



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**July 25, 2011**

**Ordinance 17155**

**Proposed No. 2011-0282.1**

**Sponsors Phillips**

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and Washington State Council of County and City  
4 Employees, Council 2, Local 2084-FM (Facilities  
5 Management Division) representing employees in the  
6 department of executive services; and establishing the  
7 effective date of said agreement.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

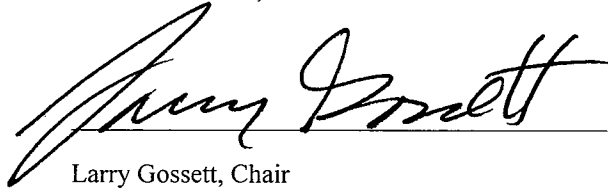
9 SECTION 1. The collective bargaining agreement negotiated by and between  
10 King County and Washington State Council of County and City Employees, Council 2,  
11 Local 2084-FM (Facilities Management Division) representing employees in the  
12 department of executive services and attached hereto is hereby approved and adopted by  
13 this reference made a part hereof.

14            SECTION 2. Terms and conditions of said agreement shall be effective from  
15    January 1, 2011, through and including December 31, 2014.  
16

Ordinance 17155 was introduced on 6/27/2011 and passed by the Metropolitan King  
County Council on 7/25/2011, by the following vote:


Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.  
McDermott  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 5 day of AUGUST, 2011.



Dow Constantine, County Executive

**Attachments:** A. Agreement Between King County and Washington State Council of County and City  
Employees Local 2084-FM, B. Addendum A Washington State Council of County and City Employees,  
Council 2, Local 2084-FM Department of Executive Services, Facilities Management Division, C.  
Addendum B Memorandum of Agreement By and Between King County and Washington State Council  
of County and City Employees, Council 2 Addressing the 2011 Budget Crisis

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KING COUNTY COUNCIL

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**AGREEMENT BETWEEN  
KING COUNTY  
AND  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES  
LOCAL 2084-FM**

ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE ..... 1

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP ..... 3

ARTICLE 3: RIGHTS OF MANAGEMENT ..... 4

ARTICLE 4: WAIVER AND COMPLETE AGREEMENT ..... 5

ARTICLE 5: EMPLOYEE RIGHTS ..... 6

ARTICLE 6: HOLIDAYS ..... 9

ARTICLE 7: VACATIONS ..... 11

ARTICLE 8: SICK LEAVE ..... 14

ARTICLE 9: GENERAL LEAVES ..... 19

ARTICLE 10: HOURS OF WORK AND OVERTIME ..... 22

ARTICLE 11: WORK-OUT-OF-CLASSIFICATION ..... 25

ARTICLE 12: REDUCTION IN FORCE ..... 26

ARTICLE 13: DISPUTE RESOLUTION PROCEDURES ..... 27

ARTICLE 14: NON-DISCRIMINATION ..... 32

ARTICLE 15: WORK SCHEDULE ..... 33

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION ..... 34

ARTICLE 17: TEMPORARY EMPLOYEES ..... 35

ARTICLE 18: TIME, SPACE AND PROPERTY ..... 36

ARTICLE 19: MEDICAL, DENTAL AND LIFE PLAN ..... 37

ARTICLE 20: SAVINGS CLAUSE ..... 38

ARTICLE 21: WAGE RATES ..... 39

ARTICLE 22: SAFETY ..... 41

ARTICLE 23: DURATION ..... 43

ADDENDUM A WAGE ADDENDUM

ADDENDUM B MEMORANDUM OF AGREEMENT ADDRESSING THE 2011 BUDGET  
CRISIS

**AGREEMENT BETWEEN**  
**KING COUNTY**  
**AND**  
**WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES**  
**LOCAL 2084-FM**

These Articles constitute an Agreement between King County (County) and the Washington State Council of County and City Employees (Union), Local 2084-FM (Local).

**ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE**

**1.1 Purpose:** The purpose of this Agreement is to set forth in writing the negotiated wages, hours and working conditions for those employees who are covered by this Agreement.

**1.2 Labor-Management Committee:**

A. The parties agree to establish a Joint Labor-Management Committee (JLMC) which shall be authorized, consistent with applicable laws and the terms of this Agreement, to use principles of interest-based bargaining to interpret, apply, and resolve issues affecting Labor and/or Management.

B. The role of the JLMC is to oversee the tasks and/or committees called for in this Agreement, and those that it establishes, and to provide the necessary coordination on matters involving the following principles:

- To deal jointly with issues
- To maintain and improve labor-management relations and communications
- Establish commitment, mutual trust, and mutual respect
- To help identify and solve problems
- As a forum to exchange information
- To promote the highest degree of efficiency and responsibility in

performance of the work and the accomplishment of the public purpose of the Facilities Management Division (FMD) in the Department of Executive Services (DES)

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- Perform other duties as contained in this Agreement

C. The JLMC will meet at least quarterly unless the parties mutually agree to change the schedule provided that no more than one hundred-twenty (120) days shall elapse between meetings. The parties will develop ground rules and other processes and procedures necessary for conducting LMC meetings.

D. The JLMC does not waive or diminish management rights or union rights. The parties recognize that the JLMC may not be able to resolve every issue.

1.3 Definitions: All words under this Agreement shall have their ordinary and usual meaning except those words that have been defined under K.C.C. 3.12, as amended.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2       **2.1 Recognition:** The County recognizes the Union as the exclusive bargaining  
3 representative for all employees, other than confidential and supervisory employees, whose job  
4 classifications are listed in Addendum A and who work at Youth Services Center (YSC).

5       **2.2 Union Membership:** It shall be a condition of employment that all employees covered by  
6 this Agreement who are members of the Union in good standing on the effective date of this  
7 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition  
8 of employment that all employees covered by this Agreement and hired or assigned into the  
9 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such  
10 employment, become and remain members in good standing in the Union or pay an agency fee.

11       **2.3 Exemption:** In accordance with RCW 41.56.122, employees covered by this Agreement  
12 who are forbidden from joining a Union by bona fide religious beliefs, or tenants or teachings of a  
13 church or religious body, shall contribute an amount equivalent to regular Union dues and initiation  
14 fees to a non religious charity or to another religious charitable organization mutually agreed upon by  
15 the employee affected and the Union. If the employee and the Union do not reach agreement on such  
16 matter, the Public Employment Relations Commission (PERC) shall designate the charitable  
17 organization.

18       **2.4 Dues Deduction:** Upon receipt of written authorization individually signed by an  
19 employee, the County shall have deducted from the pay of such employee the amount of dues as  
20 certified by the business manager of the Union and shall transmit the same to its treasurer.

21       **2.5 Indemnification:** The Union will indemnify, defend and hold the County harmless  
22 against any claims made and against any suit instituted against the County on account of any check-  
23 off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error  
24 on account of the check-off provisions upon presentation of proper evidence thereof.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 It is recognized that the County retains the right, except as otherwise provided in this  
3 Agreement, to manage the business of the County and to direct its workforce. Such functions of the  
4 County include, but are not limited to:

- 5 A. Recruit, examine, select, promote, transfer and train employees of its choosing, and to  
6 determine the times and methods of such actions;
- 7 B. Develop and modify class specifications as well as assignment for the salary range for  
8 each classification and allocate positions to those classifications;
- 9 C. Determine the methods, materials and tools to accomplish the work;
- 10 D. Designate work locations and assign employees to those locations;
- 11 E. Reduce the workforce due to lack of work, funding or other cause consistent with efficient  
12 management;
- 13 F. Discipline, suspend, demote or dismiss regular employees for just cause;
- 14 G. Establish reasonable work rules;
- 15 H. Assign and direct the work, assign the hours of work and assign employees to shifts of its  
16 designation.

17 All of the functions, rights, powers and authority of the County not specifically abridged,  
18 delegated or modified by this Agreement are recognized by the Union as being retained by the  
19 County.

1 **ARTICLE 4: WAIVER AND COMPLETE AGREEMENT**

2       4.1 **Waiver:** The parties acknowledge that during the negotiations resulting in this  
3 Agreement each had the unlimited right and opportunity to make demands and proposals with respect  
4 to any and all subjects or matters not removed by law from the area of collective bargaining and the  
5 understandings and agreements arrived at by the parties after exercise of that right and opportunity are  
6 set forth in this Agreement. The County and the Union each voluntarily and unqualifiedly waive the  
7 right and each agrees that the other shall not be obligated to bargain collectively with respect to any  
8 subject or matter not specifically referred to or covered in this Agreement, even though such subject  
9 or matter may not have been within the knowledge or contemplation of either or both of the parties at  
10 the time they negotiated or signed this Agreement. All rights and duties of both parties are  
11 specifically expressed in this Agreement and such expression is all inclusive. This Agreement  
12 constitutes the entire agreement between the parties and concludes collective bargaining for its terms,  
13 subject only to a desire by both parties to mutually agree to amend or supplement at any time, except  
14 for negotiations over a successor collective bargaining agreement.

15       4.2 **Modification:** Should the parties agree to amend or supplement the terms of this  
16 Agreement, such amendments or supplements shall be in writing and effective when signed by the  
17 parties.



1 **ARTICLE 5: EMPLOYEE RIGHTS**

2 **5.1 Just Cause Standard:** No regular employee shall be disciplined except for just cause.

3 **5.2 Disciplinary Action:**

4 A. Disciplinary action may include written reprimand, demotion, reduction in pay,  
5 suspension or discharge. An employee who is disciplined will be given a copy of the discipline when  
6 issued. A copy of the discipline will also be given to the Union. Warnings and counseling whether  
7 given orally or in writing are not discipline.

8 B. When the County takes disciplinary action the employee shall be given written  
9 notice of such action and, upon written request, reports or documentation will be made available to  
10 the employee.

11 C. An employee attending a disciplinary investigation meeting may have Union  
12 representation present, if requested.

13 **5.3 Personnel Files:**

14 A. The employee and/or a Union representative may examine the employee's  
15 personnel files if the employee so authorizes in writing. Material placed into the employee's files  
16 relating to job performance or personal character shall be brought to his or her attention prior to  
17 placement in the file. The employee may challenge the propriety of including it in the files. If, after  
18 discussion, the County retains the material in the file, the employee shall have the right to insert  
19 contrary documentation into the file, or request the removal of a document that is in the file.

20 B. Unauthorized persons shall not have access to employee files or other personal data  
21 relating to the employee. The Director of FMD/designee will determine staff authorized for access to  
22 personnel files maintained in FMD. All persons with the exception of FMD, Human Resources  
23 Division (HRD), Labor Relations personnel, and Prosecuting Attorney staff shall record access to  
24 employee files.

25 C. Files maintained by supervisors regarding an employee are considered part of the  
26 employee's personnel file and subject to the requirements of applicable laws and any provisions of  
27 this Agreement applicable to personnel files, including allowing employee access to such files.

28 **5.4 Class Specifications:** When the phrase, such as "performs related work as required," is

1 incorporated into the text of an official class specification as a representative example of work, the  
2 assignment of such work on a regular and ongoing basis shall be within the essential duties and  
3 responsibilities of the classification. Except as agreed to by the Union and the County, employees  
4 shall not regularly and on an ongoing basis be assigned duties foreign to their classification.

5 **5.5 Right to Representation:** Employees shall have the right to representation as defined by  
6 law and the terms of this Agreement.

7 **5.6 Mileage:** All employees who have been authorized to use their own transportation on  
8 County business shall be reimbursed at the IRS rate.

9 **5.7 Personal Property:** Employees whose personal property is damaged during the  
10 performance of their duties shall have same repaired or replaced at County expense; provided, that  
11 such reimbursement shall not exceed five hundred dollars (\$500.00) per incident. Paperwork  
12 necessary to process claims covered under this Section will be initiated by the County with due speed  
13 upon receipt of the claim from the employee.

14 **5.8 Subcontracting:** The County will not contract or subcontract work when such action will  
15 cause layoff of regular employees unless it is required by state or federal law.

16 **5.9 Safety Standards:** No employee shall be directed to work in a manner or condition that  
17 does not comply with the minimum accepted safety practices or standards, or in a condition, location  
18 or assignment which would constitute a hazard to the employee's health or well-being.

19 **5.10 Seniority Calculation:** For the purposes of this Agreement, seniority shall be defined as  
20 the length of continuous regular service which includes seniority accrued with the former DYS  
21 without a break in that service.

22 **5.10.1** The calculation of seniority will be accomplished by automatically crediting each  
23 employee at the beginning of the calendar year with the number of regular hours s/he would be  
24 scheduled to work during the remainder of the calendar year based on his/her employment status as a  
25 full-time employee. Any leave-without-pay hours will then be subtracted from the total employment  
26 and classification time as it is taken throughout the calendar year.

27 **5.10.2** Part-time regular employees will accrue seniority based on the number of regular hours  
28 compensated during the calendar year, not to exceed a full-time accrual rate.

1           **5.10.3** No employee shall lose seniority due to an absence caused by an on-the-job injury or  
2 otherwise as provided by law (i.e., military leave, FMLA).

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1 **ARTICLE 6: HOLIDAYS**

2 **6.1 Celebrated Holidays:**

3 A. All regular, probationary, provisional and term-limited temporary employees shall  
4 be granted the following holidays with pay:

<i>Holiday</i>	<i>Date Celebrated</i>
New Year's Day	January 1st
Martin Luther King Jr's Birthday	Third Monday in January
President's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas Day	December 25th

17  
18 and any day as declared by the president or governor and as approved by the Council.

19 B. Whenever a holiday falls upon a Sunday, the following Monday shall be observed  
20 as a holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

21 **6.2 Personal Holidays:** Regular, probationary, provisional and term-limited temporary  
22 employees shall receive two (2) additional personal holidays to be administered through the vacation  
23 plan. One (1) day shall be accrued on the first of October and one (1) day shall be accrued on the first  
24 of November of each year. These days may be used in the same manner as any vacation day earned.

25 **6.3 Part-time Scheduled Employees:** Regular, probationary, provisional and term-limited  
26 temporary employees who work a part-time schedule receive paid holidays prorated based on their  
27 work schedule consistent with Sections 6.1 and 6.2.

28 **6.4 Holiday Compensation:**

1           A. Full-time employees who are eligible for holiday pay shall receive time and one-  
2 half (1-1/2) their regular rate of pay for all hours worked on a holiday listed in Section 6.1.A. above.  
3 This holiday compensation for hours actually worked on a holiday shall be in addition to the eight (8)  
4 straight time hours of holiday pay. Employees who do not work the holiday shall either receive an  
5 additional day's pay at their regular, straight-time hourly rate or shall at their option receive a  
6 substitute holiday, use of which must be scheduled five (5) days in advance. Substitute holidays not  
7 taken off within one (1) year of the holiday shall be compensated for in cash.

8           B. Part-time employees who are eligible for holiday pay and are assigned to work on a  
9 holiday shall be paid holiday compensation (1-1/2 the regular rate of pay) for the actual hours worked.  
10 In addition to the holiday compensation for actual hours worked, the employees shall receive holiday  
11 pay for holidays which fall on regularly scheduled working days and the holiday pay shall be pro-  
12 rated based on the employees regularly scheduled working hours. Employees will not be  
13 compensated for holidays falling on days which they are not regularly scheduled to work.

14           **6.5 Holiday Staffing:** The County may use reduced staffing on holidays consistent with  
15 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating  
16 through the list of employees by classification and seniority. If there are insufficient volunteers,  
17 employees will be selected by the County using a rotation process. Employees may exchange  
18 assigned holidays so long as the County incurs no additional costs. Employees proposing the  
19 exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the  
20 holiday. Any exchange of holiday assignments will obligate both employees to work those days  
21 which they have exchanged.  
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1 **ARTICLE 7: VACATIONS**

2 **7.1 Vacation Leave Accrual Schedule:**

3 A. Effective upon implementation of this agreement, regular, probationary,  
4 provisional and term-limited temporary employees shall accrue vacation leave benefits as described in  
5 the following table:

Full Years of Service		
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year and beyond	26	30

25 **7.2 Part-time Employees:** Regular, probationary, provisional and term-limited temporary  
26 employees who work a part-time schedule shall accrue vacation leave in accordance with the leave  
27 schedule set forth in Section 7.1; provided, however, such accrual rates shall be prorated to reflect  
28 his/her normally scheduled workweek.

1           **7.3 Vacation Accrual:** Employees eligible for vacation leave shall accrue vacation leave  
2 from their date of hire. Employees may accrue vacation leave each pay-period which may not be used  
3 until earned.

4           **7.4 Vacation Eligibility:** Employees eligible for vacation leave shall not be eligible to take or  
5 be paid for vacation leave until they have successfully completed their first six (6) months of County  
6 service in a paid leave eligible position. If they leave County employment prior to successfully  
7 completing their first six (6) months of County service, they shall forfeit and not be paid for accrued  
8 vacation leave.

9           **7.5 Vacation Payout:** Employees eligible for vacation leave shall be paid for accrued  
10 vacation leave to their date of separation up to the maximum accrual amount if they have successfully  
11 completed their first six (6) months of County service in a paid leave eligible position. Payment shall  
12 be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of  
13 leaving County employment less mandatory withholdings. This vacation leave cash-out provision is  
14 subject to the adoption of a Voluntary Employee Beneficiary Association (VEBA) by members of this  
15 bargaining unit as provided in the King County Code.

16           **7.6 Vacation Requests:**

17           A. One vacation preference request will be granted for a single period of consecutive  
18 work days off for vacation for a period beginning April 1 and ending the following March 31. Such  
19 request must be received by the County no later than March 1. The vacation preference request shall  
20 be made on a FMD form. The vacation preference request shall be granted on the basis of seniority  
21 within each classification provided that essential facility operations are properly staffed at all times.  
22 Employees will be notified by April 1 in regard to approval or disapproval of their requests.

23           B. Vacation requests received after March 1 shall be considered and approved on the  
24 basis of date of request. Employees shall be advised within thirty (30) days of the date of the request  
25 as to approval or disapproval of the request.

26           **7.7 Maximum Accrual:** Employees eligible for vacation leave may accrue up to sixty (60)  
27 days vacation prorated to reflect their normally scheduled work-day. Employees eligible for vacation  
28 leave shall use vacation leave beyond the maximum accrual amount prior to December 31 of each

1 year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of  
2 the vacation leave beyond the maximum amount unless the manager/designee has approved a  
3 carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as  
4 may be in the best interests of the County.

5 **7.8 Payout on Separation due to Death:** In cases of separation from County employment by  
6 death of an employee with accrued vacation leave and who has successfully completed his/her first  
7 six (6) months of County service in a paid leave eligible position, payment of unused vacation leave  
8 up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as  
9 provided for by state law, RCW Title 11.

10 **7.9 Vacation rate on Return:** If a regular employee eligible for vacation leave resigns from  
11 County employment or is laid off and subsequently returns to County employment within two (2)  
12 years from such resignation or layoff, as applicable, the employee's prior County service shall be  
13 counted in determining the vacation leave accrual rate under Section 7.1.

14 **7.10 Partial Payments:** Vacation leave may be used in quarter (1/4) hour increments.

15 **7.11 Limited use on Probation:** Employees who are in a probationary period as a result of  
16 promotion shall be entitled to use vacation time accrued in their prior position while they are in a  
17 probationary status in their new position subject to the approval of the manager/designee. This  
18 provision does not limit the ability of employees to use accrued leave for a qualifying event under the  
19 Washington Family Care Act or as otherwise provided by law.



1 **ARTICLE 8: SICK LEAVE**

2       **8.1 Sick Leave:** Regular, probationary, provisional and term-limited temporary employees will  
3 accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime  
4 up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not  
5 previously earned.

6       **8.2 Vacation as an extension of Sick Leave:** During the first six (6) months of service in a paid  
7 leave eligible position, eligible employees may, at the manager/designee's discretion, use any accrued  
8 days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months  
9 in a paid leave eligible position, any vacation leave used for sick leave must be reimbursed to the  
10 County upon termination. This provision does not limit the ability of employees to use accrued leave  
11 for a qualifying event under the Washington Family Care Act.

12       **8.3 Partial Day Increments:** Sick leave may be used in one quarter (1/4) hour increments.

13       **8.4 Unlimited Accrual:** There will be no limit to the hours of sick leave benefits accrued by  
14 paid leave eligible employee.

15       **8.5 Restoration following Separation:** Separation from employment except by reason of  
16 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the paid  
17 leave eligible employee as of the date of separation. Should a regular employee resign in good standing,  
18 be laid off or separated for non-disciplinary medical reasons and return to County employment within  
19 two (2) years, his/her accrued sick leave will be restored.

20       **8.6 Pay upon Separation:** A paid leave eligible employee who has successfully completed at  
21 least five (5) years of County service and who retires as a result of length of service or who separates by  
22 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount  
23 equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the  
24 employee's rate of pay in effect upon the date of leaving County employment, less mandatory  
25 withholdings. This sick leave cash-out provision is subject to the adoption of a Voluntary Employee  
26 Beneficiary Association (VEBA) by members of this bargaining unit as provided in the King County  
27 Code.

28       **8.7 Leave Without Pay for Health Reasons:** An employee must use all of his/her sick leave

1 before taking unpaid leave for his/her own health reasons. If the injury is compensable under the  
 2 County's workers compensation program, then the employee has the option to augment or not  
 3 augment time loss payments with the use of his/her accrued sick leave.

4 **8.8 Leave Without Pay for Family Reason:** For a leave for family reasons, the employee  
 5 will choose at the start of the leave whether the particular leave would be paid or unpaid (see Section  
 6 8.11); but, when an employee chooses to take paid leave for family reasons s/he may set aside a  
 7 reserve of up to eighty (80) hours of accrued sick leave.

8 **8.9 Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her  
 9 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
 10 by his/her manager/designee.

11 **8.10 Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

12 A. The employee's bona fide illness; provided, that an employee who suffers an  
 13 occupational illness may not simultaneously collect sick leave and worker's compensation payments  
 14 in a total amount greater than the net regular pay of the employee;

15 B. The employee's incapacitating injury, provided that:

16 1. An employee injured on the job may not simultaneously collect sick leave  
 17 and worker's compensation payments in a total amount greater than the net regular pay of the  
 18 employee; though an employee who chooses not to augment his/her worker's compensation time loss  
 19 pay through the use of sick leave will be deemed on unpaid leave status;

20 2. An employee will augment workers compensation payments with the use of  
 21 accrued sick leave unless s/he notifies the workers compensation office in writing at the beginning of  
 22 the leave otherwise;

23 3. An employee may not collect sick leave and worker's compensation time  
 24 loss payments for physical incapacity due to any injury or occupational illness that is directly  
 25 traceable to employment other than with the County.

26 C. Exposure to contagious diseases and resulting quarantine.

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

1 E. The employee's medical, ocular or dental appointments, provided that the  
2 employee's manager/designee has approved the scheduling of sick leave for such appointments.

3 F. To care for the employee's eligible child if the child has an illness or health  
4 condition which requires treatment or supervision from the employee;

5 G. To care for other family members under the King County Family Medical Leave,  
6 if:

7 1. The employee has been employed by the County for twelve (12) months or  
8 more and has worked a minimum of one thousand and forty (1040) hours in the preceding twelve (12)  
9 months,

10 2. The family member is the employee's spouse or domestic partner, the  
11 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,  
12 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the  
13 employee, the employee's spouse or domestic partner; and,

14 3. The reason for the leave is one of the following:

15 a. The birth of a son or daughter and care of the newborn child, or  
16 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken  
17 within twelve (12) months of the birth, adoption or placement;

18 b. The care of the employee's child or child of the employee's spouse  
19 or domestic partner whose illness or health condition requires treatment or supervision by the  
20 employee; or

21 c. Care of a family member who suffers from a serious health  
22 condition.

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

24 **8.11 Unpaid Leave:** An employee may take a total of up to eighteen (18) work weeks unpaid  
25 leave for his or her own serious health condition, and for family reasons as provided in Sections  
26 8.10.F and 8.10.G combined, within a twelve (12) month period. The leave may be continuous,  
27 which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed.  
28 Intermittent leave is subject to the following conditions:

1           **A. Birth or Adoption:** When a leave is taken after the birth or placement of a child  
 2 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule  
 3 only if authorized by the employee's manager/designee.

4           **B. Reduced Schedules:** An employee make take leave intermittently or on a reduced  
 5 schedule when medically necessary due to a serious health condition of the employee or family  
 6 member of the employee; and

7           **C. Temporary Transfer:** If an employee requests intermittent leave or leave on a  
 8 reduced leave schedule, under Section 8.11.B. above, that is foreseeable based on planned medical  
 9 treatment, the manager/designee may require the employee to transfer temporarily to an available  
 10 alternative position for which the employee is qualified and that has equivalent pay and benefits and  
 11 that better accommodates recurring periods of leave than the regular position of the employee.

12           **8.11.1 Concurrent Time:** Use of donated leave will run concurrently with the eighteen (18)  
 13 workweek family medical leave entitlement.

14           **8.11.2 Insurance Premiums:** The County will continue its contribution toward health care  
 15 during any unpaid leave taken under Section 8.11.

16           **8.11.3 Return to Work from Unpaid Leave:** An employee who returns from unpaid family  
 17 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

18           A. The same position s/he held when the leave commenced; or

19           B. A position with equivalent status, benefits, pay and other terms and conditions of  
 20 employment; and

21           C. The same seniority accrued before the date on which the leave commenced.

22           **8.11.4 Failure to Return to Work:** Failure to return to work by the expiration date of the  
 23 leave of absence may be cause for removal and result in termination of the employee from County  
 24 service.

25           **8.12 Provider Certification:** The manager/designee and employee is responsible for the  
 26 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
 27 be reasonably required to substantiate the health condition of the employee or family member for  
 28 leave requests.

1           **8.13 Definition of Child:** For purposes of this Article, a child means a biological, adopted or  
2 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,  
3 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of  
4 self care because of mental or physical disability.

5           **8.14 Family Leave:** Employees may use available paid leave, including accrued vacation and  
6 sick leave, to care for a family member in accordance with the Washington Family Care Act (RCW  
7 49.12.270).

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1 **ARTICLE 9: GENERAL LEAVES**

2 **9.1 Donation of Leaves:** Donation of vacation leave hours and donation of sick leave hours.

3 **A. Vacation leave hours:**

4 **1. Approval Required:** An employee eligible for paid leave may donate a  
5 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such  
6 donation will occur upon written request to and approval of the donating and receiving employee's  
7 department director(s), except that requests for vacation donation made for the purposes of  
8 supplementing the sick leave benefits of the receiving employee will not be denied unless approval  
9 would result in a departmental hardship for the receiving department.

10 **2. Limitations:** The number of hours donated will not exceed the donor's  
11 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted  
12 where it would cause the employee receiving the transfer to exceed his/her maximum vacation  
13 accrual.

14 **3. Return of Unused Donations:** Donated vacation leave hours must be used  
15 within ninety (90) calendar days following the date of donation. Donated hours not used within  
16 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated  
17 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.  
18 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

19 **B. Sick leave hours:**

20 **1. Written Notice Required:** An employee eligible for paid leave may  
21 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon  
22 written notice to the donating and receiving employee's department director(s).

23 **2. Minimum Leave Balance Required (Donor):** No donation will be  
24 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the  
25 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)  
26 hours of his/her accrued sick leave in a calendar year.

27 **3. Return of Unused Donations:** Donated sick leave hours must be used  
28 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

1 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from  
 2 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions  
 3 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be  
 4 accrued sick leave hours.

5 **C. No Solicitation:** All donations of vacation and sick leave made under this Article  
 6 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or  
 7 any other compensation or benefits in exchange for donating vacation or sick leave hours.

8 **D. Conversion Rate:** All vacation and sick leave hours donated will be converted to  
 9 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar  
 10 value will then be divided by the receiving employee's hourly rate to determine the actual number of  
 11 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's  
 12 straight time hourly rate at the time of reconversion. An employee eligible for paid leave benefits  
 13 may donate accrued vacation and/or sick leave in accordance with procedures set forth under Chapter  
 14 3.12.223 of the King County Code (K.C.C.).

15 **9.2 Leave - Organ Donors:** The manager/designee shall allow all employees eligible for paid  
 16 leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures such  
 17 as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take five  
 18 (5) days paid leave, which shall not be charged to sick or vacation leaves.

19 **9.3 Bereavement Leave:**

20 **A.** Employees eligible for paid leave benefits shall be entitled to three (3) working  
 21 days of bereavement leave a year, due to death of members of their immediate family.

22 **B.** Employees eligible to accrue paid leave benefits who have exhausted their  
 23 bereavement leave, shall be entitled to use sick leave in the amount of three (3) days for each instance  
 24 when death occurs to a member of the employee's immediate family.

25 **C.** In cases of family care where no sick leave benefit exists, the employee may use  
 26 vacation leave, compensatory time or may be granted leave without pay.

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

1 leave account nor bereavement leave credit.

2 E. For the purposes of this Section, a member of the immediate family is as follows:  
3 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild  
4 of the employee, employee's spouse or employee's domestic partner.

5 **9.4 Leave – Examinations:** Employees eligible for paid leave benefits shall be entitled to  
6 necessary time off with pay for the purpose of participating in County qualifying or promotional  
7 examinations. This shall include time required to complete any required interviews.

8 **9.5 Jury Duty:**

9 A. Employees eligible for paid leave benefits who are ordered on a jury shall be  
10 entitled to their regular County pay; provided, that fees for such jury duty are deposited, exclusive of  
11 mileage, with the Finance and Business Operations Division (FBOD) of DES. Employees shall  
12 report back to their supervisor on their next scheduled workday when dismissed from jury service.

13 **9.6 School Volunteer:** Employees eligible for paid leave benefits shall be allowed the use of  
14 up to three (3) days of sick leave each year to allow employees to perform volunteer services at the  
15 school attended by the employee's child.

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1 **ARTICLE 10: HOURS OF WORK AND OVERTIME**

2       **10.1 Standard Schedule:** The standard workweek shall consist of forty (40) hours. The  
 3 normal workday shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days.  
 4 Every effort will be made to accommodate an employee request for alternative work schedules.  
 5 County denial of alternative work schedules will be made on the basis of operational need and the  
 6 decision to deny the requested alternative schedule will be communicated to the Union.

7       **10.1.1 Alternative Standard Schedule:** The alternate standard workweek schedule shall be a  
 8 four (4) day, ten (10) hour day with three (3) consecutive days off. The County maintains the right to  
 9 switch the work schedule to a five (5) day, eight (8) hour workweek during holiday weeks, as  
 10 recognized under Article 6.

11       **10.2 Alternative Schedule:** The parties agree that alternate work schedules may be utilized  
 12 that are mutually agreed upon in writing by the employee and the manager/designee.

13       **10.3 Overtime Payment:**

14           A. Except as otherwise provided in this Article, employees shall be paid at an  
 15 overtime rate of time and one-half (1.5X) their regular rate of pay for all hours worked in excess of  
 16 forty (40) compensable hours per week.

17           B. Overtime work shall require prior approval of the employee's supervisor.

18       **10.4 Compensatory Time:** An employee may request, and with approval of the  
 19 manager/designee, may receive time off in lieu of overtime pay. Such time to be on a time and one  
 20 half (1.5X) basis as provided under Section 10.3.

21       **10.5 Call-Out:** A minimum of four (4) hours at the overtime rate shall be paid for each call-  
 22 out. Where such overtime exceeds four (4) hours, the actual hours worked shall be compensated at  
 23 the overtime rates. A call-out shall be defined as that circumstance when an employee, having  
 24 completed the assigned shift and departed the premises, is requested by the County to return to work.  
 25 The time actually spent at the workplace shall be compensated for in accordance with this Article.  
 26 The provisions of this Section shall not apply to meeting and training sessions requiring a return to  
 27 work.

28       **10.6 Overtime Assignment:** The JLMC is authorized to modify overtime assignment

1 procedures as necessary. If the modification changes the following procedures, the parties will  
2 execute a memorandum of agreement memorializing their agreement and its modification of this  
3 Agreement.

#### 4 **A. Criteria**

5 Overtime work will be assigned according to the following criteria in order of importance:

6 **1. Availability:** If an employee wants to be called for overtime work, he/she  
7 must sign up on the overtime list for each classification.

8 **2. Ability to perform the task at hand:** The Maintenance Supervisor will  
9 decide which employees are qualified and possess the skills and abilities required to perform the  
10 overtime work. The time it may take for an employee to arrive at the job may also be considered.

11 **3. Equalization of Overtime Hours:** Every effort will be made to offer  
12 overtime work equally among employees within their classifications who are registered for overtime  
13 work.

#### 14 **B. Registering for Overtime Work**

15 **1.** Custodians and Maintenance Constructors who want to work overtime work  
16 must make their interest known in writing to the supervisor.

17 **2.** An employee must give his/her name and the telephone number(s) at which  
18 he/she can be reached. It is the employee's responsibility to assure that their personal contact  
19 information is current.

20 **3.** An employee will be removed from the over time list when any of the  
21 following occur:

22 **3.1** An employee requests removal from the overtime list by notifying  
23 the supervisor in writing;

24 **3.2** An employee's contact information does not work or it is out-of-  
25 date; or

26 **3.3** An employee refuses six overtime assignments in a three-month  
27 period.

#### 28 **C. Overtime Work Notification Procedure**

1                   1. The Maintenance Supervisor will decide when overtime work is required,  
2 the appropriate employee classification required, and the skills and abilities necessary to perform the  
3 work.

4                   2. Custodians and Maintenance Constructors on the overtime list and qualified  
5 to do the available work will be called in the following order:

6                         2.1 The Maintenance Supervisor will call the Custodian or  
7 Maintenance Constructor as appropriate, rotating through the list of employees by seniority.

8                         2.2 The Maintenance Supervisor will continue calling available  
9 employees in the required classification until he/she is able to contact an employee available to  
10 perform the work. The Maintenance Supervisor may, at his/her discretion, leave messages and permit  
11 responses within a designated time period for employees who do not answer their telephones when  
12 called.

13                         2.3 Employees who are not registered on the overtime list may be  
14 called if there is an insufficient number of registered employees available to perform the overtime  
15 work. When such mandatory overtime work is required, the least senior employee in the required  
16 classification will be assigned the work.

17                   3. The Maintenance Supervisor will keep a record of employees called for  
18 overtime work and their responses.

1 **ARTICLE 11: WORK-OUT-OF-CLASSIFICATION**

2           **11.1** All work out of the employee's regular classification shall be assigned in writing by the  
3 manager/designee prior to the work being performed.

4           **11.2** A regular employee may be assigned to work temporarily in another classification. Such  
5 temporary assignments may include but are not limited to backfilling vacancies for employees on  
6 long-term absences or for positions vacant during the pendency of a recruitment process.

7           **11.3** The duration of such assignments shall not exceed six (6) consecutive calendar months;  
8 provided that assignments involving backfilling for employees on long-term absences and medical  
9 leaves will continue for the duration of the absent employee's leave. Additionally, the County and the  
10 Union may mutually agree to extensions of the time limit for other out-of-class assignments.

11           **11.4 Recruitment:**

12           **11.4.1** The County will circulate among all regular employees a description of the nature of  
13 the assignment, the duration of the assignment, the applicable hourly wage rate, work schedule, and  
14 desirable qualifications. Interested employees will be invited to apply.

15           **11.4.2** The nature of the application, and the selection process will be determined by the  
16 County.

17           **11.4.3** The director/designee will make the final decision.

18           **11.5 Compensation:** Regular employees who work an out of classification shall be  
19 compensated as follows.

20           **11.5.1** Employees who work an out of classification assignment outside of their normal  
21 classification where the pay range is greater than their current classification will receive a five percent  
22 (5%) increase or Step 1 of the new classification, whichever is greater, not to exceed the top step.

23           **11.5.2** Employees who work an out of classification assignment outside of their normal  
24 classification where the pay range is less than their current classification will receive their normal rate  
25 of pay for the duration of the assignment.

26           **11.6 Seniority:** Regular employees who work out of classification shall continue to accrue  
27 seniority within their regular classification.

1 **ARTICLE 12: REDUCTION IN FORCE**

2       **12.1 Layoff:** Regular employees selected for layoff as a result of efficiencies, lack of funds  
3 and/or a lack of work shall be laid off according to seniority in their classification.

4       **12.2 Seniority Tie-Breaker:** In the event there are two or more regular employees with the  
5 same classification seniority, the layoff shall be based upon total employment seniority accrued with  
6 FMD including seniority accrued with the former DYS. If the employment seniority is tied, then the  
7 County will decide.

8       **12.3** An employee subject to layoff may bump the least senior person in a lower classification  
9 within the YSC unit in which s/he has held regular status if qualified to perform the available work.

10       **12.4 Re-call Rights:** Regular employees laid off shall have recall rights to any vacant  
11 position within their classification for up to two (2) years from the date of layoff. In such cases, the  
12 seniority status accrued at the time of layoff shall be reinstated when the employee returns to regular  
13 employment within the bargaining unit.

14       **12.5 Cash Out Upon Layoff:** Regular employees shall be paid in cash upon layoff from  
15 County employment for any vacation accrued or may elect to retain their accrued vacation for one (1)  
16 year to be restored to the employee when recalled to work. If the employee is not recalled within one  
17 (1) year, a cash payment shall be made for the accrued amount.

**ARTICLE 13: DISPUTE RESOLUTION PROCEDURES**

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

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

**13.3 Definitions:**

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

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

**13.4 Procedure:**

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

**B. Step 2.** If a grievance cannot be resolved at Step 1, the matter may be referred to the Division Director for resolution. To be considered timely, this referral must occur within twenty-one (21) days of the response at Step 1. The referral shall be in writing from the Union and shall describe the specific event(s) giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought.

1. The Division Director or his/her designee, the employee, and the Union

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

5                   2. If the Union representative, the employee, and the Division Director are  
6 unable to reach agreement resolving the grievance, the decision of the Division Director shall be  
7 presented to the employee and the Union in writing within thirty-five (35) calendar days of the  
8 referral to Step 2.

9                   **C. Step 3.** If a grievance cannot be resolved at Step 2, the matter may be referred to  
10 the Director of Labor Relations/designee for resolution. To be considered timely, this referral must  
11 occur within twenty-one (21) days of the response at Step 2. The referral shall be in writing from the  
12 Union and shall describe the specific event(s) giving rise to the grievance, the section(s) of the  
13 Agreement allegedly violated, and the remedy sought.

14                   1. The Director or his/her designee, the employee, and the Union  
15 representative will work to resolve the grievance within thirty (30) days of its referral to Step 3.  
16 During this process, mediation may be used with the agreement of the Director/designee and the  
17 Union representative. If mediation is agreed to, a mediator will be selected from a mutually agreeable  
18 source.

19                   2. If the Union representative, the employee, and the Director/designee are  
20 unable to reach agreement resolving the grievance, the decision of the Director shall be presented to  
21 the employee and the Union in writing within thirty-five (35) calendar days of the referral to Step 3.

22                   **D. Step 4.** Any grievance not resolved at Step 3 may be submitted to arbitration. Any  
23 such submittal must occur within twenty-one (21) days of the Director of Labor Relations'/designee's  
24 Step 3 decision and must specify the exact question to be arbitrated or the grievance shall be  
25 presumed resolved. The Director of Labor Relations/designee will continue to be the Union's contact  
26 if arbitration is requested.

27                   **13.5 Arbitration Procedure:** Should arbitration be necessary either after an attempt to  
28 mediate the grievance or directly after Step 3, the parties shall select a third disinterested party to

1 serve as arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the  
 2 arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration  
 3 Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), whichever source is  
 4 mutually acceptable. The arbitrator will be selected from the list by both the County representative  
 5 and the Union, each alternately striking a name from the list until only one name remains. The party  
 6 to strike first will be determined by a coin toss. The arbitrator shall be asked to render a decision  
 7 promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

17           **13.6 Alternative Dispute Resolution Procedures:**

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

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

26                   1. A meeting will be arranged by the Union Representative, FMD management  
 27 representative and HRD representative (or their designees) to attempt to resolve the matter.

28                   2.       a. The meeting will include a mediator(s) and the affected parties.



1                   b. The parties may mutually agree to other participants such as Union  
2 and management representatives or subject matter experts.

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

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

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

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

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

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

14                  **13.7 Institutional Disputes:** After informal attempts to resolve institutional disputes, if  
15 either the Union or management wishes to raise a dispute as to the application of this agreement, an  
16 institutional grievance may be filed with the other party.

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

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

25                  **13.8 Exclusive Process:** The right to process and settle grievances arising out of any  
26 provision of this Agreement is wholly, to the exclusion of any other means available, dependent upon  
27 the provisions of this Article. The Union and the County agree to act promptly and fairly in all  
28 grievances.

1           **13.9 Probationary Employees:** All newly hired and promoted regular employees must serve  
2 a probationary period as defined in the Personnel Guidelines. As those Guidelines specify that the  
3 probationary period is an extension of the hiring process, the provisions of this Article will not apply  
4 to employees if they are discharged during their initial probationary period or are demoted during the  
5 promotional probationary period for not meeting the requirements of the classification. Grievances  
6 brought by probationary employees involving issues other than discharge or demotion may be  
7 processed in accordance with this Article.

8           **13.10 Temporary Employee Right to Grieve:** Seasonal, temporary, and term-limited  
9 temporary employees are employed at will and shall have no right to grieve discipline and discharge.  
10 Grievances brought by seasonal, temporary, and term-limited temporary employees involving issues  
11 other than discipline and discharge may be processed in accordance with this Article.

12           **13.11 Time Limits:** The time limits set forth in this Article may be extended upon written  
13 consent of both parties. Unless a written extension has been granted, failure of the grievant to pursue  
14 the grievance to the appropriate step within the time limits set forth herein shall constitute a waiver of  
15 the grievant's right to pursue the grievance to the next step. Failure of the County to respond to the  
16 grievant within the time limits set forth herein shall automatically move the grievance to the next step  
17 with notice provided to the management person at the next applicable step by the Union.

18           **13.12 Step for Filing:** A grievance may be filed at any step that is mutually agreed upon in  
19 writing by the County and the Union.

20           **13.13 Waiver of Steps:** The Union and County may agree in writing to waive any of the  
21 above steps.

1 **ARTICLE 14: NON-DISCRIMINATION**

2           The County or the Union shall not unlawfully discriminate against any employee with respect  
3 to compensation, terms, conditions or privileges of employment because of race, color, creed,  
4 religion, national origin, age, sex, sexual orientation, marital status, physical, mental or sensory  
5 disability. Employees may process a grievance dealing with unlawful discrimination to Step 3 of the  
6 grievance procedure as described in Article 13. The parties may mutually agree to proceed to the  
7 alternative dispute resolution procedures as described in Article 13. Failing to reach a settlement,  
8 employees may take the issues under this Article to the appropriate agency for adjudication.

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1 **ARTICLE 15: WORK SCHEDULE**

2           **15.1** All newly established regular work schedules (days of work), shifts (hours of work), and  
3 vacant positions in the work unit will be posted for at least fourteen (14) consecutive days.

4 Employees within the specific classification will have the opportunity to bid by seniority order for the  
5 work schedule, shift, or vacancy. Absent adequate interest, the County may assign employees within  
6 the classification in the affected work unit to the remaining work schedules, shifts or vacancies by  
7 using inverse order of seniority.

8           **15.2** The manager/designee may temporarily change an employee's work schedule and/or  
9 shift for planned projects. In the event the employee declines the changed schedule, the least senior  
10 employee in the classification will work the changed schedule. Such change will normally require at  
11 least two (2) weeks notice to the employee.

12           **15.3** The County may temporarily adjust an employee's work schedule and/or shift to  
13 accommodate unplanned projects, emergency repairs, or temporary changes in the hours of operation  
14 of the YSC and its tenants. Such temporary adjustments shall not exceed four (4) consecutive weeks  
15 duration. The County will, when possible, provide at least forty-eight (48) hours advance notice to an  
16 employee(s) before implementing a temporary schedule or shift time adjustment. If the notice to the  
17 employee(s) is less than forty-eight (48) hours, the first adjusted shift will be paid at the overtime rate  
18 of pay. The County will first ask for a qualified volunteer(s). If there is an insufficient number of  
19 volunteers, the County will assign an employee(s) by inverse order of seniority.

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1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2       **16.1 No Work Stoppages:** The County and the Union agree that the public interest requires  
3 efficient and uninterrupted performance of County services and to this end pledge their best efforts to  
4 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or  
5 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily  
6 assigned duties, sick leave absence which is not bona fide, or other interference with County  
7 functions by employees under this Agreement and, should same occur, the Union agrees to take  
8 appropriate steps to end such interference. Any concerted action by employees shall be deemed a  
9 work stoppage if any of the above activities have occurred.

10       **16.2 Union's Responsibilities:** Upon notification in writing by the County to the Union that  
11 any of its members are engaged in work stoppage, the Union shall immediately, in writing, order such  
12 members to immediately cease engaging in such work stoppage and provide the County with a copy  
13 of such order. In addition, if requested by the County, a responsible official of the Union shall  
14 publicly order such employees to cease engaging in such a work stoppage.

15       **16.3 Disciplinary Action:** Any employee who commits any act prohibited in this Article will  
16 be subject to the following action or penalties:

17           A. Discharge.

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

1 **ARTICLE 17: TEMPORARY EMPLOYEES**

2           17.1 The starting times, work schedules and work location for temporary employees shall be  
3 determined by the manager/designee.

4           17.2 Temporary employees shall not accrue seniority. However, provided there is no break in  
5 service, temporary employees who are subsequently hired as regular employees shall be able to apply  
6 fifty percent (50%) of straight-time hours worked in temporary positions toward the probationary  
7 period required of all new regular employees. Credit for hours worked shall be rounded to the nearest  
8 half month.

9           17.3 Temporary employees, except term-limited temporary, shall not be eligible to receive  
10 insured benefits or paid leave except if they meet the criteria provided under KCC 3.12.040(C).

11           17.4 **Overtime:** Temporary employees shall be compensated at one and one-half (1-1/2)  
12 times the regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek.  
13 The workweek is defined as Sunday through Saturday.

1 **ARTICLE 18: TIME, SPACE AND PROPERTY**

2           **18.1 Work Time:** Work time shall not be used for Union business, except as authorized by  
3 the manager/designee for those Union officers necessary for the processing of grievances or handling  
4 representational responsibilities.

5           **18.2 Leave Of Absence:** An employee elected or appointed to office in the Union which  
6 requires a part or all of his/her time may be given leave of absence without pay upon application and  
7 approval of the manager/designee.

8           **18.3 Facilities:** FMD space and facilities may be used by the Union for the purpose of  
9 holding meetings subject to the established policies governing the use of facilities.

10           **18.4 Material:** FMD supplies and equipment shall not be used in performing any function  
11 related to the activities of the Union.

12           **18.5** The Union may post on County bulletin boards official Union material providing there is  
13 sufficient space beyond what is required by the County for "normal" operations.

14           **18.6** The Union may use email for jointly communicating information which the County has  
15 an interest such as: general meeting announcements and scheduling, labor/management committee  
16 communiqués (agendas, minutes, announcements and scheduling), and other like information.

1 **ARTICLE 19: MEDICAL, DENTAL AND LIFE PLAN**

2           The County will provide medical, dental, life, disability, and vision benefits for regular,  
3 probationary, provisional and term-limited temporary employees and their eligible dependents as  
4 determined by the Labor-Management Insurance Committee or its successor.

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1 **ARTICLE 20: SAVINGS CLAUSE**

2           Should any part hereof or any provision in this Agreement 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 portion of this Agreement shall not invalidate the  
5 remaining portions hereof; provided, however, upon such invalidation the parties agree to meet within  
6 thirty (30) calendar days and negotiate such parts or provisions affected. The remaining parts or  
7 provisions of this Agreement shall remain in full force and effect.

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1 **ARTICLE 21: WAGE RATES**

2 **21.1 Pay Ranges:** Pay ranges for each classification is set forth in Addendum A.

3 **21.2 Step Increases:**

4 A. Upon successful completion of a six (6) month probationary period, an employee  
5 shall be advanced to the next step. If the probationary period is for one (1) year, the employee shall  
6 be advanced to the next step upon satisfactory completion of the first six (6) months of employment.

7 B. Annual step increases will be given after the first increase described in Section  
8 21.2.A, if the employee's work performance and work habits are satisfactory, and until such time that  
9 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the  
10 discretion of the manager/designee.

11 **21.3 COLA:** COLA adjustments will be in accordance with Addendum B.

12 **21.4 Biweekly Payroll:** The parties agree the County has the right to implement a common  
13 biweekly payroll system that will standardize pay practices and Fair Labor Standard Act work weeks.  
14 The parties agree that applicable provisions of the collective bargaining agreement may be re-opened  
15 at any time during the life of this agreement by the County for the purpose of negotiating these  
16 standardized pay practices, to the extent required by law.

17 **21.5 Lead Worker:** An employee designated in writing by the Division Director/designee as  
18 "lead worker" shall receive a seven percent (7%) premium in addition to the base wage for all time  
19 assigned. It is understood by the parties that the County may re-open this article for the purpose of  
20 negotiating implementation of a "lead worker" classification.

21 **21.6 Custodian-Floor Care:** An employee assigned in writing by the Division  
22 Director/designee to exclusively perform floorcare shall receive a seven percent (7%) premium in  
23 addition to the base wage for all time so assigned.

24 **21.7 On-Call:** All employees required to carry notification devices (pagers or "beepers")  
25 during their normally scheduled time off shall be compensated at the hourly rate of \$0.75 (seventy-  
26 five cents) for all time spent while so assigned. This section becomes effective prospectively after  
27 implementation of the agreement and the implementation of a division-wide protocol.

28 **21.8 Licenses and Certifications:** Employees who are required to have hazardous materials

1 handling, commercial drivers, boiler operator, pesticide, refrigeration, or other licenses, certificates,  
2 or special endorsements, except standard driver's licenses, to perform their jobs, will be reimbursed  
3 for the cost of maintaining these licenses or certifications.

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1 **ARTICLE 22: SAFETY**

2       **22.1 Commitment to Safety:** The County shall provide and maintain a safe and healthful  
3 workplace and comply with all state and federal laws, rules, and regulations pertaining to workplace  
4 safety and health.

5       **22.2 Workers' Responsibility:** Employees shall follow the safety and health rules, wear  
6 and/or use all required gear and equipment provided by the County, and participate in County-  
7 provided safety training.

8       **22.3 Equipment:** No employee shall be required to use equipment which is not in a safe  
9 condition. In the event an employee discovers or identifies unsafe equipment, s/he will immediately  
10 notify the immediate supervisor in writing. Said equipment shall be repaired or replaced if the  
11 County determines the equipment to be unsafe. At such time as the County determines the equipment  
12 to be safe, the employee will be advised.

13       **22.4 Reporting on Safety Hazards:** It is the responsibility of all employees to report safety  
14 hazards on a timely basis. "Record of Hazard Observed" forms will be available to all employees in a  
15 conspicuous area. When a safety hazard is observed, the employee shall document the hazard on a  
16 "Record of Hazard Observed" form, and turn the form in to his/her immediate supervisor for  
17 investigation and correction.

18       **22.5 Remediating Safety Hazards:** Once notice of a hazard has been received by the  
19 supervisor, s/he will investigate the situation and make correction within three (3) working days or as  
20 soon as practicable. In the event more than three (3) working days are needed, upon the Union's  
21 request, the supervisor will provide a written explanation to the reporting employee and the shop  
22 steward as to the reasons for the delay and the anticipated date of correction.

23       **22.6 Safety Committee:** A Safety Committee, consisting of an equal number of employer-  
24 selected and employee-elected members, shall meet at least bimonthly. The Safety Committee shall  
25 have the following responsibilities:

26               A. Review the safety and health inspection reports to assist in correction of identified  
27 unsafe conditions or practices.

28               B. Evaluate accident investigations conducted since the last meeting to determine if

1 the cause of the unsafe acts or condition involved was properly identified and corrected.

2 C. Evaluate the accident and illness prevention program and make recommendations  
3 for improvement where indicated.

4 D. Evaluate and recommend training and equipment needs.

5 Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Boards and  
6 filed in accordance with WISHA regulations. Safety Committee members shall be in pay status for  
7 time spent in meetings.

8 **22.7 Refusal to Work Under Unsafe Conditions:** Employees may refuse to work in  
9 situations where there is reasonable cause to believe that doing so would present an imminent danger  
10 in which death or serious injury could happen immediately.

11 **22.8 Workers' Right to Know:** Material Safety Data Sheets (MSDS) will be available for  
12 reference and review in a conspicuous area accessible to all affected employees.

13 **22.9 Safety Inspections:** Where feasible, a shop steward will accompany Safety Inspectors  
14 on worksite inspections and participate in opening/closing conferences without loss of pay and  
15 benefits.

16 **22.10 Safety Bulletin Board:** There shall be a safety bulletin board in every building where  
17 there are at least eight (8) bargaining unit members. The bulletin boards will be sufficient in size to  
18 display required posters, accident statistics, Safety Committee meeting minutes, and safety  
19 educational materials.

20 **22.11 No Discrimination:** No employee will be disciplined, discriminated against, or  
21 otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as  
22 a witness in a safety investigation.

23 **22.12 Personal Protective Equipment:** In situations where the law requires that the  
24 employer provide personal protective equipment, including clothing and boots, the County will  
25 provide that equipment at County expense.

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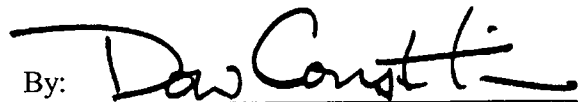
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1 **ARTICLE 23: DURATION**

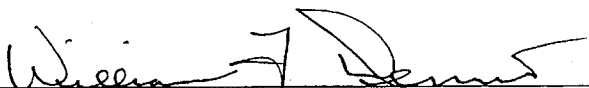
2 This Agreement shall become effective upon full and final ratification and approval by all  
3 formal requisite means by the Metropolitan King County Council and the King County Executive and  
4 shall be in effect January 1, 2011 through December 31, 2014.

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APPROVED this 15 day of JUNE, 2011.

By:   
King County Executive

UNION:

  
Bill Dennis, Research Director  
Washington State Council of County and City Employees, AFSCME, AFL-CIO

cba Code: 272

Union Code(s): 2084F  
N2

## Addendum A

Washington State Council of County and City Employees, Council 2, Local 2084-FM  
Department of Executive Services, Facilities Management Division

Job Class Code	PeopleSoft Job Code	MSA Job Code	Classification Title	Range*
9101100	912102	8665	Custodian	30
8105100	815102	8604	Facilities Maintenance Constructor	45

\* Employees hourly rate will be that rate represented on the King County Squared Hourly Rate Table.

**ADDENDUM B**

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES,  
COUNCIL 2  
ADDRESSING THE 2011 BUDGET CRISIS**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by Washington State Council of County and City Employees, Council 2, are covered by the following labor agreements:

<b>cba Code</b>	<b>Union</b>	<b>Contract</b>
070	WSCCCE, Council 2, Local 21HD	Department of Public Health
080	WSCCCE, Council 2, Local 21AD	Department of Adult and Juvenile Detention
090	WSCCCE, Council 2, Local 21DC	District Court - Wages
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community and Human Services
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste
276	WSCCCE, Council 2, Local 2084-S	Department of Adult and Juvenile Detention (Juvenile Detention Division Supervisors)



## ADDENDUM B

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Washington State Council of County and City Employees, Council 2 agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

**A. 2012 COLA**

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

**B. 2013 COLA**

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

**C. 2014 COLA**

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining

**ADDENDUM B**

agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.


5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.


8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

For Washington State Council of County and City Employees,  
Council 2:

  
\_\_\_\_\_

12/27/10  
Date

For King County:

  
\_\_\_\_\_  
Patti Cole-Tindall, Director  
Office of Labor Relations  
King County Executive Office

12-27-10  
Date