

December 12, 1989/ae

INTRODUCED BY: Ron Sims

PROPOSED NO.: 89-920

ORDINANCE NO. **9242**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement negotiated by and between King County and Service Employees International Union, Local 6, which represents employees in the Divisions of Parks and Recreation, Facilities Management, and Solid Waste, and establishing the effective date of said Agreement and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and Service Employees International Union, Local 6, and attached hereto is hereby approved and adopted and by this reference made a part hereof.


SECTION 2. Terms and conditions of said agreement shall be effective from January 1, 1989, through and including December 31, 1991.

SECTION 3. The county council finds as a fact and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of public peace, health or safety or for the support of county government and its existing public institutions.

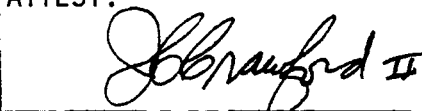
INTRODUCED AND READ for the first time this 11<sup>th</sup> day of December, 1989

PASSED this 11<sup>th</sup> day of December, 1989

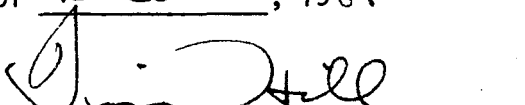
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chairman

ATTEST:

  
Clerk of the Council

APPROVED this 22<sup>nd</sup> day of December, 1989

  
King County Executive

Ord 9242

MEMORANDUM OF UNDERSTANDING

Between King County and S.E.I.U., Local 6

Festival Scheduling

King County and S.E.I.U., Local 6 hereby agree that it is the intent of the parties that the following process will be used when it is necessary to schedule additional personnel to perform park operations functions for the Heritage Festival and for any other special major event(s) to which it is mutually agreed that this procedure will apply. The King County Fair at Enumclaw, Washington is specifically excluded.

1. Prior to the event, a determination will be made of the number of additional regular park managers that will be needed and how many extra help (seasonal) employees will be required in addition to regularly scheduled employees.
2. The work will be offered first to the employees in the District where the event is to take place.
3. Any additional work will be offered to other park managers and Park Operations seasonal employees. Experienced employees will be given preference and others will be chosen at random.
4. Seasonals will be hired for work characteristically performed by Park Operations seasonal employees, including: cleaning and supplying restrooms, collecting trash, and picking up litter. Regular employees will be hired for duties which are normally performed only by regular employees. These duties include supervision of seasonal employees and traffic direction at parking lots. (Note: The collection of cash fees for parking and/or admission is recognized to be the responsibility of the Recreation staff and is not covered by this Memorandum of Understanding.)
5. If the County determines there is a need to change the aforementioned procedures, the Union will be notified of the intended changes.

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

Stephan M. Moleni  
King County

D. M. Jacobs  
S.E.I.U., Local 6

Date: 11/21/89

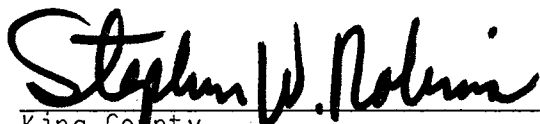
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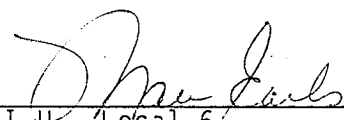
MEMORANDUM OF UNDERSTANDING

Between King County and S.E.I.U., Local 6

Vacation Scheduling by Facilities Management

1. All vacation preference requests shall be made on the designated form.
2. Vacation preference requests for a period beginning May 1 and ending the following April 30 must be received by management no later than April 1st. The vacation schedule shall be posted on or before May 1st.
3. Vacation preference requests shall be granted on the basis of classification seniority provided that operations are properly staffed at all times.
4. Vacation preference requests may be made in increments ranging from one-half hour's duration up to and including the maximum accumulation available.
5. Vacation preference requests shall contain a maximum of five (5) time periods or increments not to total more than the number of days accumulated, listed in order of priority to the individual. Employees shall, on the basis of classification seniority, be entitled to approval for only one (1) increment at a time. Employees not granted their first priority increment shall have their second priority granted on the basis of seniority. Seniority shall also be applied to third, fourth, and fifth priority requests until all available vacation time is scheduled.
6. Vacation requests received after April 1 of a given calendar year shall be approved in order of their receipt provided that operations are properly staffed at all times.
7. Classification seniority shall not be used to gain approval of a vacation period that includes the same holiday in two succeeding years.

  
\_\_\_\_\_  
King County

  
\_\_\_\_\_  
S.E.I.U., Local 6

Date: 11/21/89

Date: 11/21/89

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

These articles constitute an Agreement, terms of which have been negotiated in good faith, between the King County Labor Negotiating Team and the signatory organization subscribing thereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE I: PURPOSE

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

1 ARTICLE II: UNION RECOGNITION AND MEMBERSHIP

2 Section 1. The County Council recognizes the signatory  
3 organization as representing their members whose job classifica-  
4 tions are listed in the attached Addendum A.

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

16 Provided, however, that nothing contained in this section  
17 shall require an employee to join the Union who can substantiate  
18 membership in a church or religious body that, through bona fide  
19 religious tenets or teachings, prohibits the payment of dues or  
20 initiation fees to union organizations, in which case the  
21 employee shall pay an amount of money equivalent to regular union  
22 dues and initiation fee to a non-religious charitable organiza-  
23 tion mutually agreed upon by the employee affected and the  
24 bargaining representative to which such employee would otherwise  
25 pay the dues and initiation fee. The employee shall furnish  
26 written proof that such payment has been made.

1 Section 3. Dues Deduction. Upon receipt of written  
2 authorization individually signed by a bargaining unit employee,  
3 the County shall have deducted from the pay of such employee, the  
4 amount of dues as certified by the secretary-treasurer of the  
5 signatory organization and transmit the same to the signatory  
6 organization.

7 The signatory organization will indemnify, defend and hold  
8 the County harmless against any claims made and against any suit  
9 instituted against the County on account of any check-off of dues  
10 for the signatory organization. The signatory organization  
11 agrees to refund to the County any amounts paid to it in error on  
12 account of the check-off provision upon presentation of proper  
13 evidence thereof.

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

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

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

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1 ARTICLE III: RIGHTS OF MANAGEMENT

2 The management of the County and the direction of the work  
3 force is vested exclusively in the County subject to the terms of  
4 this Agreement. All matters not specifically and expressly  
5 covered or treated by the language of this Agreement may be admi-  
6 nistered for its duration by the County in accordance with such  
7 policy or procedures as the County from time to time may deter-  
8 mine.

9 When the County has no work available for employees in spe-  
10 cific classifications, nothing in this Agreement shall prohibit  
11 the County from assigning such employees to perform other work as  
12 directed or, in absence of other necessary work, to send the  
13 employee home. If no work exists, the County must notify the  
14 employee at least two (2) hours prior to the beginning of the  
15 normal shift or a four (4) hour minimum pay will prevail.

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1 ARTICLE IV: HOLIDAYS

2 Regular employees except Scale Operators/Landfill Site  
3 Cashiers who work a 7-on/7-off schedule shall be granted holidays  
4 with pay as provided for in R.C.W. 1.16.050 as amended:

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

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

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

21 Holidays paid for but not worked shall be recognized as time  
22 worked for purposes of determining weekly overtime.

23 Work performed on holidays shall be paid at one and one-half  
24 (1-1/2) times the regular rate in addition to the regular holiday  
25 pay.

26 Employees whose work schedule consists of 10-hour days, not  
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1 including Scale Operators/Landfill Cashiers, shall be granted the  
2 above listed holidays with pay not to exceed 96 hours of holiday  
3 time in a calendar year.

4 An employee must be in a pay status either the employee's  
5 scheduled working day before, or the employee's scheduled working  
6 day after a holiday in order to receive holiday pay. An employee  
7 leaving County employment the day prior to the holiday shall not  
8 receive holiday pay.

9 Each employee except Scale Operators/Landfill Site Cashiers  
10 shall receive two (2) additional personal holidays; provided that  
11 no employee shall be granted more than 96 hours of holiday time  
12 in a calendar year. These days shall be administered through the  
13 vacation plan. One (1) day will be added to each employee's  
14 vacation accrual on the first day of October and the first day of  
15 November of each year. Employees will be able to use these days  
16 in the same manner as they use vacation days earned.

17 Security/Information Officer: If a holiday falls on a sche-  
18 duled day off, then the employee affected shall receive another  
19 day off in lieu thereof. A Security/Information Officer who is  
20 scheduled to work a holiday shall receive one and one-half  
21 (1-1/2) times the normal rate of pay for that shift.

22 Solid Waste Scale Operators/Landfill Cashiers, except  
23 Factoria night shift, will receive three (3) holidays off each  
24 year: New Year's Day, Thanksgiving Day and Christmas Day. Scale  
25 Operators/Landfill Cashiers whose schedule is such that they  
26 would normally work on one of the above days will receive ten  
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1 (10) hours regular pay for that day. The remaining County holi-  
2 days will be considered regular work days and each Scale  
3 Operator/Landfill Cashier will receive ten (10) hours of regular  
4 pay.

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1 ARTICLE V: VACATIONS

2 Section 1. Regular, full-time employees shall receive vaca-  
3 tion benefits as indicated in the following table:

4	5	6	7	8
Years of Continuous Service	Monthly Vacation Credit	Equivalent Annual Vacation Credit	Maximum Vacation Accumulation Allowed	
7 Upon completion of one (1) year 8 of service		(80 hours) 10 days		
9 More than one (1) but less than 10 three (3) years of continuous 11 service	(6.66 hours) .833 days	(80 hours) 10 days	(160 hours) 20 days	
12 Less than twelve (12) years of 13 continuous service, more 14 than three (3) years of con- (10 hours) 15 tinuous service ( 1.25 days		(120 hours) 15 days	(240 hours) 30 days	
16 Twelve (12) years of continuous 17 service and over	(13.33 hours) 1.66 days	(160 hours) 20 days	(320 hours) 40 days	

18 For purposes of this Section, employees using accrued vaca-  
19 tion shall be paid for such vacation at the base rate of pay in  
20 effect at the time of vacation or upon termination; provided that  
21 special assignments shall not be considered to be a part of the  
22 base rate.

23 Section 2. Employees on a 35 hour work week shall earn and  
24 expend vacation credits based on a seven (7) hour day. Employees  
25 on a 40 hour work week shall earn and expend vacation credits  
26 based on an eight (8) hour day. Employees on a 7-on/7-off sche-  
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1 dule who work a 10-hour day shall accrue vacation benefits at the  
2 same rate as 35 hour per week employees and shall expend same on  
3 an hour for hour basis. Employees on a 7-on/7-off schedule who  
4 work a 9.5-hour day shall accrue and expend vacation benefits on  
5 the same basis as 7-on/7-off 10 hour per day employees.

6 Section 3. Vacation benefits for regular, part-time  
7 employees will be established based upon the ratio of hours  
8 actually worked (less overtime) to a standard work year. For  
9 example: If a regular, part-time employee normally works four  
10 hours per day in a division that normally works eight hours per  
11 day, then the part-time employee would be granted four-eighths of  
12 the vacation benefit allowed a full-time staff member with an  
13 equivalent number of years service.

14 Section 4. No person shall be permitted to work for compen-  
15 sation for the County in any capacity during the time when vaca-  
16 tion benefits are being drawn.

17 Section 5. Vacation may be used in half (1/2) hour incre-  
18 ments at the discretion of the division manager or his/her  
19 appointed designee.

20 Section 6. Upon termination for any reason, the employee  
21 will be paid for unused vacation credits up to maximum allowable  
22 accumulated vacation; provided, however, employees hired after  
23 September 1, 1986 who are eligible for participation in the Public  
24 Employees' Retirement System Plan I, shall not be compensated for  
25 more than two hundred forty (240) hours of accrued vacation at  
26 the time of retirement. Vacation hours accrued in excess of two

1 hundred forty (240) hours must be used prior to the employee's  
2 date of retirement or such excess hours shall be lost.

3 Section 7. Extra help employees will not be granted vaca-  
4 tion benefits.

5 Section 8. No employee shall earn the equivalent of a  
6 month's vacation credit during a month when the employee is  
7 absent without pay more than three working days, and an employee  
8 shall not be granted vacation benefits if not previously accrued  
9 by the employee.

10 Section 9. In cases of separation by death, payment of  
11 unused vacation benefits shall be made to the employee's estate,  
12 or in applicable cases, as provided by R.C.W., Title 11.

13 Section 10. Employees may continue to accrue additional  
14 vacation beyond the maximum specified herein if, as a result of  
15 cyclical workloads or work assignments, accrued vacation will be  
16 lost.

17 Section 11. Employees who leave King County employment for  
18 any reason will be paid for their unused vacation up to the maxi-  
19 mum specified herein, except as provided in Section 6. Employees  
20 shall forfeit the excess accrual prior to December 31st of each  
21 year.

22 Section 12. Employees shall submit vacation requests prior  
23 to April 1st. Upon receipt of same, management shall develop a  
24 schedule of vacations and same will be posted on or before  
25 May 1st. In the event of scheduling conflicts within a division,  
26 classification seniority will prevail except as modified by writ-

1 ten agreement between the County and the Union.

2 All vacation requests made after April 1st shall be granted  
3 where possible but only with the mutual agreement of management  
4 and the employee. Employees shall receive notification of the  
5 disposition of vacation requests as soon as possible.

6 Section 13. Employees with one or more continuous years of  
7 service shall accrue vacation benefits monthly.



1 ARTICLE VI: SICK LEAVE

2 Section 1. Every employee in a regular full-time or regular  
3 part-time position shall accrue sick leave benefits at a monthly  
4 rate equal to .00384615 times the normally scheduled annual hours  
5 of the employee's position; except that sick leave shall not  
6 begin to accrue until the first of the month following the month  
7 in which the employee commenced employment. The employee is not  
8 entitled to sick leave if not previously earned.

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

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

- 15 a) Employee illness;
- 16 b) Noncompensable injury of an employee (e.g., those  
17 injuries generally not eligible for worker's compensation  
18 payments);
- 19 c) Employee disability due to pregnancy or childbirth;
- 20 d) Employee exposure to contagious diseases and resulting  
21 quarantine;
- 22 e) Employee keeping medical, dental, or optical appoint-  
23 ments.

24 Section 3. Every regular, part-time employee shall receive  
25 and expend sick leave benefits proportionate to the employee's  
26 regular work day. For example: If a part-time employee normally  
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1 works four hours per day and the department's normal work day is  
2 eight hours, the employee will receive four hours of sick leave  
3 benefits for the month.

4 Section 4. Extra help employees receive no sick leave bene-  
5 fits.

6 Section 5. After six months of full-time service a regular  
7 employee may, at his/her division manager's discretion, be per-  
8 mitted to use up to one-half of his/her accruing vacation (5  
9 days) as an essential extension of used sick leave. If an  
10 employee does not work a full 12 months, any vacation credit used  
11 for sick leave must be reimbursed to the County upon termination.

12 Section 6. Sick leave may be used in one-half hour incre-  
13 ments at the discretion of the division manager.

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

16 Section 8. Division management is responsible for the  
17 proper administration of this benefit. A doctor's certificate  
18 verifying illness or inability to perform work may be required of  
19 an employee for any sick leave use beyond three days or when the  
20 County has cause to believe there has been an abuse of sick  
21 leave. The County will make a reasonable effort to notify an  
22 employee prior to his/her return to work that a doctor's cer-  
23 tificate will be required.

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

4 Section 10. Accrued sick leave may be used for absence due  
5 to temporary disability caused or contributed to by pregnancy.

6 Section 11. Sick leave because of an employee's physical  
7 incapacity will not be approved when the injury is directly tra-  
8 ceable to simultaneous employment other than with the County of  
9 King.

10 Section 12. King County will reimburse those employees who  
11 have at least five (5) years service and retire as a result of  
12 length of service or who terminate by death, twenty-five percent  
13 (25%) of their unused, accumulated sick leave to a maximum of  
14 thirty (30) days. All payments shall be made in cash, based on  
15 the employee's base rate, and there shall be no deferred sick  
16 leave reimbursement.

17 Section 13. Employees injured on the job cannot simulta-  
18 neously collect sick leave and worker's compensation payments  
19 greater than net regular pay of the employee. Administrative  
20 rules have been established to allow for payments equal to net  
21 regular pay of employees qualifying under worker's compensation.

22 Section 14. Family Care and Death

23 a. Regular, full-time employees shall be entitled to three  
24 (3) days (Max. 24 hours for 40 hour employees - 21 hours for 35  
25 hour employees) of bereavement leave a year due to death of mem-  
26 bers of their immediate family.

1           b. Regular, full-time employees, who have exhausted their  
2 bereavement leave, shall be entitled to use sick leave in the  
3 amount of 24 hours for 40 hour employees - 21 hours for 35 hour  
4 employees for each instance when death occurs to a member of the  
5 employee's immediate family.

6           c. Regular, full-time employees shall be entitled to use  
7 and shall normally have approved sick leave for family care under  
8 these and similar circumstances.

- 9           1. When the employee certifies that no other person is  
10           available and capable of providing care of the ill or  
11           injured family member.
- 12           2. For accompanying or transporting immediate family mem-  
13           bers to medical or dental appointments, providing the  
14           immediate family member is a minor child, is infirm, or  
15           cannot reasonably get to and from the appointment  
16           without the employee's aid.
- 17           3. For a male employee on the day his wife gives birth to a  
18           child and on the day she is released from the hospital.  
19           Vacation or compensatory time-off may be approved if  
20           additional time-off is necessary.
- 21           4. A maximum of three (3) days of family care sick leave  
22           may be permitted for each occurrence. No more than six  
23           (6) days of family care sick leave may be used in any  
24           one calendar year. Each request for family care sick  
25           leave must be verified in writing. This verification  
26           should include: 1) relationship of immediate family

1 member, and 2) statement of need for care or attendance.

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

4 d. In cases of family care where no sick leave benefit  
5 exists, the employee may be granted leave without pay.

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

10 f. For the purposes of this article, "immediate family"  
11 shall be construed to mean persons related to an employee by  
12 blood or marriage or legal adoption as follows: grandmother,  
13 grandfather, grandchild, mother, father, husband, wife, son,  
14 daughter, brother, sister, and any persons for whose financial or  
15 physical care the employee is principally responsible.

16 g. For the purposes of this section regular, part-time  
17 employees shall be entitled to the same benefits on a prorata  
18 basis.

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1 ARTICLE VII: WAGE RATES

2 Section 1. Wage rates for 1989 will be in accordance with  
3 classifications and wage rates listed in Addendum A.

4 Section 2. Effective January 1, 1990, wage rates in effect  
5 on December 31, 1989 shall be increased by 50 cents per hour and  
6 are listed in Addendum B.

7 Section 3. Effective January 1, 1991, wage rates in effect  
8 on December 31, 1990 shall be increased by 50 cents per hour and  
9 are listed in Addendum C.

10 Section 4. An employee designated as "lead worker" shall  
11 receive a seven percent (7%) premium in addition to the base wage  
12 for all time so assigned. For purposes of this article, the term  
13 "working foreman" shall be construed to be "lead worker."

14 Section 5. Craft rates apply to the following classes  
15 listed in Addendum "A":

16 Carpenter

17 Electrician

18 Equipment Operator I

19 Equipment Operator II

20 Painter

21 Plumber

22 Truck Driver I

23 Truck Driver II

24 Wage rates for the term of this Agreement for those classes  
25 to which craft rates apply shall be identical to those estab-  
26 lished for similarly classified positions in other County

1 Departments and Divisions.

2 Section 6. All employees required to carry notification  
3 devices (Bell Boy or "beeper") during their normally scheduled  
4 time off shall be compensated at the hourly rate of \$0.75  
5 (seventy five cents) for all time spent while so assigned.

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1 ARTICLE VIII: HOURS OF WORK

2 Section 1. The normal work week shall consist of five (5)  
3 consecutive work days not to exceed eight (8) hours each to be  
4 completed in a nine (9) hour period and not to exceed forty (40)  
5 hours per week; provided that split shifts will not be scheduled  
6 except in cases of emergency; provided further that employees  
7 will not be required to work both Saturday and Sunday, except in  
8 cases of emergency, unless Saturday and Sunday work is a part of  
9 a normal work schedule. The parties agree that alternate work  
10 schedules may be utilized that are mutually agreed upon by the  
11 employee and the employer. Should it become necessary to sche-  
12 dule Park Managers for shifts extending beyond 6:00 p.m., the  
13 shift(s) will be offered to volunteers. If the County is unable  
14 to secure volunteers, the shift(s) will be assigned to the Park  
15 Managers in the district with the least seniority in Parks  
16 Division. All alternate schedules shall be reduced to writing  
17 with copies to the Union and the Personnel Division.

18 Section 2. The supervisors and foremen may change the sche-  
19 duled hours and provide special schedules for special operations  
20 such as snow removal, flood control and sanding operations, and  
21 other special schedules such as watchmen or other personnel on  
22 special activities.

23 Section 3. Normally, at least five (5) working days advance  
24 notice shall be given the employee prior to the commencement of a  
25 special schedule or shift change, except in the case where snow  
26 removal, flood control and sanding operations may be anticipated,  
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1 in which case an "Alert" or "Stand-by" status advance warning is  
2 sufficient.

3 Section 4. The conditions set forth in this section shall  
4 apply to Scale Operators/Landfill Site Cashiers in the Solid  
5 Waste Division of the Department of Public Works:

6 (a) The work schedule shall be seven (7) consecutive ten  
7 (10) hour days followed by seven (7) consecutive days off, except  
8 the Factoria Transfer Station evening shift shall be Monday  
9 through Friday 5:30 p.m. to 1:30 a.m.

10 (b) Scale Operators/Landfill Site Cashiers making bank  
11 deposits at the conclusion of their daily shifts shall be paid  
12 overtime and mileage reimbursement on those days they physically  
13 transport and place funds in a designated depository. This pre-  
14 mium is paid in recognition of the hazards associated therewith  
15 and as additional compensation for the use of their personal  
16 vehicles in said transport.

17 (c) Any change in the current practice by which bank depo-  
18 sits are made will be negotiated with the Union prior to imple-  
19 mentation.

20 (d) Ferry tickets shall be provided to relief Scale  
21 Operators/Landfill Site Cashiers for assignments on Vashon Island  
22 as required. Relief Scale Operators/Landfill Site Cashiers are  
23 other than those assigned in accordance with (a) above.

24 Section 5: Pool operators shall be paid \$2.00 per day for  
25 any day they begin work prior to the regularly scheduled starting  
26 time of 6:00 a.m. and for any day they work beyond 6:00 p.m. No  
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1 pool operator shall be required to report to work more than two  
2 (2) hours prior to the opening of the pool to the public.  
3 Cleaning schedules shall be established by the Aquatics Manager.  
4 If an employee requests and the Aquatics Manager agrees, the  
5 employee may start work prior to 6:00 a.m. or work beyond 6:00  
6 p.m. for the employee's convenience in which case no premium will  
7 be paid. The County agrees not to reassign or eliminate the  
8 vacuuming of pools in order to avoid the payment of the premium.

9 Section 6. Employees in the classifications of Security/  
10 Information Officer and Floor Care Specialist shall work forty  
11 (40) hours a week within a seven (7) consecutive day period, as  
12 provided below:

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

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

1 ARTICLE IX: OVERTIME

2 Section 1. Employees on a five-day schedule shall be paid  
3 at the rate of time and one-half for all hours worked in excess  
4 of eight (8) in one day, exclusive of lunch period, or forty (40)  
5 in one week. Employees on a four-day schedule shall be paid at  
6 the rate of time and one-half for all hours worked in excess of  
7 ten (10) in one day, exclusive of lunch period, or forty (40) in  
8 one week.

9 Section 2. Scale Operators/Landfill Site Cashiers shall be  
10 paid at the rate of time and one-half for all hours worked in  
11 excess of ten (10) in one day, or seventy (70) in a fourteen day  
12 period; said fourteen day period to coincide with shift assign-  
13 ment. Cashiers will receive only one day's assignment if called  
14 to work overtime.

15 Section 3. Overtime shall be compensated for in cash at one  
16 and one-half (1-1/2) times the regular hourly shift rate of pay  
17 except as provided in Section five (5).

18 Section 4. All overtime shall be authorized in advance by  
19 the division manager or his/her designee in writing, except in  
20 emergencies. Saturday and Sunday work is not overtime when it is  
21 a regularly scheduled work day for the individual crew.

22 Section 5.a) There shall be no practice of compensatory  
23 time off unless requested by the employee and agreed to by the  
24 division manager or designee. b) Compensatory time off shall be  
25 earned at the rate of one and one-half times the regular rate.  
26 c) A maximum of 80 hours of comp time may be accumulated.

1 Accrued compensatory time shall be expended within one year from  
2 the date when it is earned. d) Notwithstanding (c) above compen-  
3 satory time off shall be scheduled at a time mutually agreed upon  
4 by the employee and employer.

5 Section 6. A minimum of four (4) hours at overtime rate  
6 shall be allowed for each call out. Where such overtime exceeds  
7 four (4) hours, the actual hours worked shall be allowed at over-  
8 time rates.

9 Section 7. Emergency work at other than the normal sche-  
10 duled working hours or special scheduled working hours will be  
11 compensated as overtime, and in the event this emergency or spe-  
12 cially scheduled work is accomplished prior to the normal working  
13 hours and the employee subsequently works his regular shift, his  
14 regular shift shall be compensated at regular pay.

15 Section 8. Overtime will be assigned on a voluntary basis,  
16 with the regular scheduled employees having first option to work  
17 such overtime. Overtime shall be divided and rotated as equally  
18 as possible among those employees who desire to work overtime and  
19 who normally perform such work. If the County is unable to  
20 secure volunteers from among regularly scheduled employees it  
21 reserves the right to mandatorily assign overtime.

22 Section 9. Scale Operators/Landfill Site Cashiers who  
23 desire overtime on their "off shift" shall indicate their availa-  
24 bility and shall be offered overtime in order of seniority on a  
25 rotating basis only after offering assignments to all available  
26 part-time employees. Such work shall be assigned four (4) days

1 in advance of the assigned time except in case of necessity  
2 arising at a later time. Part-time employees shall not be sche-  
3 duled when such scheduling would result in overtime pay unless no  
4 regular full-time employees are available. Scale Operators who  
5 refuse overtime at landfills shall not lose their seniority  
6 placement for transfer station overtime assignment.

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1 ARTICLE X: MEDICAL, DENTAL AND LIFE INSURANCE

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

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

11 Section 3. The Union and the County agree to incorporate  
12 changes to employee insurance benefits which the County may  
13 implement as a result of the agreement of the Joint Labor-Manage-  
14 ment Insurance Committee.

1 ARTICLE XI: MISCELLANEOUS

2 Section 1. An employee elected or appointed to office in a  
3 local of the signatory organization which requires a part or all  
4 of his/her time shall be given leave of absence without pay upon  
5 application.

6 Section 2. All employees who have been authorized to use  
7 their own transportation on County business shall be reimbursed  
8 at the rate established by County Council action.

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

22 Section 4. The County shall furnish the Union with specific  
23 classification specifications for all classifications in the  
24 bargaining unit, descriptive of the function, scope and complex-  
25 ity of the position and the knowledge, abilities and qualifica-  
26 tions for the position. The County and the Union shall meet to

1 review proposed modifications and revisions to said specifica-  
2 tions prior to implementation.

3 Section 5. Uniforms and their replacement, excluding main-  
4 tenance, required by the County shall be paid for by the County.

5 Section 6. The County may provide employees release time to  
6 attend training programs that will be beneficial to their job  
7 performance. Notice of all such training opportunities which  
8 management deems appropriate will be made available to all  
9 employees in writing. If the County requires attendance at such  
10 training programs, the County will pay the expenses incurred.

11 Section 7. Changes in written procedural guidelines or  
12 other work rules or regulations will be implemented only upon  
13 written notification of revisions. No employee shall be held  
14 responsible for violation of a written instruction, regulation,  
15 rule or guideline provided oral instructions to do so were  
16 received from supervisory personnel.

17 Section 8. Matters of common concern to the parties will be  
18 the subject of Meet and Confer discussion upon request of either  
19 Division Manager or Union Representative. Such meetings will be  
20 scheduled at the mutual convenience of both parties.

21 Section 9.

22 a) Promotions shall be made in accordance with the King  
23 County Administrative Guidelines for Career Service. Any  
24 employee who is promoted and does not successfully complete the  
25 probationary period for that position, shall have rights back to  
26 his/her former position; this includes employees promoted out of



1 the bargaining unit.

2 b) Prior to the initiation of any competitive process to  
3 fill a vacant bargaining unit position, any member of the bar-  
4 gaining unit holding the same classification as that of the  
5 vacant position, shall be given the opportunity to make a lateral  
6 transfer to the vacant position. Such lateral transfers shall be  
7 accomplished in the following manner:

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

12 a)) The number of transfer requests each employee may  
13 initiate is not limited.

14 b)) Employees on probationary status may not submit  
15 transfer requests.

16 c)) Employee must accept job when offered as a result  
17 of a transfer request. If not, employee's name  
18 will be removed from consideration for lateral  
19 transfer for six (6) months; however, the employee  
20 may remove his or her name from consideration for a  
21 specific transfer prior to the interview per  
22 sub-section 2 below without penalty.

23 2. Interviews of all interested applicants shall be sche-  
24 duled by the appointing authority or his/her designee.

25 3. The vacant position shall normally be filled from among  
26 those current employees who have applied for the  
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1           vacancy; provided that the applicants possess the  
2           necessary qualifications and skills which the appointing  
3           authority has determined to be required in the vacant  
4           position. Should the appointing authority determine  
5           that more than one of the applicants are adequately  
6           qualified, then selection will be based upon seniority  
7           within the bargaining unit. If in the appointing  
8           authority's judgement none of the applicants possesses  
9           the qualifications and skills required in the position,  
10          the position will be filled in accordance with  
11          appropriate Administrative Guidelines.

12          4. Unsuccessful applicants for transfer, where seniority is  
13          not the deciding factor, may request a meeting with the  
14          appointing authority to discuss the reasons for their  
15          non-selection; provided that hiring decisions shall be  
16          the sole prerogative of the appointing authority subject  
17          only to the terms set forth in item 3 above.

18          Section 10. Open positions at Solid Waste sites will be  
19          offered to all Scale Operators/Landfill Site Cashiers in order of  
20          seniority.

21          Section 11. Open competitive employment lists will be  
22          established covering the classifications of Custodian, Floor Care  
23          Specialist, and Maintenance Worker. In addition, promotional  
24          employment lists limited only to bargaining unit members within  
25          the Facilities Management Division will be established for the  
26          classifications of Floor Care Specialist and Maintenance Worker.

1 Bargaining unit members shall have the opportunity to apply and  
2 examine for the promotional register(s) at least once annually.  
3 An equal number of promotional and open competitive candidates  
4 shall be referred for an interview to fill a vacancy in either of  
5 these two classifications. The decision as to which applicant  
6 will be selected to fill the vacancy shall be the sole preroga-  
7 tive of the appointing authority. Unsuccessful candidates for  
8 promotional vacancies may request and will be entitled to a  
9 meeting with the appointing authority to discuss the reasons for  
10 their nonselection.

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1 ARTICLE XII: GRIEVANCE PROCEDURE

2 King County recognizes the importance and desirability of  
3 settling grievances promptly and fairly in the interest of con-  
4 tinued good employee relations and morale and to this end the  
5 following procedure is outlined. To accomplish this, every  
6 effort will be made to settle grievances at the lowest possible  
7 level of supervision.

8 Employees will be unimpeded and free from restraint, inter-  
9 ference, coercion, discrimination or reprisal in seeking adjudi-  
10 cation of their grievances.

11 Section 1. Definition.

12 Grievance - An issue raised by an employee relating to the  
13 interpretation of his/her rights, benefits or conditions of  
14 employment as contained in this Agreement.

15 Section 2. Procedure.

16 Step 1. A grievance shall be presented in writing by the  
17 grievant and his/her representative, if the employee wishes, nor-  
18 mally within fourteen (14) calendar days of the occurrence of  
19 such grievance, to the employee's immediate foreman or super-  
20 visor. Within fourteen (14) calendar days after receiving the  
21 grievance, the immediate foreman or supervisor shall communicate  
22 his/her response in writing to the grievant, a copy of which will  
23 be sent to the union.

24 Step 2. If the grievance is not satisfactorily resolved at  
25 Step 1, the grievant may, within ten (10) working days of receipt  
26 of the Step 1 response, submit the grievance in writing to the  
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1 division manager. The written grievance should include the  
2 nature of the grievance and the remedy sought. Within ten (10)  
3 working days after receipt of the grievance, the division manager  
4 shall give his/her written decision to the grievant and the  
5 union.

6 Step 3. If the grievance is not satisfactorily resolved at  
7 Step Two, the grievance may, within ten (10) working days after  
8 receipt of the Step Two response, be submitted to the Department  
9 Director. Within fifteen (15) working days after receipt of the  
10 grievance, the Department Director shall give his/her written  
11 decision to the grievant and the Union.

12 Step 4. If, after thorough evaluation, the decision of the  
13 department director has not resolved the grievance to the satis-  
14 faction of the employee, the grievance may be presented to a com-  
15 mittee comprised of one representative from the Union, one  
16 representative from the department, and the Personnel Manager or  
17 his/her designee, who shall also act as Chairman. The Union  
18 representative and/or the department representative may be sub-  
19 ject to challenge for cause.

20 This committee shall convene a hearing for the purpose of  
21 resolving the grievance. Both parties to the grievance shall be  
22 entitled to call witnesses on their behalf, and all such hearings  
23 shall be closed for the purpose of maintaining confidentiality,  
24 unless otherwise mutually agreed to. The committee shall render  
25 a decision within ten (10) working days.

26 Step 5. Either the County or the Union may request arbitra-  
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1 tion within thirty (30) days of conclusion of Step 4 and must  
2 specify the exact question which it wishes arbitrated. The par-  
3 ties shall then select a third disinterested party to serve as an  
4 arbitrator. In the event that the parties are unable to agree  
5 upon an arbitrator, then the arbitrator shall be selected from a  
6 panel of seven arbitrators furnished by the American Arbitration  
7 Association. The arbitrator will be selected from the list by  
8 both the County representative and the Union, each alternately  
9 striking a name from the list until only one name remains. The  
10 arbitrator, under voluntary labor arbitration rules of the  
11 Association, shall be asked to render a decision promptly and the  
12 decision of the arbitrator shall be final and binding on both  
13 parties.

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

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

20 No matter may be arbitrated which the County by law has no  
21 authority over, has no authority to change, or has been delegated  
22 to any civil service commission or personnel board as defined in  
23 Chapter 108, Extraordinary Session, 1967, Laws of the State of  
24 Washington.

25 There shall be no strike, cessation of work or lockout  
26 during such conferences or arbitration.

1           Section 3. The right to process and settle grievances  
2 arising out of any provision of this Agreement, is wholly, to the  
3 exclusion of any other means available, dependent upon the provi-  
4 sions of this article. The Union and the County agree to act  
5 promptly and fairly in all grievances.

6           Section 4. All newly hired and promoted employees must  
7 serve a probationary period as defined in the Administrative  
8 Guidelines for the Career Service. As those Guidelines specify  
9 that the probationary period is an extension of the hiring pro-  
10 cess, the provisions of this article will not apply to employees  
11 if they are discharged during their initial probationary period  
12 or are demoted during the promotional probationary period for not  
13 meeting the requirements of the classification. Grievances  
14 brought by probationary employees involving issues other than  
15 discharge or demotion may be processed in accordance with this  
16 article.

17           Section 5. The time limits set forth herein may be extended  
18 upon written consent of both parties. Unless a written extension  
19 has been granted, failure of the grievant to pursue the grievance  
20 to the appropriate step within the time limits set forth herein  
21 shall constitute a presumption that the matter is resolved.

22           Section 6. A grievance may be filed at any step that is  
23 mutually agreed upon in writing by the County and the Union.

24           Section 7. The Union and County may agree in writing to  
25 waive any of the above steps.

1 ARTICLE XIII: REDUCTION IN FORCE AND REHIRE

2 Section 1. Employees laid off as a result of a lack of work  
3 and/or shortage of funds, shall be laid off according to  
4 seniority within classification as set forth in Article XIV,  
5 Seniority, of this Agreement.

6 Section 2. Employees scheduled to be laid off as a result  
7 of their seniority status in the affected classification may  
8 exercise their right to bump employees in a lower occupational  
9 group within the same division, provided that, the employee has  
10 performed and is qualified to perform the duties of the lower  
11 classification, and the employee has more seniority, as defined  
12 in Article XIV, than the employee in the lower classification.  
13 Such action shall take place prior to the date the layoff is to  
14 be effective.

15 Section 3. Employees laid off shall be rehired in the  
16 inverse order of layoff; namely, those laid off last will be  
17 rehired first.

18 Section 4. The County agrees to notify the Union at least  
19 fourteen (14) calendar days in advance, in writing, of any anti-  
20 cipated reduction in force.

21 Section 5. Employees on lay off shall be referred to other  
22 positions within the Career Service in accordance with Section  
23 30.80 of the Administrative Guidelines for the Career Service.



1 ARTICLE XIV: SENIORITY

2 Section 1. Seniority shall be defined as follows:

3 (a) Length of service in classification with division.

4 (b) An employee who is promoted to another classification  
5 within the division shall continue to accrue seniority in the  
6 classification from which he/she was promoted.

7 (c) In the event that two employees have the same  
8 seniority, the County shall determine which employee, in the  
9 event of layoff, shall be laid off.

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1 ARTICLE XV: EQUAL EMPLOYMENT OPPORTUNITY

2       The Employer or the Union shall not unlawfully discriminate  
3 against any individual with respect to compensation, terms, con-  
4 ditions, or privileges of employment because of race, color,  
5 religion, national origin, sexual orientation, marital status,  
6 age, sex, or mental, sensory, or physical handicap.

1 ARTICLE XVI: SAVINGS CLAUSE

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

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1 ARTICLE XVII: WORK STOPPAGES AND EMPLOYER PROTECTION

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

20 Section 2. Upon notification in writing by the County to  
21 the signatory organization that any of its members are engaged in  
22 a work stoppage, the signatory organization shall immediately, in  
23 writing, order such members to immediately cease engaging in such  
24 work stoppage and provide the County with a copy of such order.  
25 In addition, if requested by the County, a responsible official  
26 of the signatory organization shall publicly order such signatory

1 organization employees to cease engaging in such a work stoppage.

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

- 5 1. Discharge.
- 6 2. Suspension or other disciplinary action as may be appli-  
7 cable to such employee.

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1 ARTICLE XVIII: WAIVER CLAUSE

2       The parties acknowledge that each has had the unlimited  
3 right within the law and the opportunity to make demands and pro-  
4 posals with respect to any matter deemed a proper subject for  
5 collective bargaining. The results of the exercise of that right,  
6 and opportunity are set forth in this Agreement. Therefore, the  
7 County and the signatory organization, for the duration of this  
8 Agreement, each agree to waive the right to oblige the other  
9 party to bargain with respect to any subject or matter not speci-  
10 fically referred to or covered in this Agreement.

1 ARTICLE XIX: EMPLOYEE RIGHTS

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

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

11 Section 3. The employee and/or representative may examine  
12 the employee's personnel file(s) if the employee so authorizes in  
13 writing. Material placed into the employee's file(s) relating to  
14 job performance or personal character shall be brought to his or  
15 her attention. The employee may challenge the propriety of  
16 including it in the file(s). The employee shall have the right  
17 to insert documentation into the file(s), providing such documen-  
18 tation is relevant to the challenge. Unauthorized persons shall  
19 not have access to employee files or other personal data relating  
20 to their employment.

21 Section 4. No employee shall be required to use equipment  
22 which is not in a safe condition. In the event an employee  
23 discovers or identifies unsafe equipment, he/she will immediately  
24 notify the immediate supervisor in writing. Employees shall not  
25 be disciplined for reporting unsafe equipment or working con-  
26 ditions to their immediate supervisor. Said equipment shall be

1 repaired or replaced if the employer determines the equipment to  
2 be unsafe. At such time as the employer determines the equipment  
3 to be safe, the employee will be advised.

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1 ARTICLE XX: WORK OUTSIDE OF CLASSIFICATION

2 Section 1. All work outside of classification shall be  
3 assigned in writing by the division manager or his/her designee.  
4 Except as provided in Section 4 below, an employee assigned to  
5 work outside of classification for a period in excess of three  
6 (3) or more days shall be paid at the first step of the higher  
7 class or the next higher amount as would constitute a minimum of  
8 five percent (5%) over the salary received prior to the assign-  
9 ment, for all time spent while so assigned.

10 Section 2. After forty-five (45) calendar days of work per-  
11 formed in accordance with Section 1, a meeting may be requested  
12 by the Union to review the circumstances, and to discuss the need  
13 to reclassify the position.

14 Section 3. Employees in a training capacity may be assigned  
15 work normally performed by a higher classification, except they  
16 will not be placed in a training capacity to circumvent the  
17 intent of Section 1, hereof.

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

22 Section 4. An employee in a position classified as a Park  
23 Manager may be assigned to work out of classification as a  
24 District Manager for periods of up to one (1) week (7 calendar  
25 days) without additional compensation. If such assignment  
26 exceeds one (1) week, the employee will be compensated at the  
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1 higher rate for all time assigned in excess of one (1) week.  
2 Assignments which exceed one weeks' duration shall not be divided  
3 between two or more employees in order to avoid the provisions of  
4 this section.

5 Section 5. Employees shall not be held accountable while  
6 performing work foreign to the concept of their class specifica-  
7 tion except as provided in Sections 1 and 4 above.

8 Section 6. Work out of class in each of the four classifi-  
9 cations, Floor Care Specialist, Window Washer, Maintenance  
10 Worker, and Parking Lot Attendant, will be assigned on a volun-  
11 tary basis to employees on the respective promotional or open  
12 competitive employment lists, provided such work can be scheduled  
13 without incurring an overtime liability. Pay for work so  
14 assigned shall be for all hours worked outside of classification.  
15 The frequency and duration of any such work out of class assign-  
16 ment to individual employees shall be at the sole discretion of  
17 management. In the event employees are not available from the  
18 list(s), the County may select extra-help employees to fill the  
19 position(s). The County shall make every good faith effort to  
20 establish and maintain such lists in accordance with the specifi-  
21 cations set forth in Article XI, Section 11.

22 Section 7. Employees assigned to work out of class washing  
23 windows from a scaffold shall receive work out of class pay  
24 beginning with the first hour of assignment.

1 ARTICLE XXI: UNION REPRESENTATION

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

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

15 Section 3. The Union shall have the right to appoint  
16 stewards within departments where its members are employed under  
17 the terms of this Agreement. The maximum number of stewards  
18 appointed shall be as follows:

19 Parks Division - four (4)

20 Aquatics Division - one (1)

21 Facilities Management - two (2)

22 Solid Waste Division - two (2)

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

1 Section 4. It shall be a violation of this agreement to  
2 directly or indirectly, interfere with, restrain, coerce, or  
3 discriminate against any employee or group of employees in the  
4 free exercise of their right to organize and designate represen-  
5 tatives of their own choosing for the purpose of collective  
6 bargaining, or in the free exercise of any other right under  
7 R.C.W. 41.56.

8 Section 5. The Employer agrees to permit the Union to post  
9 on County bulletin boards the announcement of meetings, election  
10 of officers, and any other Union material, providing there is  
11 sufficient space, beyond what is required by the County for  
12 "normal" operations. If sufficient space is not available on  
13 County boards or in areas where County boards are not available,  
14 the Union may provide one with location of same to be determined  
15 through mutual agreement of the Union and the Employer.

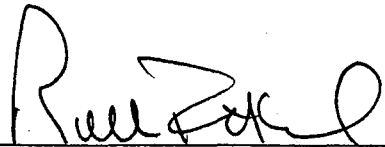
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ARTICLE XXII: DURATION

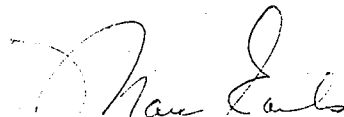
This Agreement and each of its provisions shall become effective January 1, 1989, and shall continue in full force and effect through December 31, 1991.

Contract negotiations for 1992 may be initiated by either party providing to the other written notice of its intention to do so not less than thirty (30) days prior to September 1, 1991.

APPROVED this 28th day of November, 1989.

  
\_\_\_\_\_  
KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:

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

con28:C-6-1/22

LOCAL 6  
ADDENDUM A - 1989

Covered classifications and monthly salaries by Division  
for 1989.

PARKS DIVISION

Employees hired within the corresponding craft classification  
prior to January 1, 1985:

Class Code	Crafts	Per Month
6101	Carpenter I	2653.50
6121	Electrician I	3549.60
6046	Equipment Operator I	2898.84
6047	Equipment Operator II	2928.42
6107	Painter	2545.62
6117	Plumber	3457.38
6041	Truck Driver I	2756.16
6042	Truck Driver II	2789.22

Note: Employees will be placed on Step D of the lower tier when  
that rate exceeds the grandfathered rate.

Employees hired in the corresponding craft classification on or  
after January 1, 1985:

Effective July 1, 1989:

Class Code	Crafts	Monthly Rates of Pay			
		0-6 Mo. Step 1	7-18 Mo. Step 2	19-30 Mo. Step 3	31+ Mo. Step 4
6101	Carpenter I	2202.84	2312.46	2543.88	2797.92
6121	Electrician I	2422.08	2542.14	2797.92	3076.32
6046	Equip. Op I	2126.42	2232.42	2455.14	2700.48
6047	Equip. Op II	2235.90	2347.26	2582.16	2841.42
6107	Painter	1997.52	2096.70	2307.24	2536.92
6117	Plumber	2576.94	2705.70	2977.14	3274.68
6041	Truck Dr. I	2021.88	2124.54	2336.82	2569.98
6042	Truck Dr. II	2044.50	2147.16	2362.92	2599.56

Effective April 1, 1990:

Class Code	Crafts	Monthly Rates of Pay			
		0-6 Mo. Step 1	7-18 Mo. Step 2	19-30 Mo. Step 3	31+ Mo. Step 4
6101	Carpenter I	2277.66	2390.76	2630.88	2893.62
6121	Electrician I	2693.52	2827.50	3111.12	3422.58
6046	Equip. Op I	2197.62	2308.98	2538.66	2792.70
6047	Equip. Op II	2312.46	2427.30	2670.90	2937.12
6107	Painter	2065.38	2168.04	2385.54	2623.92
6117	Plumber	2663.94	2797.92	3078.06	3386.04
6041	Truck Dr. I	2091.48	2195.88	2415.12	2656.98
6042	Truck Dr. II	2115.84	2220.24	2442.96	2514.30

ADDENDUM A - 1989 (Continued)

Effective April 1, 1991:

Class Code	Crafts	Monthly Rates of Pay			
		0-6 Mo. Step 1	7-18 Mo. Step 2	19-30 Mo. Step 3	31+ Mo. Step 4
6101	Carpenter I	2277.66	2390.76	2630.88	2893.62
6121	Electrician I	2693.52	2827.50	3111.12	3549.60
6046	Equip. Op I	2197.62	2308.98	2538.66	2898.84
6047	Equip. Op II	2312.46	2427.30	2670.90	2937.12
6107	Painter	2065.38	2168.04	2385.54	2623.92
6117	Plumber	2663.94	2797.92	3078.06	3457.38
6041	Truck Dr. I	2169.78	2279.40	2505.60	2756.16
6042	Truck Dr. II	2194.14	2305.50	2535.18	2789.22

Wage Rates Effective January 1, 1989:

Class Code	Start Step 1	12 Mos. Step 2	24 Mos. Step 3	36 Mos. Step 4
1201 Pool Operator	1915.82	1972.31	2046.36	2128.21

1203 Chief Pool Operator	2287.84			
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0201 Stores Clerk	2042.47	2202.26	2249.07	
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0205 Storekeeper	2408.84			
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Class Code	Step 1	Step 2	Step 3	Step 4	Step 5
0231 Inventory Control Clerk	1415.03	1480.38	1514.68	1549.88	1585.91
	Step 6	Step 7	Step 8	Step 9	Step 10
	1622.85	1660.71	1699.58	1739.34	1780.13

Class Code	Start	1 Year	2 Year	5 Year	10 Year
5132 Park Mgr IV	2298.28	2387.66		2459.21	2512.83
Park Utility Lead	2298.28	2387.66		2459.21	2512.83
5130 Park Mgr II	1600.96	1887.06	1913.88	1998.61	2074.79
5136 Park Utility Worker	2198.16	2280.40			
5137 Irrigation Specialist		2415.41			
5140 Special Crew-Maintenance Supv		2280.40			

1 ADDENDUM A - 1989 (Continued)

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3 Start 12 Mos. 24 Mos. 36 Mos.

4 6060 Landscape Gardener 2057.61

5 6061 Parks Rehabilitation  
Program Coordinator 2744.87

6 6064 Park Landscape Supervisor 2744.87

7 6066 Equipment Coordinator 2744.87

8 Seasonal Parks Employees:

9 1989 Start After 1040 hrs After 2080 hrs

10 5.15 Minimum 6.15 Minimum 6.83 Minimum

11 Note: Both rates include pay in lieu of benefits as provided  
for in Addendum D.

12 FACILITIES MANAGEMENT DIVISION

13 Class Code Start 6 Mos. 18 Mos. 30 Mos.

14 : Step 1 Step 2 Step 3 Step 4

15 5002 Custodian 1492.72 1520.53 1544.40 1568.22

16 5003 Maintenance Worker 1718.70

17 5011 Floor Care Specialist 1621.80

18 5021 Window Washer 1871.04

19 5101 Security/  
Information Officer 1492.72 1520.53 1544.40 1568.22

20 6161 Asbestos Technician 2559.26

21 6162 Asbestos Technician  
Supervisor 3016.27

22 6163 Asbestos Surveyor 2767.27

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1 ADDENDUM A - 1989 (Continued)

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3 SOLID WASTE DIVISION

4 Class Code

5	0361	Site Cashier	
		Landfill	9.92
6	0362	Scale Operator	10.56
7		Transfer Station	
8		Second Shift Factoria	10.98

9 Full-time Scale Operators regularly assigned to Transfer Stations  
10 will be paid at the Transfer Station rate when assigned to Land-  
fills. Any Site Cashier working a Transfer Station will be paid  
11 at the Transfer Station rate.

12 Part-time employees receive the rate of pay dependent upon where  
assigned, as do the Landfill Cashiers.

13 con28:C-6-23/26

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LOCAL 6  
ADDENDUM B - 1990

Covered classifications and monthly salaries by Division  
effective January 1, 1990.

PARKS DIVISION

<u>Class Code</u>	<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>
1201 Pool Operator	2002.49	2058.98	2133.03	2214.88

1203 Chief Pool Operator	2374.51			
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0201 Stores Clerk	2129.14	2288.93	2335.74	
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0205 Storekeeper	2495.51			
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<u>Class Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
0231 Inventory Control Clerk	1501.70	1567.05	1601.35	1636.55	1672.58

	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
	1709.52	1747.38	1786.25	1826.01	1866.80

<u>Class Code</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>5 Year</u>	<u>10 Year</u>
5132 Park Mgr IV	2384.95	2474.33		2545.88	2599.50

Park Utility Lead	2384.95	2474.33		2545.88	2599.50
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5130 Park Mgr II	1686.88	1973.73	2000.55	2085.28	2161.46
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5136 Park Utility Worker	2284.83	2367.07			
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5137 Irrigation Specialist		2502.08			
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5140 Special Crew-Maintenance Supv		2367.07			
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	<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>
6060 Landscape Gardener	2144.28			

6061 Parks Rehabilitation Program Coordinator	2831.54			
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6064 Park Landscape Supervisor	2831.54			
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6066 Equipment Coordinator	2831.54			
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ADDENDUM B - 1990 (Continued)

Seasonal Parks Employees:

<u>1990 Start</u>	<u>After 1040 hrs</u>	<u>After 2080 hrs</u>
6.00 Minimum	6.50 Minimum	7.00 Minimum

Note: Both rates include pay in lieu of benefits as provided for in Addendum D.

FACILITIES MANAGEMENT DIVISION

<u>Class Code</u>		<u>Start</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
5002	Custodian	1579.38	1607.20	1631.07	1654.89
5003	Maintenance Worker	1805.37			
5011	Floor Care Specialist	1708.47			
5021	Window Washer	1957.71			
5101	Security/ Information Officer	1579.39	1607.20	1631.07	1654.89
6161	Asbestos Technician	2645.93			
6162	Asbestos Technician Supervisor	3102.94			
6163	Asbestos Surveyor	2853.94			

SOLID WASTE DIVISION

<u>Class Code</u>		
0361	Site Cashier Landfill	10.42
0362	Scale Operator Transfer Station	11.06
	Second Shift Factoria	11.48

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.

Part-time employees receive the rate of pay dependent upon where assigned, as do the Landfill Cashiers.

LOCAL 6  
ADDENDUM C - 1991

Covered classifications and monthly salaries by Division  
effective January 1, 1991.

PARKS DIVISION

Class Code	Start	12 Mos.	24 Mos.	36 Mos.	
	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	
1201 Pool Operator	2089.16	2145.65	2219.70	2301.55	
1203 Chief Pool Operator	2461.18				
0201 Stores Clerk	2215.81	2375.60	2422.41		
0205 Storekeeper	2582.08				
Class Code	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
0231 Inventory Control Clerk	1588.37	1653.72	1688.02	1723.22	1759.25
	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
	1796.19	1834.05	1872.92	1912.68	1953.47
Class Code	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>5 Year</u>	<u>10 Year</u>
5132 Park Mgr IV	2471.62	2561.00		2632.55	2686.17
Park Utility Lead	2471.62	2561.00		2632.55	2686.17
5130 Park Mgr II	1773.55	2060.40	2087.22	2171.95	2248.13
5136 Park Utility Worker	2371.50	2453.74			
5137 Irrigation Specialist		2588.75			
5140 Special Crew Maintenance Supv		2453.74			
	<u>Start</u>	<u>12 Mos.</u>	<u>24 Mos.</u>	<u>36 Mos.</u>	
6060 Landscape Gardener	2230.95				
6061 Parks Rehabilitation Program Coordinator	2918.21				
6064 Park Landscape Supervisor	2918.21				
6066 Equipment Coordinator	2918.21				

1 ADDENDUM C - 1991 (Continued)

2 Seasonal Parks Employees:

3	<u>1991 Start</u>	<u>After 1040 hrs</u>	<u>After 2080 hrs</u>
4	6.00 Minimum	6.50 Minimum	7.00 Minimum

5 Note: Both rates include pay in lieu of benefits as provided  
6 for in Addendum D.

7 FACILITIES MANAGEMENT DIVISION

8	<u>Class Code</u>	<u>Start</u>	<u>6 Mos.</u>	<u>18 Mos.</u>	<u>30 Mos.</u>
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
9	5002 Custodian	1666.06	1693.87	1717.74	1741.56
10	5003 Maintenance Worker	1892.04			
11	5011 Floor Care Specialist	1795.14			
12	5021 Window Washer	2044.38			
13	5101 Security/ Information Officer	1666.06	1693.87	1717.74	1741.56
14	6161 Asbestos Technician	2732.60			
15	6162 Asbestos Technician Supervisor	3189.61			
16	6163 Asbestos Surveyor	2940.61			

17 SOLID WASTE DIVISION

18	<u>Class Code</u>	
19	0361 Site Cashier Landfill	10.92
20	0362 Scale Operator Transfer Station	11.56
21	Second Shift Factoria	11.98

22 Full-time Scale Operators regularly assigned to Transfer Stations  
23 will be paid at the Transfer Station rate when assigned to Land-  
24 fills. Any Site Cashier working a Transfer Station will be paid  
at the Transfer Station rate.

25 Part-time employees receive the rate of pay dependent upon where  
26 assigned, as do the Landfill Cashiers.

27 con28:C-6-28

1 ADDENDUM D

2 Section 1. The Union and the County recognize that the  
3 nature of the services offered by the County necessitates the use  
4 of part-time employees. The County agrees that these employees  
5 are supplementary to the regular work force and shall not be used  
6 to supplant regular full-time positions or undermine the  
7 integrity of the bargaining unit. These employees are part of  
8 the bargaining unit and subject to the terms of the Agreement,  
9 except that these employees are not eligible for vacation, sick  
10 leave, holiday, medical, dental, or other insurance benefits, nor  
11 are they eligible for participation in the Public Employees  
12 Retirement System. In lieu thereof, part-time employees shall  
13 receive premium pay as follows:

14 Vacation Benefits. If the County works part-time employees  
15 longer than 910 hours (1040 in those divisions where a 40-hour  
16 week is the norm), the employee shall receive premium pay in lieu  
17 of vacation benefits in the amount of 3.8% for each straight time  
18 hour worked thereafter.

19 Sick Leave Benefits. If the County works a part-time  
20 employee longer than 910 hours (1040), the employee shall receive  
21 premium pay in lieu of sick leave benefits in the amount of 2.5%  
22 for each straight time hour worked thereafter.

23 Insurance Benefits.

24 a. If the County works a part-time employee longer than 910  
25 (1040) hours, the employee shall receive premium pay in lieu  
26 of medical, dental, and life insurance benefits in the  
27 amount of 4.1% for each straight time hour worked  
28 thereafter.

b. Additionally, individuals who become employed in regular  
full-time positions shall have all straight time hours  
worked within the previous 12-month period counted for  
purposes of eligibility for medical, dental, and life  
insurance benefits, provided there is no break in ser-  
vice and, provided further, that credit for hours worked  
shall be rounded to the closest month.

Example: Employee works 500 hours in a 12-month period  
immediately preceding appointment to full-time  
position. Waiting period for benefits is  
reduced by three (3) months ( $500 \div 152 = 3.28$ ).

Probationary Period. Part-time employees shall be subject  
to a probationary period of 910 hours (1040) during which time  
they shall not have recourse to the grievance procedure for dis-  
cipline, up to and including discharge.

NOTE: For implementation purposes, the provisions of Section 1  
become effective January 1, 1986, for Facilities and Solid Waste.

ADDENDUM D (Continued)

Section 2. Part-time Scale Operators/Site Cashiers having worked in excess of 910 hours who have demonstrated continuous satisfactory performance shall be considered for regular positions ahead of candidates from outside the organization in seniority order.

Part-time Scale Operators/Site Cashiers shall be assigned to either A shift or B shift and shall be called to work as needed without restriction as to order of call, location of assignment, or work performed. An attempt will be made, to the extent possible, to assure that calls to work are distributed as evenly as possible.

Part-time Scale Operators/Site Cashiers shall not normally work more than seventy (70) hours during any one fourteen (14) day two shift period. Off shift part-time employees having sixty (60) hours or less time during the regular scheduled seven (7) days on, will be offered the first opportunity to fill out their seventy (70) hours for the fourteen (14) day two shift period on a rotating basis with the most senior being called first. Any work beyond the seventy (70) hours specified herein shall be offered to all employees as specified in Article IX, Section 9.

Section 3. Parks seasonal employees (part-time) and extra-help Custodians (part-time) who have worked in excess of 1040 hours and who have demonstrated continuous satisfactory performance shall be considered for regular positions along with candidates from outside the organization. An equal number of part-time and open competitive candidates shall be referred for interviews to fill regular positions as Park Manager I and Custodian respectively. The decision as to which applicant will be selected to fill the vacancy shall be the sole prerogative of the appointing authority.

con28:C-6-29