensatory time off shall be scheduled at a time that does
28 not unduly disrupt the operations of the agency.

12528

Section 6. 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 overtime

rates.

Section 7. 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

special 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.

Section 8. Except as provided in Section 9 of this Article, overtime will be assigned on a

voluntary basis, with the regular employees having first option to work such overtime. 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.

Section 9. Full-time scale operators who desire to work on their "off shift" shall indicate their

availability and shall be offered such work if available in order of seniority on a rotating basis. Such

work shall be assigned four (4) days in advance of the assigned time except in case of necessity

arising at a later time. Regular part-time employees shall not be scheduled when such scheduling

would result in overtime pay unless no regular full-time employees are available. If any employee

who has indicated availability for work on their off shift is missed for work assigned, due to a good

faith error on the County's part, the employee may request and shall receive the next available

opportunity to work an amount of hours equal to or greater than the hours missed. Hours so assigned

shall be at the same rate of pay as hours missed. Scale Operators who refuse off-shift hours at Cedar

Falls or Cedar Hills shall not lose their seniority placement for other off-shift work assignments. The

County reserves the right to assign overtime beginning with the least senior employee who is

qualified to perform the work, if there are no volunteers for the work.

Section 10. For purposes of this Article, "hours worked" means all compensated hours.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 11: MEDICAL, DENTAL AND LIFE INSURANCE**

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

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

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

11 **Section 4.** Effective October 1, 1996 - any part time regular employee or full-time regular
12 employee, not previously considered eligible for benefits under this Article, will be eligible for all
13 such benefits.

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12528

ARTICLE 12: MISCELLANEOUS

2 **Section 1.** All employees who have been authorized to use their own transportation on
3 County business shall be reimbursed at the rate established by County Council action.
4 **Section 2.** The County shall furnish the Union with specific classification specifications for
5 all classifications in the bargaining unit descriptive of the function, scope and complexity of the
6 position and the knowledge, abilities and qualifications for the position. The County and the Union
7 shall meet to review proposed modifications and revisions to said specifications prior to
8 implementation.
9 **Section 3.** Uniforms and their replacement, excluding maintenance, required by the County
10 shall be paid for by the County. All employees covered in the King County Parks uniform policy are
11 required to wear the uniforms and are subject to policies and procedures in said uniform policy. This
12 policy and any subsequent changes to the policy which affect bargaining unit members must be
13 approved by the Labor-Management Committee.
14 **Section 4.** The County may provide employees release time to attend training programs that
15 will be beneficial to their job performance. Notice of all such training opportunities which
16 management deems appropriate will be made available to all employees in writing. If the County
17 requires attendance at such training programs, the County will pay the expenses incurred.
18 **Section 5.** Changes in written procedural guidelines or other work rules or regulations will be
19 implemented only upon written notification of revisions. No employee shall be held responsible for
20 violation of a written instruction, regulation, rule or guideline provided oral instructions to do so were
21 received from supervisory personnel.
22 **Section 6.** Matters of common concern to the parties will be the subject of Meet and Confer
23 discussion upon request of either Division Manager or Union Representative. Such meetings will be
24 scheduled at the mutual convenience of both parties.
25 **Section 7.** Regularly scheduled Labor-Management Committee meetings will be held in each
26 Division on at least a quarterly basis. The purpose will be to deal jointly with issues of mutual
27 interest and to maintain and improve Labor-Management relations. In addition to the Labor
28 Management Committees which meet in each division, there shall be established a bargaining unit-

1 wide Labor Management Committee whose purpose is to continue to address issues that affect the
2 entire bargaining unit in an interest based manner. The initial meeting will occur within 60 days of
3 the date of approval of this agreement by the King County Council. The active Interest Based
4 Bargaining Team members will constitute the initial members of the Labor Management Committee.
5 At the first meeting, the members will decide the frequency, membership, scope and structure of
6 future meetings. The Local 6 union designee and the King County OHRM Labor Negotiator will
7 convene the initial meeting.

8 Labor-Management Committees shall each establish their own operating rules, including
9 rules for preparation and distribution of agendas and minutes. In all cases, agendas shall be
10 distributed to Labor-Management Committee members at least three working days in advance of
11 meetings and minutes shall be distributed to Labor-Management Committee members within three
12 working days following the meetings. Agenda items shall be submitted by both Labor and
13 Management and shall be limited to items of a group, rather than an individual, interest and concern.

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

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

19 b. Prior to the initiation of any competitive process to fill a vacant bargaining unit position,
20 any member of the bargaining unit holding the same classification as that of the vacant position shall
21 be given the opportunity to make a lateral transfer to the vacant position. Such lateral transfers shall
22 be accomplished in the following manner:

- 23 1. Requests for lateral transfer may be initiated at any time, provided that it is prior to the
24 position coming vacant as indicated by resignation notice to the Division Manager.
- 25 (a) The number of transfer requests each employee may initiate is not limited.
 - 26 (b) Employees on probationary status may not submit transfer requests.
 - 27 (c) An employee must accept a job when offered as a result of a transfer request.
- 28

12528

1 However, the employee may remove his or her name from consideration for a

2 specific transfer prior to the interview per sub-section 2 below without penalty.

3 2. Interviews of all interested applicants shall be scheduled by the appointing authority or

4 his/her designee.

5 3. The vacant position shall normally be filled from among those current employees who

6 have applied for the vacancy provided that the applicants possess the necessary

7 qualifications and skills which the appointing authority has determined to be required

8 in the vacant position. Should the appointing authority determine that more than one

9 of the applicants are adequately qualified, then selection will be based upon seniority

10 within the bargaining unit. If in the appointing authority's judgment none of the

11 applicants possesses the qualifications and skills required in the position, the position

12 will be filled in accordance with appropriate Personnel Guidelines.

13 4. Unsuccessful applicants for transfer, where seniority is not the deciding factor, may

14 request a meeting with the appointing authority to discuss the reasons for their non-

15 selection; provided that hiring decisions shall be the sole prerogative of the appointing

16 authority subject only to the terms set forth in item 3 above.

17 Section 9. Open positions other than those created by reductions in force at Solid Waste sites

18 will be offered to all Scale Operators in order of seniority.

19 Section 10. For positions other than vacancies created by reductions in force, employees in

20 Facilities Management may submit written requests to be considered for work assignments at

21 different locations or on a different schedule. In the course of making work assignments,

22 management will consider these requests in order of the seniority of the requesting employees.

23 Assignment decisions shall continue to be at management's sole discretion. For purposes of this

24 Section, "assignment" shall mean a specific floor/shift work assignment within a given work location

25 and "work location" shall mean the downtown County complex or each outlying County site.

26 Section 11. Open competitive employment lists will be established covering the

27 classifications of Custodian, Floor Care Specialist, and Maintenance Worker. In addition,

28 promotional employment lists limited only to bargaining unit members within the Facilities

1 Management Division will be established for the classifications of Asbestos Technician, Floor Care
2 Specialist and Maintenance Worker.

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

10 **Section 12. Heritage Festival Staffing.** In an effort to limit overtime costs, these principles
11 will guide the staffing plan for the Heritage Festival and for any other special major event(s) to which
12 it is mutually agreed that this procedure will apply. The King County Fair at Enumclaw, Washington
13 is specifically excluded. "District" refers to the Marymoor Park District for the Heritage Festival or
14 any district within which a major special event occurs for which this procedure applies.

- 15 1. Regularly scheduled staff at the district will not be displaced.
- 16 2. Adequate supervision will be supplied by Parks staff.
- 17 3. Regular staff or other adequately trained people will perform critical functions such as traffic
18 control.
- 19 4. There are certain key positions which need to be performed by regular Parks staff or other
20 adequately trained people. These include supervision of facilities maintenance, traffic control
21 at critical intersections, oversight of parking and maintenance and relief for these functions.
- 22 5. Overtime will be offered first to district FTEs and then to the district's seasonal employees.
- 23 6. Overtime outside of the district will be scheduled according to the staffing plan.
- 24 7. Work offered to employees from outside the district will be offered to staff with the
25 qualifications to perform the work.

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

12528

1 Section 13. The Union agrees to implementation of the County's bi-weekly payroll process

2 when and if an effectuating ordinance is passed by Council.

3 Section 14. If the County announces its intent to implement any results of the

4 Classification/Compensation Project, it will give notice to the Union and bargain the effects of the

5 change.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 13: DISPUTE RESOLUTION PROCEDURES**

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

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

8 **Section 1. Definitions.**

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

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

14 **Section 2. Procedure.**

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

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

27 The Division Manager, the employee, and the Union representative will work to resolve the
28 grievance within 30 days of its referral to Step 2. During this process, mediation may be used with

12528

1 the agreement of the Division Manager and the Union representative. If mediation is agreed to, a
2 mediator will be selected from a mutually agreeable source.
3 If the Union representative, the employee, and the Division Manager are unable to reach
4 agreement resolving the grievance, the decision of the Division Manager shall be presented to the
5 employee and the Union in writing within 35 days of the referral to Step 2. Additionally, if there is
6 no resolution, the Division Manager's final pre-arbitration response must be concurred in by OHRM
7 which will be the Union's contact for the employer thereafter in the process.
8 Step 3. Any grievance not resolved at Step 2 may be submitted to arbitration. Any such
9 submittal must occur within 30 days of the Division Manager's Step 2 decision and must specify the
10 exact question to be arbitrated or the grievance shall be presumed resolved.
11 Should arbitration be necessary either after an attempt to mediate the grievance or directly
12 after Step 2, the parties shall select a third disinterested party to serve as arbitrator. In the event that
13 the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of
14 seven arbitrators furnished by the American Arbitration Association or the Federal Mediation and
15 Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from
16 the list by both the County representative and the Union, each alternately striking a name from the list
17 until only one name remains. The party to strike first will be determined by a coin toss. The
18 arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision
19 promptly and the decision of the arbitrator shall be final and binding on both parties. No matter may
20 be arbitrated which the County, by law, has no authority over, has no authority to change, or has been
21 delegated to any civil service commission or personnel board, as defined in RCW 41.56.
22 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
23 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
24 in reaching a decision.
25 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
26 equally by both parties.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Section 3. Alternative Dispute Resolution Procedures

A. Unfair Labor Practice. The parties agree that 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 Unfair Labor Practice.

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

- 1. A meeting will be arranged by the Union Representative, Division management representative and OHRM representative (or their designees) to attempt to resolve the matter.
- 2.
 - a. The meeting will include a mediator(s) and the affected parties.
 - b. 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.

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

Section 4. 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.

12520

1 After the institutional grievance is filed, the parties will meet to attempt to resolve the matter
2 within the next 60 days. Grievance mediation can be used if both parties agree. Mediation services
3 will be requested from a mutually acceptable source. If the matter is not settled within these 60 days,
4 the grieving party may invoke arbitration. The employer's final pre-arbitration response or formal
5 invocation of arbitration must be concurred in by OHRM, which will be the Union's contact for the
6 employer thereafter in this process.
7 If arbitration is invoked, the parties shall select a third disinterested party to serve as an
8 arbitrator.
9 In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be
10 selected from a panel of seven (7) arbitrators furnished by the American Arbitration Association or
11 the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The
12 arbitrator will be selected from the list by both the County representative and the Union, each
13 alternately striking a name from the list until only one name remains. The party to strike first will be
14 determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the Association
15 shall be asked to render a decision promptly and the decision of the arbitrator shall be final and
16 binding on both parties. No matter may be arbitrated which the County, by law, has no authority
17 over, has no authority to change, or has been delegated to any civil service commission or personnel
18 board, as defined in RCW 41.56.
19 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
20 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
21 in reaching a decision.
22 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
23 equally by both parties.
24 Section 5. There shall be no strikes, cessation of work or lockout while disputes are being
25 resolved or during arbitration.
26 Section 6. The right to process and settle grievances arising out of any provision of this
27 Agreement is wholly, to the exclusion of any other means available, dependent upon the provisions of
28 this article. The Union and the County agree to act promptly and fairly in all grievances.

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

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

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

16 **Section 10.** The Union and County may agree in writing to waive any of the above steps.

17
18
19
20
21
22
23
24
25
26
27
28

12528

ARTICLE 14: REDUCTION IN FORCE AND RE-HIRE

2 Section 1. The County and the Union recognize the value of well trained and qualified

3 employees and agree that other employment options should be explored prior to invoking a lay-off

4 procedure as a result of a lack of work and/or shortage of funds. In addition, the County and the

5 Union recognize the value of two-way communication in facilitating workforce transitions as a result

6 of lay-offs. The following process is established to assure that communication and exploration of

7 alternatives to lay-off are achieved.

8 Step 1. At the time Division management proposes or is told of facility closures, service

9 reductions, budget reductions or other actions which could result in employee lay-offs within this

10 bargaining unit, Division management shall make this information, as well as information about the

11 reasons for the proposed or actual action, the likely time frame within which such action will occur,

12 and the extent of impact on the workforce, available to the appropriate Labor-Management

13 Committee as set forth in Article 12, Section 7 of this Agreement as soon as practical.

14 Step 2. The Labor-Management Committee shall be convened specifically to discuss and

15 recommend alternatives, including but not limited to employee re-training, transfer to vacant

16 positions in other units, and transfer to vacant positions in other divisions, which could be explored

17 by the County as alternatives to lay-offs for potentially affected employees.

18 Step 3. The County shall inform the Union of alternatives to lay-off which were explored at

19 the time final lay-off decisions are announced.

20 Section 2. If a facility closes or ownership transfers, the County will involve the Union and

21 employees in discussions about the closures early on and will seek to find other jobs inside King

22 County for employees potentially affected by facility closures by:

23 1. Looking for internal placements within the bargaining unit

24 2. Interviewing potential RLF candidates and considering their qualifications for any pending

25 bargaining unit vacancy prior to opening the vacant position to other candidates. When

26 RLF candidates could be trained on the job within the probation period, management will

27 consider training the candidate to meet minimum requirements for passing probation

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

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

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

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

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

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

21 **Section 8.** Regular employees on layoff shall be referred to other positions within the Career
22 Service in accordance with Section 41.20 of the King County Personnel Guidelines. For purposes of
23 this contract, Section 41.20 of the King County Personnel Guidelines shall be interpreted as follows:
24 In no circumstances shall the employee be recalled to employment in a classification with a higher
25 pay range than the pay range of the classification held at the time of layoff. In the event the
26 classification from which the employee was laid off moves to a higher pay range, the employee will
27 continue to have recall rights to that classification or to any new classification which includes the
28 classification held at the time of layoff.

12528

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

eliminated, the employee who held that position may bump any less senior employee in the class; any employee who is bumped by a more senior employee whose position has been eliminated can bump any less senior employee in the class. Bumping shall occur pursuant to the following procedures:
Step 1. Affected employees submit list of shift/location preferences in order of priority, except those held by more senior employees.

Step 2. All affected employees in the classification and the union will be notified in writing of the position elimination at least 30 days prior to the event occurring.
Step 3. This process will include the employee (or employees) whose position(s) has/have been eliminated, plus all regular full-time and regular part-time bargaining unit employees with less seniority than the most senior employee whose position has been eliminated.

Step 4. All affected regular full-time and regular part-time employees bid for position preferences in order of priority. The supervisor shall provide a formal position list to each affected employee with the notice provided per item 1 above, which will include all work locations and shifts available for bid.
Step 5. All affected employees will be required to submit position preferences in order of priority to their immediate supervisor. All affected employees will be given 14 calendar days to submit their preferences to the immediate supervisor after receipt of the formal position list.

Step 6. Within seven calendar days, the Division shall provide to the union and the employees the results of the lateral bumping process, prior to the implementation of the new assignments. The results should include the schedule for implementation and a list of all employees' work shifts and locations.
Step 7. New position bids will be requested for each occurrence that could result in a lateral bumping process within the classification.

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

1 qualified and which is occupied by any less senior employee in the class. Bumping shall occur
2 pursuant to the following procedures:

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

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

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

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

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

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

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

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

12528

1 Section 11. Lateral Bumping - Parks. If a bargaining unit position is eliminated, the
2 employee who held that position can move into another position pursuant to the provisions of Article
3 12, Section 8, related to transfers; provided, however, that Utility Workers who have previously
4 worked as Maintenance Specialist Is or Park Managers (Class 5130) shall retain the rights to bump
5 other Maintenance Specialist Is on the basis of seniority.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ARTICLE 15: SENIORITY**

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

3 a. Length of service in classification with division.

4 b. For employees in the following classifications who transferred to DCFM from other
5 divisions, seniority in those classifications shall accrue from the employee's date of hire within
6 his/her current classification.

7 Building Services Supervisor (7755)

8 Custodian (1320)

9 Custodian (temporary help) (1321)

10 Head Housekeeper (4107)

11 c. An employee who is promoted to another classification within the division shall continue
12 to accrue seniority in the classification from which he/she was promoted.

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

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

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

21
22
23
24
25
26
27
28

12590

ARTICLE 16: 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, or sensory, mental, or physical handicap (SMPH).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 ARTICLE 17: SAVINGS CLAUSE

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

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12528

ARTICLE 18: WORK STOPPAGES AND EMPLOYER PROTECTION

Section 1. 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. 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 bonafide, 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 division manager if the employee presents satisfactory reasons for his/her absence

within three (3) calendar days of the date his automatic resignation became effective.

Section 2. 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.

Section 3. 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:

a. Discharge.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 ARTICLE 19: WAIVER CLAUSE

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

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12528

ARTICLE 20: EMPLOYEE RIGHTS

1 Section 1. The off-duty activities of employees shall not be cause for disciplinary action
 2 unless said activities are detrimental to the employee's work performance or the program of the
 3 agency.
 4
 5 Section 2. If at any level, the County determines to bring disciplinary action against any
 6 employee for any reason, the employee shall be apprised of his/her rights of appeal and representation
 7 as provided for in the Grievance Procedure of this Agreement.
 8
 9 Section 3. No employee shall be disciplined or discharged without just cause. Disciplinary
 10 action shall normally be taken within fourteen (14) calendar days of the employer's knowledge of the
 11 alleged violation or such action will be null and void; provided, if the circumstances surrounding the
 12 alleged violation are such that the County could not complete the necessary investigation and take
 13 disciplinary action within fourteen (14) calendar days of the alleged violation, the disciplinary action
 14 shall be taken within fourteen (14) calendar days of the conclusion of the investigation or such action
 15 will be null and void. All investigations related to disciplinary matters will be conducted in a timely
 16 manner. Note: "Employer" shall mean the first level of supervision outside of the bargaining unit.
 17 Section 4. The employee and/or representative may examine the employee's personnel file(s)
 18 if the employee so authorizes in writing. Material placed into the employee's file(s) relating to job
 19 performance or personal character shall be brought to his or her attention. The employee may
 20 challenge the propriety of including it in the file(s). The employee shall have the right to insert
 21 documentation into the file(s), providing such documentation is relevant to the challenge.
 22 Unauthorized persons shall not have access to employee files or other personal data relating to their
 23 employment.
 24 Section 5. No employee shall be required to use equipment which is not in a safe condition.
 25 In the event an employee discovers or identifies unsafe equipment, he/she will immediately notify the
 26 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment
 27 or working conditions to their immediate supervisor. Said equipment shall be repaired or replaced if
 28 the employer determines the equipment to be unsafe. At such time as the employer determines the
 equipment to be safe, the employee will be advised.

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

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

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

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

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

17
18
19
20
21
22
23
24
25
26
27
28

12528

ARTICLE 21: WORK OUTSIDE OF CLASSIFICATION

1 Section 1. All work outside of classification in an acting capacity shall be assigned in writing
2 by the division manager or his/her designee for an entire day/shift. An employee so assigned to work
3 outside of classification shall be paid at the first step of the higher class or five percent (5%) over the
4 salary received prior to the assignment, whichever is greater, for all time spent while so assigned.
5 Section 2. After forty-five (45) calendar days of work performed in accordance with Section
6 1, a meeting may be requested by the Union to review the circumstances and to discuss the need to
7 fill the position vacated by the employee working out of classification.
8 Section 3. Work out of class will not be used in lieu of filling vacancies through the normal,
9 open competitive selection process. Work out of class may be used to meet needs such as:
10 1. Time limited or project specific workload;
11 2. Seasonal work;
12 3. Cyclical work;
13 4. Backfill vacancies during selection process;
14 5. Backfill vacancies that may be target for elimination;
15 6. Backfill vacancies due to leaves of absence;
16 7. Backfill vacancies during dispute resolution.
17 Section 4. Employees in a training capacity may be assigned work normally performed by a
18 higher classification, except they will not be placed in a training capacity to circumvent the intent of
19 Section 1, hereof.
20 An employee assigned to a training capacity shall be under the supervision and guidance of
21 his/her immediate supervisor and shall not be in the training position for more than ten (10)
22 consecutive, normal working days.
23 Section 5. Employees shall not be held accountable while performing work foreign to the
24 concept of their class specification except as provided in Section 1.
25 Section 6. Seasonal or cyclical work out of class in each of the four classifications, Floor
26 Care Specialist, Window Washer, Maintenance Worker, and Asbestos Technician, will be assigned
27 on a voluntary basis to employees on the respective divisional lists of employees qualified to
28

1 perform the work, provided such work can be scheduled without incurring an overtime liability. Pay
2 for work so assigned shall be for all hours worked outside of classification. The frequency and
3 duration of such work out of class assignment to individual employees shall be at the sole discretion
4 of management. In the event employees cannot be assigned from the list(s) without incurring an
5 overtime liability, the County may assign the work out of classification to other bargaining unit
6 employees.

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

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12500

ARTICLE 22: UNION REPRESENTATION

2 Section 1. Authorized representatives of the Union may, after notifying the County official in

3 charge, visit the work location of employees covered by this Agreement at any reasonable time for

4 the purpose of investigating grievances, but shall not conduct union business on County time.

5 Section 2. Authorized representatives of the Union may have reasonable access to its

6 members in County facilities for transmittal of information or representation purposes before work

7 and during lunch breaks or other regular breaks as long as the work of the County employees and

8 services to the public are unimpaired. Prior to contacting members in County facilities, such

9 authorized agents shall make arrangements with the division manager and the Office of Human

10 Resources Management.

11 Section 3. The Union shall have the right to appoint stewards within departments where its

12 members are employed under the terms of this Agreement. The maximum number of stewards

13 appointed shall be as follows:

14 Parks - four (4)

15 Aquatics Division - one (1)

16 Facilities Management Division - two (2)

17 Solid Waste Division - two (2)

18 The department shall be furnished with the names of stewards so appointed. The steward

19 shall see that the provisions of this Agreement are observed, and he/she shall be allowed a reasonable

20 time to investigate grievances during regular working hours.

21 Section 4. It shall be a violation of this Agreement to directly or indirectly interfere with,

22 restrain, coerce, or discriminate against any employee or group of employees in the free exercise of

23 their right to organize and designate representatives of their own choosing for the purpose of

24 collective bargaining or in the free exercise of any other right under RCW 41.56.

25 Section 5. The County agrees to permit the Union to post on County bulletin boards the

26 announcement of meetings, election of officers, and any other Union material, provided there is

27 sufficient space beyond what is required by the County for "normal" operations. If sufficient space is

28 not available on County boards or in areas where County boards are not available, the Union may

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

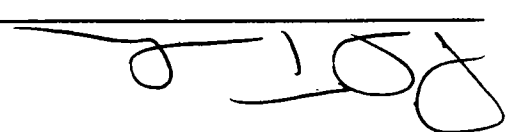
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

28
27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

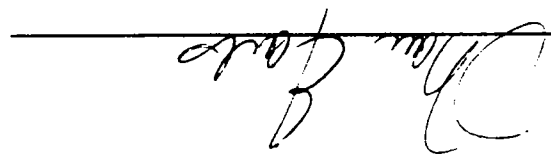
ARTICLE 23: DURATION

This Agreement and each of its provisions shall become effective August 15, 1996, unless otherwise specified herein, and shall continue in full force and effect through August 14, 1999. Contract negotiations for the period beginning August 15, 1999 may be initiated by either party providing to the other written notice of its intention to do so prior to May 15, 1999. It is the goal of both parties to conclude negotiations prior to expiration of this agreement.

APPROVED this 7th day of March, 1996.


KING COUNTY EXECUTIVE

UNION:


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

12528

LOCAL 6

**Parks and Cultural Resources, Construction Facilities Management,
Department of Natural Resources (Solid Waste)**

ADDENDUM A

(REVISED)

PARKS DIVISION AND FACILITIES MANAGEMENT DIVISION

1996

| POSITION | RANGE |
|---|--------------|
| Pool/Facility Operator | 42 |
| Chief Pool/ Facility Operator | 45 |
| Stores Clerk | 30 |
| Storekeeper | 42 |
| Inventory Control Clerk | 30 |
| Maintenance Specialist II (Parks) | 48 |
| Maintenance Specialist I (Parks) | 42 |
| Senior Park Utility Worker | 49 |
| Park Utility Worker | 42 |
| Special Crew Maint. Supervisor (Parks) | 48 |
| Assistant Crew Supervisor | 41 |
| Custodian | 28 |
| Maintenance Worker | 33 |
| Floor Care Specialist | 29 |
| Window Washer | 34 |
| Asbestos Technician | 44 |
| Asbestos Technician Supervisor | 50 |
| Asbestos Surveyor | 47 |
| Supported Employment Assistant Supervisor | 30 |
| Park Maintenance Assistants | |

Salaries are based on performance. 1995 wage rates will be increased by appropriate COLA amounts during term of agreement.

| | 0-6 Months | 7-18 Months | 19-30 Months | 31+ Months |
|-----------------|------------|-------------|--------------|------------|
| Custodial Aides | 5.38 | 5.74 | 7.26 | 8.82 |

SEASONAL PARKS EMPLOYEES

| | <u>1996 Start</u> | <u>After 1040 Hrs.</u> | <u>After 2080 Hrs.</u> |
|---------------------------------|-------------------|------------------------|------------------------|
| Rates effective January 1, 1996 | 8.54 Minimum | 9.09 Minimum | 9.63 Minimum |

Note: Seasonal Parks employees rates already include pay in lieu of benefits as provided for in the Agreement.

Note: Maintenance Specialist I's will be paid at Range 42, but will be placed on the step that is equal to their current rate of pay.

Effective January 1, 1999, base wage rates shall be increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities, Index, September 1997 - September 1998; provided, however, that the amount produced by the application of the foregoing shall not be less than 2% and not greater than 6%.

1999

Effective January 1, 1998, base wage rates shall be increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities, Index, September 1997; provided, however, that the amount produced by the application of the foregoing shall not be less than 2% and not greater than 6%.

1998

Effective January 1, 1997, base wage rates shall be increased by a percentage factor equal to 90% of the increase in the CPI-W, All Cities, Index, September 1996; provided, however, that the amount produced by the application of the foregoing shall not be less than 2% and not greater than 6%.

1997

Regular Part-Time Employees receive the rate of pay dependent upon where assigned as do the landfill cashiers.

Full-Time scale operators regularly assigned to transfer stations will be paid at the transfer station rate when assigned to landfills. Any site cashier working a transfer station will be paid at the transfer station rate.

| Classification | Rate per Hour |
|---------------------------------|----------------------------|
| Site Cashier Landfill | 13.44 |
| Scale Operator Transfer Station | 14.15 |
| Second Shift Factoria | 14.15 |
| Cedar Hills Scale Operator | 16.30 |
| Cedar Falls Scale Operator | 15.23 |
| | + 10% differential (15.57) |

SOLID WASTE DIVISION
1996

12528

AGREEMENT
by and between
COUNTY OF KING, WASHINGTON
and
Service Employees International Union, Local 6
(Representing Employees in Parks, Pools, Solid Waste and DCFM)
January 1, 1996 through August 14, 1996

THIS AGREEMENT, by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County and Service Employees International Union, Local 6 hereinafter referred to as the Union.

It is understood and agreed by and between the County and the Union that the following terms and conditions shall exist effective January 1, 1996:

- 1. Wage rates in effect on December 31, 1995 shall be increased by 2.25%.
- 2. Maintenance Workers will be paid at Range 33 (previously Range 31).
- 3. Scale Operator (Second Shift Factoria) will be paid a 10% shift differential.
- 4. Window Washers will be paid at Range 34 (previously Range 32)

It is further understood and agreed by and between the County and the Union that effective July 1, 1996, vacation and sick leave accrual rates for full time and regular part time employees shall reflect the new County rates for accrual.

Service Employee
International Union, Local 6

King County

Chris Gals

Michael J. Welch

Date 10/30/96

Date 10/31/96

