AGREEMENT BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

AND

KING COUNTY

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

ARTICLE 1: PURPOSE

1.1. Purpose. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County (County) and the employees represented by SEIU Local 925 (Union) by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours and other working conditions of the bargaining unit employees, provided the County has authority to act on such matters.

1.2. Improvement of Relationship. This desire to promote the continued improvement of the relationship between the County and the Union was reflected in the establishment of an Interest-Based Bargaining Team (IBBT) comprised of Facilities management and employees, a Union representative, and a Labor Negotiator from King County's Labor Relations staff, and the use of a collaborative bargaining process to arrive at this Agreement. Standards established by the IBBT for evaluating the provisions of this Agreement include the following:

1. Promote better management-employee relations;
2. Fair and equitable;
3. Enhances the partnership between union and management;
4. Understandable by everyone;
5. Ratifiable;
6. Enforceable;
7. Economically feasible;

8. Legal; and

9. Promotes efficient and effective public service.

ARTICLE 2: EMPLOYEE CATEGORIES

2.1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

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

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

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

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

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

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

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

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

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

ARTICLE 4: RIGHTS OF MANAGEMENT

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

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

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

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

ARTICLE 5: HOLIDAYS

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

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

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

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

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

worked for purposes of determining weekly overtime for all employees.

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

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

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

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

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

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

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

ARTICLE 6: VACATIONS

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

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

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

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

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

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

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

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

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

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

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

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

RCW Title 11.

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

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

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

6.14. Scheduling.

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

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

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

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

E. 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.

F. 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.

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

ARTICLE 7: SICK LEAVE

7.1. Accrual

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

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

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

7.2. Use of Sick Leave.

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

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

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

amount greater than the net regular pay of the employee;

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

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

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

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

d. Employee exposure to contagious diseases and resulting quarantine;

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

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

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

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

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

7.6. Disability. Accrued sick leave may be used for absence due to temporary disability including that caused or contributed to by pregnancy, but except for leaves that are requested and approved pursuant to the King County Family and Medical Leave Ordinance and Section 7.10 in this Article, there shall be no requirement to exhaust accrued sick leave prior to taking a leave of absence for such disability.

7.7. Pay-out. Employees eligible to accrue sick leave, who have successfully completed at least five (5) years of County service, and who retire as a result of length of service or who terminate by reason of death, shall be paid or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred sick leave reimbursement. The pre-tax dollars may be applied to the purchase of County health insurance at the COBRA rates. This sick-leave cash-out is subject to any determination by bargaining unit members to have their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement as a result of length of service, as set forth in the King County Code. Such determination is applicable to all members of the bargaining unit.

7.8. Job Injury. Employees injured on the job cannot simultaneously collect sick leave and worker's compensation payments greater than net regular pay of the employee. Administrative rules have been established to allow for payments equal to net regular pay of employees qualifying under worker's compensation.

7.9. Family Care.

7.9.1. Accrued sick leave may be used for the following reasons:

A. To care for the employee's child if the child has an illness or health condition that requires treatment or supervision by the employee; and to care for the employee's spouse, domestic partner, parent-in-law, or grandparent who has a serious health condition or an emergency condition.

B. To care for other family members under the following circumstances:

1. For King County Family Medical Leave, the employee must have been

employed by the County for twelve (12) months or more and have actually worked a minimum of one thousand forty (1040) hours (40 hour employee) the preceding twelve (12) months (paid leaves such as holiday, vacation and sick leave are not considered hours worked). For Federal Family Medical Leave the employee must have worked 1250 hours in the preceding 12 months.

2. The family member is the employee's spouse or domestic partner; the child of the employee, the employee's spouse, or the employee's domestic partner; or the parent of the employee, the employee's spouse, or the employee's domestic partner; and the reason for the leave is one of the following:

a. The birth of a child and care of the newborn child, or placement of the child by adoption or foster care, if the leave is taken within twelve months of the birth, adoption, or placement;

b. To care for the employee's child or child of the employee's spouse or domestic partner whose illness or health condition requires treatment or supervision by the employee; or

c. Care of a family member who suffers from a serious health condition as defined in the King County Personnel Guidelines.

C. To care for immediate family members in additional circumstances not covered by A. or B. For the purposes of this section, "immediate family" shall include: spouse or domestic partner; child of employee, employee's spouse, or employee's domestic partner; parent; grandparent; grandchild; sibling; and any persons for whose financial or physical care the employee is principally responsible. Employees eligible for sick leave shall be entitled to use and normally shall have approved sick leave for family care under these and similar circumstances.

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

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

3. Unless covered by A. or B. of this Section, use of sick leave shall be subject

to the following limitations.

a. A maximum of three (3) days of family care sick leave may be permitted for each occurrence.

b. No more than six (6) days of family care sick leave may be used in any one calendar year.

c. Each request for family care sick leave must be verified in writing, which shall include the relationship of the immediate family member and a statement of the need for care or attendance.

7.9.2. The employee's supervisor may require a physician's verification of the need for family care leave.

7.9.3. If federal or state law provides for greater benefits for the use of paid leave for family care, the applicable law will apply.

7.10. Family and Medical Leave. Employees shall be entitled to family medical leave as provided by the King County Family Medical Leave Ordinance (KCC 3.12.220), the federal Family Medical Leave Act, and any Washington state laws that provide for family medical leave.

Seniority shall accrue in accordance with Article 17 while an employee is on family and medical leave.

7.11. Informational Resource. To assist employees in understanding their ability to utilize leave for medical and family reasons, the County agrees to distribute to employees information from King County Code 3.12.220.

ARTICLE 8: MISCELLANEOUS LEAVES

8.1. Donation of Vacation and Sick Leave Hours.

8.1.1. Vacation Leave Hours. Any regular or term-limited temporary employee who has completed at least one (1) year of service may donate to any other regular or term-limited temporary employee a portion of his or her accrued vacation for the purpose of supplementing the sick or family leave benefits of the receiving employee. Donated vacation hours shall be converted to a dollar value based upon the donor's straight time rate.

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

receiving monetary or any other compensation in exchange for donating vacation hours. The number of hours donated shall not exceed the donor's accrued vacation credit as of the date of the request.

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

8.1.2. Sick Leave Hours. Any regular or term-limited temporary employee whose sick leave accrual balance exceeds one hundred (100) hours may donate to any other regular or term-limited temporary employee a portion of his/her accrued sick leave upon written notice to the donating and receiving employees' department director(s). Sick leave hour donations are strictly voluntary. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year. Employees are prohibited from offering or receiving monetary or any other compensation in exchange for donating sick leave hours.

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

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

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

8.2. Bereavement.

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

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

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

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

sick leave or bereavement account.

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

8.3. School Volunteer Leave.

An employee may use up to three days of accrued sick leave per year for the purpose of volunteering at the employee's children's school. The employee must obtain advance approval for such leave.

8.4. Leave of Absence for Union Work.

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

8.5. Jury Duty.

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

8.6. Leave Examinations.

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

8.7. Military Leave.

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

8.8. Unauthorized Leave.

Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Division Manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his automatic resignation became effective.

8.9. Leaves of Absence Without Pay.

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

8.10. Return to Work Following Medical Leave. Consistent with applicable law, the County will make a good faith effort to accommodate an employee's return to work in a timely fashion.

ARTICLE 9: SAFETY

9.1. Commitment to Safety. The County shall provide and maintain a safe and healthful workplace and comply with all state and federal laws, rules, and regulations pertaining to workplace safety and health.

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

9.3. Equipment. No employee shall be required to use equipment which is not in a safe condition. In the event an employee discovers or identifies unsafe equipment, s/he will immediately notify the immediate supervisor in writing. Said equipment shall be repaired or replaced if the

County determines the equipment to be unsafe. At such time as the County determines the equipment to be safe, the employee will be advised.

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

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

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

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

B. Evaluate accident investigations conducted since the last meeting to determine if the cause of the unsafe acts or condition involved was properly identified and corrected.

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

D. Evaluate and recommend training and equipment needs.

Minutes of all Safety Committee meetings shall be posted on the Safety Bulletin Boards and filed in accordance with WISHA regulations. A liaison from this Committee shall regularly participate in the SEIU Local 925 FMD Labor Management Committee meetings. Safety Committee members shall be in pay status for time spent in meetings.

9.7. Refusal to Work Under Unsafe Conditions. Employees may refuse to work in situations where there is reasonable cause to believe that doing so would present an imminent danger

in which death or serious injury could happen immediately.

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

9.9. Safety Inspections. Where feasible, a shop steward will accompany Safety Inspectors on worksite inspections and participate in opening/closing conferences without loss of pay and benefits.

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

9.11. No Discrimination. No employee will be disciplined, discriminated against, or otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as a witness in a safety investigation.

9.12. Personal Protective Equipment. In situations where the law requires that the employer provide personal protective equipment, including clothing and boots, the County will provide that equipment at County expense. Additionally, if required by King County's Safety and Claims Specialist to provide certain protective equipment for specific tasks, the County will provide that equipment at County expense.

ARTICLE 10: CONTRACTING OUT

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

10.2. Custodial Work. Beginning March 31, 2006, existing Building Services contracts for custodial work will not be renewed and the work will be assigned to bargaining unit members. Unless the parties agree to an exception or extraordinary circumstances exist, when FMD becomes responsible for new or additional facilities and/or work, the custodial work will be assigned to

bargaining unit members.

10.3. Non-Custodial Work.

10.3.1. Upon implementation of the Agreement, the parties will agree upon a schedule to jointly review existing Building Services contracts that encompass a non-custodial body of work historically performed by bargaining unit members. The parties will utilize the LMC for the joint review. The County's intent is to assign bargaining unit members to perform that body of work whenever possible. The review process shall evaluate whether

--employees possess the necessary skills;

--employees possess any required licenses and/or certifications;

--the County owns or could readily and feasibly obtain the necessary equipment;

--travel to remote locations for small pieces of work would be prohibitively costly;

--safety or liability issues exist; and

--performing the work in-house would not be practicable or feasible due to some other extenuating circumstance.

10.3.2. If FMD becomes responsible for new or additional facilities and/or work where the maintenance needs include a non-custodial body of work historically performed by bargaining unit members, FMD will assign the work to bargaining unit members in the absence of an extenuating circumstance. If an extenuating circumstance may be present, the parties will convene an LMC meeting to review the matter, using the above criteria.

10.4. Community Corrections Work Program. The County agrees not to assign to the Community Corrections program the work normally performed by bargaining unit members if the assignment of such work eliminates, jeopardizes, or reduces the normal workload of the bargaining unit. FMD will provide the LMC with quarterly updates of work the Community Corrections crew is performing. Prior to expanding the work of the Community Corrections crew to performing work historically performed by bargaining unit members on an ongoing, regular basis, the County will bargain such expansion.

ARTICLE 11: WAGE RATES AND OVERTIME

11.1. Wage Rates. Wage rates for the term of this agreement will be in accordance with

classifications and wage rates listed in Addendum A, which is a part of this agreement.

11.2. Step Movement. All regular full-time and regular part-time employees who are not at Step 10 or on probation will advance to the next higher step on the salary range on January 1 of each year of the Agreement.

11.3. Cost of Living Adjustment (COLA). Except as otherwise provided in the Parties Memorandum of Agreement entitled "Memorandum of Agreement by and Between King County and Service Employees International Union, Local 925 Addressing The 2011 Budget Crisis" (Document code: 000U0310_COLA-2011_012) expiring December 31, 2014, eligible bargaining unit employees will be eligible to receive COLA as provided for below.

2013 - Effective January 1, 2013 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 percent (0%) floor and no ceiling.

2014 - Effective January 1, 2014 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 percent (0%) floor and no ceiling.

Economic and Fiscal Conditions Reopener. 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.

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

11.5. On-Call. All employees required to carry notification devices (pagers or "beepers") during their normally scheduled time off shall be compensated at the hourly rate of $0.75 (seventy five cents) for all time spent while so assigned.

11.6. Schedule Changes. All hours worked by an employee required to work a special schedule or to change his/her shift, absent five (5) work days advance written notice as provided in Article 12.5, shall be compensated as overtime at one and one-half (1-1/2) times the regular rate of pay; provided, however, in a case where snow removal, flood control, and/or sanding operations have been anticipated and "alert" or "standby" status advance warning has been given or in a case where a special schedule is needed to respond to conditions or circumstances beyond the control of the County, overtime pay shall not be required under this section; provided further, an employee who voluntarily accepts a training opportunity with less than five (5) days notice of a schedule/shift change may adjust his/her schedule and shall not be eligible for overtime under this section.

11.7. Licenses and Certifications. Employees who are required to have hazardous materials handling, commercial drivers, or other licenses, certificates, or special endorsements, except standard driver's licenses, to perform their jobs, will be reimbursed for the cost of maintaining these licenses or certificates.

11.8. Shift Differential.

A. Hazardous Waste. Hazardous Waste Technicians, Hazardous Waste Surveyor/Project Manager, and Supervising Hazardous Waste Technician shall receive a 10% shift differential for working swing shift during the period 2:00 p.m. through 10:00 p.m. and a 15% shift differential for working graveyard shift during the period 10:00 p.m. through 4:00 a.m.

B. Utility Workers. When the majority of the hours worked fall on a scheduled shift after 4:00 p.m., the entire shift worked will receive a 10% shift differential. When the majority of the hours worked fall on a scheduled shift after 12:00 a.m. (midnight) the entire shift worked will receive a 15% differential.

11.9. Overtime. Employees on a five (5) day schedule shall be paid at the rate of time and one-half (1-1/2) for all compensated hours in excess of eight (8) in one day, exclusive of lunch period, or forty (40) in one week. Employees on a four-day schedule shall be paid at the rate of time

and one-half for all compensated hours in excess of ten (10) in one day, exclusive of lunch period, or forty (40) in one week. Employees shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all regularly scheduled hours worked during the nine (9) hour period following the end of the employee's previous shift, unless a higher rate applies. Overtime shall be compensated for in cash except as provided in Section 11.13.

11.10. Work Week. The work week shall be as determined by the County to comply with Fair Labor Standards Act (FLSA) provisions. Saturday and Sunday work is not overtime when it is a regularly scheduled work day for the individual crew unless required by the FLSA.

11.11. Prior Authorization. All overtime shall be authorized in advance by the Section Manager or his/her designee in writing, except in emergencies.

11.12. Overtime Assignments.

A. All employees may volunteer for overtime work. The County will offer overtime work only to those employees who have previously volunteered. If the need for overtime workers exceeds those available within the classification needed, the County will seek volunteers from other classifications who are qualified to perform the work prior to granting the assignment to temporary employees. However, the County reserves the right to assign mandatory overtime work if there are insufficient volunteers or in emergency situations, beginning with the least senior qualified employee in that job classification. Overtime at the end of a shift to complete an assignment and/or project is exempt from this section. In such cases the employee(s) doing the work will complete the day's assignment.

B. Overtime List. For each classification at a work location, the County will maintain and post a list of employees who have volunteered for overtime work. Work location shall mean the downtown County complex or each outlying County site. Provided, however, all Utility Worker IIs will be placed on a single overtime list.

The list will initially be created in seniority order. Offers of overtime work will always be made to the employee at the top of the list. Once an employee is offered overtime work, the employee's name will move to the bottom of the list, whether or not the employee accepts the overtime assignment. All others on the list will move up accordingly. The list will be updated on the

first of each month. Each month employees will have an opportunity to be added to the bottom of the overtime list. The lists will distinguish among regular, term-limited, and temporary employees.

Overtime will be offered to employees on the overtime lists who are not on leave status and are present at work or contacted by phone when the time the overtime is being scheduled. Employees who are on approved leave status, not present at work or unable to be contacted by phone will maintain their ranking on the rotating lists. Employees who fail to work the overtime they have agreed to work or who call in sick may be removed from the lists for that calendar year at the discretion of the supervisor.

Step 1.

a. For each work location, overtime will first be offered to regular employees on the overtime list.

b. If the County is unable to secure volunteers from among regular employees, overtime will then be offered to term-limited employees on the overtime list working at the location in question.

c. If the County is unable to secure volunteers from among term-limited employees, overtime will then be offered to temporary employees on the overtime list at the location in question.

Step 2.

If the County remains unable to secure volunteers, the work will be offered to employees at other work locations using the procedure in Step 1.

Step 3.

In the event that Steps 1 and 2 have been exhausted and there are insufficient volunteers to work the overtime needed, the County will assign the overtime to any qualified employees within the bargaining unit.

C. Supported Employees.

Overtime opportunities for custodians in the supported employment program will be evaluated by the LMC outside of the procedure set forth in Step 1.(c) above.

11.13. Compensatory Time. There shall be no practice of compensatory time off unless

requested by the employee and agreed to by the Section Manager or designee.

A. Compensatory time off shall be earned at the rate of one and one-half (1-1/2) times the regular rate.

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

C. Notwithstanding (B) above, compensatory time off shall be scheduled at a time that does not unduly disrupt the operations of the Section. If federal or state law provides for greater benefits for the use of paid leave for family care, the applicable law will apply.

11.14. Call Out. A minimum of four (4) hours at one and one-half (1-1/2) times the regular rate shall be allowed for each call out. Where such call out work exceeds four (4) hours, the actual hours worked shall be allowed at one and one-half (1-1/2) times the regular rate. A "callout" will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to his/her normally scheduled shift. In the event the employee is called back to work within four (4) hours of the start of his/her regular shift, the employee will be compensated at the overtime rate only for the hours immediately preceding the start of his/her regular shift.

11.15. Special Schedule. Specially scheduled working hours will be compensated at one and one-half (1-1/2) times the regular rate. In the event this specially scheduled work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift, the regular shift shall be compensated at regular pay.

11.16. Emergency Call Outs. Emergency call outs with less than two hours notice shall be paid at two (2) times the regular rate for a minimum of four (4) hours. In the event this emergency call out work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift, the regular shift shall be compensated at regular pay.

11.17. Hours Worked. For purposes of this Article, "hours worked" means all compensated hours.

11.18. Utility Worker and Inventory Purchasing Specialist Re-opener.

If, during the term of this Agreement, the County enters into an agreement with the Joint Crafts Council implementing a higher pay range for the Utility Worker I, Utility Worker II, and/or Inventory Purchasing Specialist I classifications than those listed in Addendum A of this Agreement, the range(s) in Addendum A will be adjusted to reflect the same increase, effective the same date.

11.19 Supported Employee Program Review

The parties to this Agreement acknowledge that there exists an ongoing study of the County's Supported Employment Program. The Union will be kept apprised of the status of that study as it applies to this unit. The parties agree to reconvene negotiations with the intent of determining the appropriate pay rate for any new classifications for the aforementioned employees. Further, the parties agree that no employee in this Program will suffer a reduction in their hourly rate as a result of the study.

ARTICLE 12: HOURS OF WORK

12.1. Normal Workweek. The normal work week shall consist of five (5) consecutive work days not to exceed eight (8) hours each to be completed in a nine (9) hour period and not to exceed forty (40) hours per week. Meal periods will be unpaid.

12.2. Split Shifts. Split shifts will not be scheduled except with the expressed written consent of the employee. Employees will not be required to work both Saturday and Sunday, except in cases of emergency or with the expressed written consent of the employee, unless Saturday and Sunday work is a part of a normal work schedule.

12.3. Alternative and Flex Schedules. The County agrees in principle to the concept that alternative work schedules/flex time for individual employees should be considered and may be utilized if mutually agreed upon by the employee and the employer. Written requests for alternative work schedules/flex time will be considered and evaluated in terms of the best interests of both the County and the employee. The request will be acted on and returned to the requesting employee. All alternative schedules shall be reduced to writing with copies to the Union and the Human Resources Division.

12.4. Schedule Changes. The supervisors and lead workers may change the scheduled hours

and provide special schedules for special operations such as snow removal, flood control and sanding operations, and other special schedules such as watchmen or other personnel on special activities; provided, however, special clothing and special equipment will be made available for special operations.

12.5. Notice for Special Schedule or Shift Change. Normally, at least five (5) working days advance written notice shall be given the employee prior to the commencement of a special schedule or shift change, except in the case where snow removal, flood control and sanding operations may be anticipated, in which case an "alert" or "stand-by" status advance warning is sufficient. An employee who works performing tasks considered "special operations" as defined above will have such experience recognized by a letter placed in the personnel file of the employee with a copy to the employee. Shift changes shall not be used to circumvent overtime pay.

12.6. Safety Meetings. Where regular safety meetings are conducted, employees will be released from work with pay to attend. If necessary, the employee's work schedule will be altered to accommodate their participation during paid working hours.

12.7. Release from Work. If an employee is scheduled to work but no work exists, the County must notify the employee at least two (2) hours prior to the beginning of the normal shift or a four (4) hour minimum pay will prevail.

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

12.9. Floor Care Specialist Schedule. Employees performing Floor Care Specialist duties shall work forty (40) hours a week within a seven (7) consecutive day period, as provided below:

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

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

12.10. Hazardous Waste Schedules. For Hazardous Waste Technicians, Hazardous Waste Supervisors and Hazardous Waste Surveyor/Project Managers who work a 4 day/10 hour work week, the following shall apply:

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

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

C. Division Management has the right to return the employees as a group to an eight (8) hour/five (5) day schedule in the event the four/ten work week does not meet the business needs of the division. Such return shall be subject to the notice requirement in Article 12, Section 5 and the compensation requirements in Article 11, Section 6. In addition, Division management shall officially notify the union in advance and discuss with the union possible alternatives to a return to an eight hour/five day schedule.

D. The employees recognize there may be a need to revert to an eight (8) hour/five (5) day schedule on a temporary basis to resolve a bona fide hazardous materials emergency. In this event the employees agree to waive their rights as described in Article 11, Section 6. The employees do not waive those rights with respect to arbitrary day to day shifts and/or schedule changes.

E. If a holiday is officially observed on a Friday that is a normal day off, the holiday will be taken on the last normal work day of that week. If a holiday is officially observed on a Monday that is a normal day off, the holiday will be taken on the next normal work day of that week.

ARTICLE 13: MEDICAL, DENTAL AND LIFE INSURANCE

13.1. Maintenance of Benefits. The County shall maintain the current level of benefits under its medical, dental, vision and life insurance programs during the life of this Agreement subject to modification by the Joint Labor-Management Insurance Committee (JLMIC) as provided in Section 13.3.

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

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

Joint Labor Management Insurance Committee.

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

ARTICLE 14: MISCELLANEOUS

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

14.2. Classification Specifications. The County shall furnish the Union with specific classification specifications for all classifications in the bargaining unit upon written request. The County shall also furnish the union with job announcements describing the function, scope and complexity of specific positions and the knowledge, abilities and qualifications for the positions. The County will notify the Union of proposed revisions to the classification specifications, and the County and the Union shall meet to review the proposed revisions prior to implementation on written request of the Union.

14.3. Uniforms and Inclement Weather Gear.

A. Uniforms. Uniforms and their replacement, excluding maintenance, shall be paid for by the County according to County policy. In the event that the County requires all employees to wear uniforms, the Union and the County will meet to negotiate the impact of a uniform requirement.

B. Inclement Weather Gear. The County will provide appropriate rain gear for all employees working in inclement weather as needed. Employees are responsible for care and cleaning. Employees may exchange worn or damaged gear on an as needed basis.

14.4. Training. The County recognizes the mutual benefit to be attained by affording training opportunities to employees relating to their job duties and shall provide information and access to training opportunities, within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and motivating employees to enhance their personal capabilities in performance of their jobs. All employees shall have equal access to training. The County may provide employees release time to attend training programs that will be beneficial to their job performance. Notice of all such training opportunities which

management deems appropriate will be made available to all employees in writing. If the County requires attendance at such training programs, the County will pay the expenses incurred.

14.5. Procedures Changes. Changes in written procedural guidelines or other work rules or regulations will be implemented only upon written notification of revisions to the Union. No employee shall be held responsible for violation of a written instruction, regulation, rule or guideline provided oral instructions to do so were received from supervisory personnel.

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

14.7. Labor-Management Committee (LMC). LMC meetings will be held on at least a quarterly basis. The purpose will be to deal jointly with issues of mutual interest and to maintain and improve Labor-Management relations. The LMC does not have the authority to hear active grievances or circumvent the grievance process contained within this Agreement. Further, the LMC may bargain upon agreement by the parties' authorized bargaining agents, who shall be present for bargaining. LMC agendas and minutes shall be distributed to LMC members at least three working days in advance of the meeting. Agenda items shall be submitted by both Labor and Management and shall be limited to items of a group, rather than an individual, interest and concern. The jointly approved minutes shall stand as the official record of decisions made by the LMC. In addition, the LMC will maintain a decision log summarizing all agreements reached by the LMC.

14.8. Work Assignments.

For positions other than vacancies created by reductions in force, employees may submit written requests to be considered for work assignments at different locations or on a different schedule. In the course of making work assignments, management will consider these requests in order of the seniority of the requesting employees. Assignment decisions shall continue to be at management's sole discretion. For purposes of this Section, "assignment" shall mean a specific floor/shift work assignment within a given work location and "work location" shall mean the downtown County complex or each outlying County site.

14.9. Hiring Processes.

A. Posting. The County will make information about job openings, including transfer opportunities, available to bargaining unit members. Job announcements and upgrade opportunities, both temporary and permanent, will be posted on all FMD bulletin boards. Additionally, supervisors will distribute information about job opportunities to those employees who work in areas that do not have a bargaining unit bulletin board. The County agrees to routinely (at least quarterly) remind all bargaining unit members of the option of learning of about job opportunities by regularly contacting the Building Services Job Line.

B. Transfers.

1. The County retains the right to transfer employees.

2. The County will not initiate a competitive process to fill an open position until after bargaining unit members have had an opportunity to make a lateral transfer. To be considered for a transfer, an employee must possess the qualifications and skills that the appointing authority has determined to be required in the vacant position. If more than one employee requests the transfer, selection will be based upon seniority within the bargaining unit.

3. Unsuccessful applicants for transfer, where seniority is not the deciding factor, may request a meeting with the appointing authority to discuss the reasons for their non-selection.

4. Employees on probationary status may not submit transfer requests.

C. Promotions. If, based on a comprehensive review of the required initial application materials, regular bargaining unit employees are determined to meet the posted minimum qualifications for a promotional vacancy, those employees will be given additional consideration during each phase of the selection process. If a regular bargaining unit employee is not selected for the promotion, other bargaining unit members who meet the posted minimum qualifications will be given additional consideration over external applicants. The decision as to which applicant will be selected to fill the vacancy shall be the sole prerogative of the appointing authority. Unsuccessful candidates for promotional vacancies will be notified that another person has been selected and upon request will be entitled to a meeting with the appointing authority or designee to discuss the reasons

for their non-selection.

14.10. Payroll Process Changes. If during the life of this Agreement the Council or Executive adopts a biweekly payroll plan, the parties agree to adopt the plan.

14.11. Classification/Compensation Project. If the County announces its intent to implement any results of the Classification/Compensation Project, it will give notice to the Union and bargain the effects of the change.

14.12. Union Notification. When a significant change in work processes or methods is contemplated, the Union will be notified in writing. Upon the Union's request, changes in work processes shall be discussed before they are implemented, except in the event of an emergency.

14.13. Bus Passes. Employees who are benefit eligible will also be eligible for a bus pass and other benefits of the King County Employee Transportation Program.

14.14. Downtown Parking. The County agrees to provide County garage parking at no cost to bargaining unit employees who work in the Downtown Courthouse Complex and who have regularly scheduled shifts on weekends and/or beginning at 3:00 p.m. or later. Further, the County agrees to provide parking at no cost to the employee if the County requires that he/she be temporarily assigned to report to the Downtown Complex.

ARTICLE 15: DISPUTE RESOLUTION PROCEDURES

15.1. 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.

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

15.3. 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.

15.4. 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 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-six (26) days of the employee's initial contact with his/her immediate supervisor. The referral shall be in writing from the Union and shall describe the specific event(s) giving rise to the grievance, the section(s) of the Agreement allegedly violated, and the remedy sought.

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

2. If the Union representative, the employee, and the Division Director are unable to reach agreement resolving the grievance, the decision of the Division Director shall be presented to the employee and the Union in writing within thirty-five (35) days of the referral to Step 2. Additionally, if there is no resolution, the Division Director's final pre-arbitration response must be concurred in by the Labor Negotiator, who will be the Union's contact for the employer thereafter in the process.

C. Step 3. Any grievance not resolved at Step 2 may be submitted to arbitration. Any such submittal must occur within thirty (30) days of the Division Director's Step 2 decision and

must specify the exact question to be arbitrated or the grievance shall be presumed resolved.

15.5. Arbitration Procedure. Should arbitration be necessary either after an attempt to mediate the grievance or directly after Step 2, the parties shall select a third disinterested party to serve as arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of seven arbitrators furnished by the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The arbitrator will be selected from the list by both the County representative and the Union, each alternately striking a name from the list until only one name remains. The party to strike first will be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the Association shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding on both parties.

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

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

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

15.6. Alternative Dispute Resolution Procedures.

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

B. Grievance. After a grievance is initially filed, the following Alternative Dispute Resolution (ADR) process may be followed, with mutual consent of the Union and the Division.

This process will not exceed ten (10) days:

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

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

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

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

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

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

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

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

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

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

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

B. If arbitration is invoked, the arbitration procedures set forth in Article 15.5 shall

apply.

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

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

15.10. Temporary Employee Right to Grieve. Seasonal, temporary, and term-limited temporary employees shall have no right to grieve discipline and discharge. Grievances brought by seasonal, temporary, and term-limited temporary employees involving issues other than discipline and discharge may be processed in accordance with this Article.

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

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

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

ARTICLE 16: REDUCTION IN FORCE AND RE-HIRE

16.1. Layoff. The County and the Union recognize the value of well trained and qualified

employees and agree that other employment options should be explored prior to invoking a lay-off procedure as a result of a lack of work and/or shortage of funds. In addition, the County and the Union recognize the value of two-way communication in facilitating workforce transitions as a result of lay-offs. The following process is established to assure that communication and exploration of alternatives to lay-off are achieved.

A. Step 1. At the time Division management proposes or is told of facility closures, service reductions, budget reductions or other actions which could result in employee lay-offs within this bargaining unit, Division management shall make this information, as well as information about the reasons for the proposed or actual action, the likely time frame within which such action will occur, and the extent of impact on the workforce, available to the appropriate Labor-Management Committee as set forth in Article 14, Section 7 of this Agreement as soon as practical.

B. Step 2. The Labor-Management Committee shall be convened specifically to discuss and recommend alternatives, including but not limited to employee re-training, transfer to vacant positions in other units, and transfer to vacant positions in other divisions, which could be explored by the County as alternatives to layoffs for potentially affected employees.

C. Step 3. The County shall inform the Union of alternatives to lay-off which were explored at the time final lay-off decisions are announced.

16.2. Facility Closure or Ownership Transfers. If a facility closes or ownership transfers, the County will involve the Union and employees in discussions about the closures early on and will seek to find other jobs inside King County for employees potentially affected by facility closures by:

1. Looking for internal placements within the bargaining unit.

2. Interviewing potential RIF candidates and considering their qualifications for any pending bargaining unit vacancy prior to opening the vacant position to other candidates. When RIF candidates could be trained on the job within the probation period, management will consider training the candidate to meet minimum requirements for passing probation.

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

4. Looking outside the bargaining unit for placements pursuant to Section 16.7 of this

Article.

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

16.4. Utilization of Personnel Guidelines. If the provisions of Sections 16.2 and 16.3 of this Article are not successful, the employees shall be able to avail themselves of any opportunities established in the Personnel Guidelines.

16.5. Layoff by Classification. Employees laid off as a result of a lack of work and/or shortage of funds shall be laid off according to seniority within classification as set forth in Article 17, Seniority, of this Agreement.

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

16.7. Recall. Regular employees laid off shall be recalled in the inverse order of layoff; namely, those laid off last will be recalled first. Recall provisions are provided under the terms of the Personnel Guidelines. In the event that the employee is laid off from more than one position, s/he shall have recall rights for each position as provided under this Article.

16.8. No Promotion on Recall. Regular employees on layoff shall be referred to other positions within the Career Service in accordance with applicable County policies. For purposes of this contract, such policies shall be interpreted as follows: Except in cases where an employee previously has been laid off from a higher paid classification and is eligible for recall in that classification, no employee shall be recalled to employment in a classification with a higher pay range than the pay range of the classification held at the time of layoff. In the event the classification

from which the employee was laid off moves to a higher pay range, the employee will continue to have recall rights to that classification or to any new classification which includes the classification held at the time of layoff.

16.9. Lateral Bumping. If a bargaining unit position is eliminated, the employee who held that position can bump into any position for which he/she is qualified and which is occupied by any less senior employee in the class; any employee who is bumped by a more senior employee whose position has been eliminated can bump into any position for which he/she is qualified and which is occupied by any less senior employee in the class. Bumping shall occur pursuant to the following procedures:

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

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

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

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

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

F. Step 6. All affected employees will be required to submit location preferences in order of priority to their immediate supervisor. All affected employees will be given 14 calendar days to submit their preferences to the immediate supervisor after receipt of the formal position list.

The supervisor will match affected employees' qualifications to position qualification requirements.

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

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

16.10. Probation. Employees who elect to bump as provided herein or are recalled will not be required to serve a probationary period in the classification, provided the employee has already successfully passed probation in that classification.

ARTICLE 17: SENIORITY

17.1. Definitions. Seniority shall be defined as follows:

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

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

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

17.2. Seniority Upon Promotion. A regular employee in the bargaining unit who is promoted to another classification within the bargaining unit shall continue to accrue seniority in the

classification from which s/he was promoted.

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

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

ARTICLE 18: EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 19: SAVINGS CLAUSE

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

ARTICLE 20: WORK STOPPAGES AND EMPLOYER PROTECTION

20.1. Public Interest. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective.

20.2. No Lock Out. The County agrees not to lock out employees covered under this Agreement.

20.3. No Work Stoppage. The Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave

absence which is not bona fide, or other interference with County functions by employees under this Agreement and should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employee in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being absent without authorized leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Section Manager if the employee presents satisfactory reasons for his/her absence within three (3) calendar days of the date his/her automatic resignation became effective.

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

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

1. Discharge.

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

ARTICLE 21: WAIVER CLAUSE

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

ARTICLE 22: EMPLOYEE RIGHTS

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

22.2. Just Cause. No regular employee shall be disciplined or discharged without just cause. Disciplinary action shall normally be taken within fourteen (14) calendar days of the County's knowledge of the alleged violation or such action will be null and void. Provided, that if the circumstances surrounding the alleged violation and subsequent investigation are such that the County could not complete the necessary investigation and take disciplinary action within fourteen (14) calendar days of the alleged violation, the disciplinary action shall be taken within fourteen (14) calendar days of the conclusion of the investigation or such action will be null and void. All investigations related to disciplinary matters will be conducted in a timely manner. After engaging in an investigatory meeting for alleged misconduct or potential discipline, the employee will be notified of the results of the investigation whether or not the investigation resulted in discipline. For purposes of this section, "County" shall mean the first level of supervision outside of the bargaining unit.

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

22.4. Personnel Files. Official personnel files shall be securely maintained in a central location. Employees shall have the right to review their personnel files with reasonable notice, and they shall be entitled to copies of the contents upon request. Employees may add a rebuttal statement to any disputed item(s) contained in the file, which shall be attached to the document(s) in question and retained in the file. Negative performance/behavior-related materials to be inserted into the personnel file shall be reviewed by the employee prior to being inserted into the personnel file; the employee shall first sign the material to be placed into the file, thereby documenting only his/her acknowledgement of the documented performance or behavior deficiency. An employee may request, after a minimum of two years, to have records of disciplinary actions removed from the employee's personnel file. The County will consider the request if no related violations have occurred since the disciplinary action was issued. Employees may request to have included in the personnel file any written documentation that reflects favorably on the employee's conduct or work quality. Nothing in this section shall prevent the County and the Union from reaching a mutually acceptable agreement regarding the removal or revision of personnel records as the result of a

grievance settlement.

22.5. Letters of Commendation. Letters and other memoranda of commendation, whether received from the County or outside parties, shall be retained in the employee's official personnel file.

22.6. Health/Medical Records. Health and medical records of employees shall be securely maintained in a central location. Such files are entirely separate and distinct from the employee's personnel file. No information pertaining to the employee's health or medical conditions will be kept in personnel files or supervisor files.

22.7. Supervisor's Files. Supervisors may maintain secondary personnel files to aid in preparation for the annual performance evaluation. Items appropriate to be kept in such files include samples of work, copies of letters of commendation and/or complaint, notes from informal discussions with the employee regarding work performance and corrective action, and copies of training records. The file shall be purged when the evaluation has been completed. Employees shall have the right to review their file with reasonable notice. Employees may add a rebuttal statement to any disputed item(s) contained in the file, which shall be attached to the document(s) in question and retained in the file.

22.8. Confidentiality of Personal Information. Personnel files, records, and supervisor's files shall be maintained in a secure and confidential manner.

22.9. Access to Information by Outside Parties. In the event a public disclosure request is received from an outside party seeking to access an employee's personnel files or records, the County will inform the employee of the identity of the requesting party and the nature and scope of the request as soon as practicable prior to disclosure.

22.10. Reclassification. Reclassification requests (position description questionnaires) submitted to supervisors shall be submitted to the Human Resources Division within ten (10) working days. The Human Resources Division shall act within four (4) months of the original submittal.

22.11. Drug and Alcohol Policy. The Executive Order #PER 15-2-2 (AEP), dated March 14, 2012, "Policy for King County Prohibited Drug Use and Alcohol Misuse Education and

Testing Program" (hereinafter called "Drug and Alcohol Policy"), as amended, is incorporated herein by reference, with the following modifications or additions.

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

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

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

ARTICLE 23: WORK OUTSIDE OF CLASSIFICATION

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

23.2. Filling the Position. After forty-five (45) calendar days of work performed in accordance with 23.1, a meeting may be requested by the Union. The purpose of the meeting would be to review the circumstances and to discuss the need to fill the position vacated by the employee working out of classification and the strategy for filling the position to which the employee is currently assigned in an acting capacity, or implement the recall process if applicable.

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

(1) Time limited or project specific workload;

(2) Seasonal work;

(3) Cyclical work;

(4) Backfill vacancies during selection process;

(5) Backfill vacancies that may be target for elimination;

(6) Backfill vacancies due to leaves of absence;

(7) Backfill vacancies during dispute resolution.

23.4. Training Capacity. Employees in a training capacity may be assigned work normally performed by a higher classification, except they will not be placed in a training capacity to circumvent the intent of Section 23.1, hereof. An employee assigned to a training capacity shall be under the supervision and guidance of his/her immediate supervisor and shall not be in the training position for more than ten (10) consecutive, regular working days.

23.5. Accountability. Employees shall not be held accountable while performing work unrelated to the concept of their class specification except as provided in Section 23.1.

23.6. Seasonal and Cyclical Work. Seasonal or cyclical work out of class as Floor Care Specialist, Window Washer, Utility Worker, and Hazardous Waste Technician, will be assigned on a voluntary basis to employees qualified to perform the work, provided such work can be scheduled without incurring an overtime liability. Whenever possible, licensed Custodians or Utility Workers will be offered the opportunity for Hazardous Waste Technician work prior to hiring such from outside the Division. Pay for work so assigned shall be for all hours worked outside of classification. The frequency and duration of such work out of class assignment to individual employees shall be at the sole discretion of management. In the event employees cannot be assigned without incurring an overtime liability, the County may assign the work out of classification to other bargaining unit employees.

23.7. Window Washing. Employees assigned to work out of class washing windows shall receive assignment pay beginning with the first hour of assignment and will perform all functions of the assignment.

ARTICLE 24: UNION REPRESENTATION

24.1. Visiting Work Sites. Authorized representatives of the Union may, after notifying the County official in charge, visit the work location of employees covered by this Agreement at any reasonable time for purposes related to responsibilities as the collective bargaining agent, including

the investigation of grievances, but shall not conduct union business on County time.

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

24.3. Stewards. The Union shall have the right to appoint stewards under the terms of this Agreement. The Division shall be furnished with the names of stewards so appointed. The steward shall see that the provisions of this Agreement are observed, and he/she shall be allowed a reasonable time to investigate grievances during regular working hours.

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

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

24.6. Email Access. To the extent feasible, authorized union stewards, negotiating team, and LMC members may use the e-mail system for contract administration purposes, provided that this provision is consistent with other County policies and does not interfere with County business.

ARTICLE 25: PRODUCTIVITY RECOGNITION PROGRAM

25.1. Applicability. The terms of the Productivity Recognition Program apply to all existing bargaining unit members covered at the time this Agreement is implemented after ratification by the King County Council.

25.2. Productivity Goals. The productivity goals will be based on reasonable measures of

performance in areas such as quality and quantity of work. The parties agree that the goals will be tailored to classification responsibilities and consequently recognize that some measures may be specific to certain classifications and not others. The parties agree that the Productivity Program is not intended to result in staffing reduction as productivity increases.

25.3. Monthly Premium. For each month during the life of the contract, all employees in the Program will receive a monthly premium of $100 for participating in the program.

25.4. Recognition Payment. The maximum recognition payment will be three hundred dollars ($300) per quarter. For employees in the Utility Worker II classifications, the maximum recognition payment will be three hundred and seventy five ($375) per quarter.

25.5. Program Goals and Criteria. The Program goals include exceptional quality of work, timely completion of tasks, and satisfied customers. The parties agree that the Program must involve clear performance standards, clear customer expectations, and an objective measurement system. The following criteria will apply:

A. Employees are eligible for the recognition payment if they exceed performance standards for the work performed the previous quarter.

B. Employees will be given specific direction as to the parts of their job performance that are in need of improvement at the same time that the audit results are shared with them. Additionally, the supervisor/lead shall provide, upon request, additional training and/or support to assist the employee in meeting the identified goals.

C. In completing performance audits supervisors will take into consideration the results from applicable customer surveys as well as customer commendations, customer complaints, and staffing levels.

D. Customers will be surveyed in April and October of each year and surveys will be tracked by work location.

E. Performance audits will be administered by supervisors once per quarter. The rating scale for the supervisor performance audit will be:

Audit Score	Explanation
1	**Unacceptable:** Performance inadequate to meet minimum standards for the job. Improvement, identified within the audit, is required.
2	**Meets minimum standards:** Performance satisfactory in most job areas but marginal in some areas. Performance expected to improve significantly in areas requiring improvement, as identified.
3	**Meets standards:** Performs satisfactorily. Meets job standards; achieves planned results.
4	**Exceeds standards:** Consistently surpasses the standards for responsibility in all major areas of the job.
5	**Exceptional:** Performance far exceeds job standards and responsibilities in all areas of the job.

F. The quarterly recognition lump sum payment will be based on the results of the employee's quarterly end performance audit.

G. To be eligible for a recognition lump sum payment, the employee must receive a total average rating of at least "Exceeds Standards" on the supervisor's performance audit (i.e., a rating of at least "4.00").

H. Employees hired during the calendar year will receive a pro-rated portion of the recognition payment based on the number of months worked in a paid status. To be eligible for any recognition payment, employees must be in a paid status for at least two (2) months of the previous quarter. For the purpose of this provision, a month will be defined as no less than half the workdays within a given month.

I. The Program will be administered by the Facilities Management Division. The County will provide the LMC with regular reports on the program.

J. Concerns or disputes regarding the program, not involving specific employees, will

be brought to the LMC. If it is not resolved at the LMC or if it deals with a specific employee or employees, it may be pursued through mediation utilizing the Inter-Local Conflict Resolution Group.

ARTICLE 26: DURATION

This Agreement shall be in effect following full and final ratification by the Council and remain in effect until December 31, 2014.

Contract negotiations for the period beginning January 1, 2015 may be initiated by either party providing to the other written notice of its intention to do so no later than June 30, 2014. It is the goal of both parties to conclude negotiations prior to expiration of this Agreement.

APPROVED this 8 day of OCTOBER, 2012.

By: _____

King County Executive

For Service Employees International Union, Local 925:

Ida Kovacic
Organizer/Representative

Lester Roberts
Bargaining Unit Member

Chris Black
Bargaining Unit Member

Billie Siufanua
Bargaining Unit Member

Saybre Locke
Bargaining Unit Member

Faualuga Siufanua Jr.
Bargaining Unit Member

cba Code: 012 Union Code(s): A6

ADDENDUM A

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

AND

KING COUNTY

Job Class Code	PeopleSoft Job Code	Classification Title	Range*
9101100	912108	Custodian	30**
9101102	912109	Custodian - Floor Care	31
9101310	912304	Custodian - Lead	34
9101103	912110	Custodian - Windows	36
8104300	814302	Hazardous Waste Surveyor/Project Manager	62
8104100	814102	Hazardous Waste Technician	46
8104200	841502	Hazardous Waste Technician Supervisor	52
2211100	221504	Inventory Purchasing Specialist I	42
9440100	942104	Utility Worker I	35
9440200	942210	Utility Worker II	39

* All salary ranges are the King County Salary Schedule, "squared table."

** Custodian employees in the Supported Employment Program: The rate of pay is 75% of the appropriate step of Range 30.

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

Discontinuation of Existing Productivity Recognition Program

Background

King County and Service Employees International Union Local 925 are parties to a labor agreement known as "Department of Executive Services - Facilities Management Division" (cba Code: 012). This collective bargaining agreement provides for a Productivity Recognition Program that compensates participating bargaining unit members that meet productivity standards annual amounts of $2,400 or $2,700 depending on their classification.

The County may seek to implement the Employee Accountability and Performance Appraisal System or EPAS for these bargaining unit employees in the near future. In any event, the County and the Union have agreed to phase out the existing productivity pay program for existing and newly hired bargaining unit employees.

The phase out and discontinuation of the existing productivity initiative will be conducted as follows.

Agreement

1.) Bargaining unit employees employed at the time of implementation of this agreement will continue to receive productivity pay pursuant to Article 25 of the parties collective bargaining agreement but will be held at pay ranges of the existing 2012 salary schedule and will forgo previously negotiated cost of living increases until such time (early 2015 based on Economic Forecasting Council Estimate) as the 2012 negotiated pay ranges and the new derived hourly productivity pay rate fall in line with the squared hourly salary table.

2.) Employees will continue to step progress annually on the frozen 2012 salary table during this period where existing bargaining unit members will be held at pay ranges of the existing 2012 salary schedule.

3.) Employees hired into bargaining unit positions after enactment of this agreement will not participate in the Productivity Recognition Program but will be eligible for COLA increase as provided for in the underlying collective bargaining agreement.

4.) This agreement expires December 31, 2015.

5.) In no event will an inspection with an unsatisfactory outcome affect employees' wages as established in this agreement.

Service Employees International Union, Local 925:

Ida Kovacic

Ida Kovacic

King County:

James J. Johnson