

Master Labor Agreement (MLA) - Appendix 47
Agreement Between King County
And
Service Employees International Union, Local 925
Department of Natural Resources & Parks - Parks & Recreation
[010]

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

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

ARTICLE 1: PURPOSE

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

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

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

7. Economically feasible;
8. Legal; and
9. Promotes efficient and effective public service.

ARTICLE 2: DEFINITIONS

2.1. Employee Categories.

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

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

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

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

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

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

1 career service;

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

3 and

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

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

9 **2.2. Temporary Lead Worker Assignment.** Temporary lead worker assignments may be
10 made at the discretion of the Section Manager as a means of ensuring efficient and effective
11 performance of work. This person has responsibility for scheduling, coordinating, assigning and
12 overseeing the work and providing input to employee performance evaluations. Duties of the
13 temporary lead worker shall not include hiring, firing, or disciplining of others. In the event a
14 performance feedback system is implemented as provided in Section 12.12, such feedback may be
15 considered in making these assignments.

16 **2.3. Regular or Temporary Employment.** For work performed by County employees
17 represented by this Agreement, the County and the Union have the common goal of maintaining a
18 stable, qualified work force. To this end, the following principles will guide the assignment of work
19 to employees represented under this Agreement, when such work is performed by County employees.

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

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

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

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

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

2.4. Temporary Employees. Pursuant to MLA Article 17 and the following:

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

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

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

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

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

C. These employees accrue sick leave, vacation leave and compensatory time in

1 accordance with the schedules in Articles 6, 7 and 8 during the period in which they are working and
2 have no accruals during the period in which they are not working. Accrued leave may be used only
3 during the period during which the employee is working. Any leave which is not used during the
4 work period is carried over to the next work period; provided, however, employees may choose to
5 cash-out any or all of their accrued vacation leave and/or compensatory time off at the conclusion of
6 each work period. In the event the employee resigns, s/he will be paid for unused vacation
7 leave/compensatory time as provided under the terms of this Agreement.

8 **D.** Contract provisions governing holidays (MLA Article 10 and Article 5) are
9 applicable to .67 FTE employees. The employees are not paid for holidays which occur when they
10 are not actually working. Personal holidays will accrue at 16 hours x .67, with half (1/2) the accrued
11 hours being placed in the employee's vacation account in October and the remaining half in
12 November or at the end of their working period, whichever comes first.

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

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

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

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

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

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

28 **2.7. Definition of Days.** Unless otherwise provided, days as used under the Agreement will

1 refer to calendar days.

2 **2.8. General Definition.** Unless otherwise defined under the King County Code or this
3 Agreement, all words will have their usual and customary meaning.

4 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

5 **3.1. Union Recognition.** The County recognizes the Union as the exclusive representative
6 having jurisdiction over the body of work performed by classifications included in the bargaining unit
7 which are specified in Addendum "A" of this Agreement.

8 **3.2. Union Membership/Representation Fee.** It shall be a condition of employment that
9 all employees covered by this Agreement who are members of the Union in good standing on the
10 effective date of this Agreement shall remain members in good standing and those who are not
11 members on the effective date of this Agreement shall become and remain members in good standing
12 in the Union or pay an agency fee. It shall also be a condition of employment that all employees
13 covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective
14 date shall, on the thirtieth (30th) day following the beginning of such employment, become and
15 remain members in good standing in the Union or pay an agency fee.

16 **3.3. Religious Tenets or Beliefs.** Nothing contained in this Article shall require an employee
17 to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or
18 beliefs that prohibit the payment of dues to union organizations. Such employee shall pay an amount
19 of money equivalent to regular union dues to a non-religious charitable organization mutually agreed
20 upon by the employee and the Union to which such employee would otherwise pay the dues. The
21 employee shall furnish written proof that such payment has been made.

22 **3.4. Dues Deduction.** Upon receipt of written authorization individually signed by a
23 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
24 of dues or representational fees as certified by the Secretary-Treasurer of the Union and transmit the
25 same to the Union. The Union will indemnify, defend and hold the County harmless against any
26 claims made and against any suit instituted against the County on account of any check-off of dues
27 for the Union. The Union agrees to refund to the County any amounts paid to it in error on account
28 of the check-off provision upon presentation of proper evidence thereof.

1 **3.5. Cause for Discharge.** Failure by an employee to abide by the above provisions shall
2 constitute grounds for discharge of such employee; provided, that when an employee fails to fulfill
3 the above obligations the Union shall provide the employee and the County with a thirty (30) day
4 notification of the Union's intent to initiate discharge action and during this period the employee may
5 make restitution in the amount which is overdue.

6 **3.6. Membership Application.** The County will require all new employees hired into a
7 position included in the bargaining unit to sign a form which will inform them of the Union's
8 exclusive recognition. One (1) copy of the form will be retained by the County, one (1) by the
9 employee and the original sent to the Union. The Parks Division will provide a union membership
10 application in their new hire packet. The County will notify the Union of any employee leaving the
11 bargaining unit because of termination, layoff, leave of absence or dismissal.

12 **3.7. Bargaining Unit List.** Pursuant to MLA Article 20 and the following: The County will
13 transmit to the Union twice a year, upon written request, a current listing of all employees in the unit.
14 Such list shall indicate the name of the employee, wage rate, job classification, work shift and
15 business unit.

16 **3.8. COPE Payroll Deduction.** The County shall, upon receipt of a written authorization
17 form that conforms to legal requirements, deduct from the pay of a bargaining unit employee the
18 amount of contribution the employee voluntarily chooses for deduction for political purposes and
19 shall transmit the same to the Union.

20 **ARTICLE 4: RIGHTS OF MANAGEMENT**

21 **4.1. Management Rights.** The management of the County and the direction of the work
22 force is vested exclusively in the County subject to the terms of this Agreement. Except to the extent
23 there is contained in this Agreement express and specific provisions to the contrary, all power,
24 authority, rights and jurisdictions of the County are retained by and reserved exclusively to the
25 County, including, but not limited to, the right to manage the work of employees; to discipline,
26 transfer, and evaluate employees; to determine and implement methods, means and assignments,
27 establish classifications and select personnel by which operations are to be conducted, including
28 staffing levels; and to initiate, prepare, modify and administer the budget.

1 **4.2. Release from Work.** When the County has no work available for employees in specific
2 classifications, nothing in this Agreement shall prohibit the County from assigning such employees to
3 perform other work as directed or, in absence of other necessary work, to send the employee home.

4 **4.3. Standardized Pay Practices.** The parties agree that applicable provisions of the
5 collective bargaining agreement may be re-opened at any time during the life of this agreement by the
6 County for the purpose of negotiating these standardized pay practices, to the extent required by law.

7 **ARTICLE 5: HOLIDAYS**

8 Pursuant to MLA Article 10 and the following:

9 **5.1. Overtime Calculation.** Holidays paid for but not worked shall be recognized as time
10 worked for purposes of determining weekly overtime for all employees.

11 **5.2. Holiday Premium.** Work performed on holidays shall be paid at a premium rate of one
12 and one-half (1-1/2) times the regular rate.

13 **5.3. Part-time Holiday Benefit.** Regular, probationary and term-limited temporary
14 employees who work a part-time schedule shall receive the regular holiday pay prorated in
15 accordance with their regular schedule. For example:

16

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

21

22 **5.4. Holiday Premium Pay for Seasonal Employees.** Seasonal employees shall be paid
23 time and one-half (1-1/2) for hours worked on the observed County holiday.

24 **5.5. Augmenting Holiday Pay.** If an employee's regularly scheduled work hours exceed the
25 number of holiday hours earned on any non-work holiday, the employee shall have the option of
26 using accrued vacation hours to allow total compensation hours to equal the number of hours in the
27 regular work schedule.

28 **5.6. Work on a Holiday.** Employees who work on a holiday have the option of earning

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

6 **5.7. Aquatics Center.** For bargaining unit members whose primary assignment is the
7 Aquatics Center, if a holiday is officially observed on a Friday that is a regular day off, the holiday
8 will be taken on the last regular work day of that week. If a holiday is officially observed on a
9 Monday that is a regular day off, the holiday will be taken on the next regular work day of that week.

10 **5.8. Holidays falling on the Weekend.** Employees whose regular work schedules include a
11 weekend holiday that the County observes on a weekday will receive a paid holiday on the actual
12 holiday and work the observed County holiday at straight time. If the employee is required to work
13 on the actual holiday, in addition to the paid holiday hours the employee will earn one and one-half
14 (1-1/2) times the regular rate of pay for all hours worked. Each District's Parks District Maintenance
15 Coordinator (PDMC) shall schedule their district employees as directed by the Section Manager.

ARTICLE 6: VACATIONS

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

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

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

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

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

3 **6.3. Effective Date of Accrual.** Employees eligible for vacation leave shall accrue vacation
4 leave from their date of hire with the County in a leave eligible position.

5 **6.4.** An employee shall not be granted vacation benefits if not previously accrued by the
6 employee.

7 **6.5. Accrual Above Maximum.** Pursuant to MLA Article 9.

8 **6.6. Ineligible to Work While Receiving Vacation Pay.** No employee shall work for
9 compensation for the County in any capacity during the time that the employee is on vacation leave.

10 **6.7. Increments of Vacation Leave.** Vacation leave may be used in one quarter (1/4) hour
11 increments, at the discretion of the employee's immediate supervisor.

12 **6.8. Rate of Pay for Use or Cash-out of Vacation Leave.** For purposes of this Article,
13 employees using accrued vacation shall be paid for such vacation at the base rate of pay in effect at
14 the time of vacation or upon termination, provided, that special assignments shall not be considered
15 to be a part of the base rate.

16 **6.9. Pay Upon Termination.** Upon termination for any reason, regular employees will be
17 paid for unused vacation leave. Regular employees hired after September 1, 1986, who are eligible
18 for participation in the PERS Plan I shall not be compensated for more than two hundred forty (240)
19 hours of accrued vacation at the time of retirement. Vacation hours accrued in excess of two hundred
20 forty (240) hours must be used prior to the employee's date of retirement or the excess hours shall be
21 forfeited.

22 **6.10. Eligibility for use and Pay-out of Accrued Vacation.** Employees in regular positions
23 who leave King County employment for any reason after successful completion of six (6) months of
24 County service in a leave eligible position will be paid for their unused vacation up to the maximum
25 specified herein, except for PERS I as provided in Section 6.9. Employees shall not be eligible to
26 take or be paid for vacation leave until they have successfully completed their first six (6) months of
27 County service in a leave eligible position and if they leave County employment prior to successfully
28 completing their first six (6) months of County service in a leave eligible position they shall forfeit

1 and not be paid for accrued vacation leave. The limitations in the preceding sentence do not apply to
2 employees using accrued vacation for a qualifying event under the Washington Family Care Act or as
3 otherwise required by law. Employees shall forfeit the excess accrual prior to December 31st of each
4 year except as provided for in Section 6.5.

5 **6.11. Payment of Accrued Leave upon Employee's Death.** In cases of separation from
6 County employment by death of an employee who has successfully completed his/her first six (6)
7 months of County service and who has accrued vacation leave, payment of unused vacation leave up
8 to the maximum accrual amount shall be made to the employee's estate or, in applicable cases, as
9 provided for by state law, RCW Title 11.

10 **6.12. Vacation Requests.** Employees shall comply with the Parks Division Vacation Policy
11 as approved by the LMC in 2002. For proposed vacations of two (2) weeks or less, employees must
12 submit a King County Leave of Absence Request Form to their supervisor at least one (1) week in
13 advance. For proposed vacations greater than two (2) weeks, employees must submit a King County
14 Leave of Absence Request Form to their supervisor at least two (2) weeks in advance. In addition,
15 for vacations greater than two (2) weeks, Parks District Maintenance Coordinator must submit a work
16 coverage plan to their supervisor at least two (2) weeks in advance. Supervisors are responsible for
17 balancing the needs of the work place and the employee's personal needs in evaluating the requests.

18 **6.13. Vacation Benefit on Return to Work.** If a regular employee resigns from County
19 employment in good standing or is laid off and subsequently returns to County employment within
20 two (2) years from such resignation or layoff, as applicable, the employee's prior County service
21 shall be counted in determining the vacation leave accrual rate under this Article.

22 **ARTICLE 7: SICK LEAVE**

23 Pursuant to MLA Article 34 and the following:

24 **7.1. Use of Sick Leave.**

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

27 **7.2. Administration.** Division management is responsible for the proper administration of
28 sick leave benefits. Verification from a licensed health care provider may be required to substantiate

1 the health condition of the employee or family member for leave requests. In cases where
2 management has documentation to support a history of excessive or patterned absenteeism, an
3 employee may be put on written notice by the Section Manager, that for a period not to exceed six (6)
4 months, requests for compensation under Article 7 Sick Leave must be accompanied by proof of
5 need. This section will be utilized in a consistent manner for similarly situated bargaining unit
6 employees throughout the Division.

7 **7.3. Family Care Leave.** Pursuant to MLA Article 11.

8 **7.4. Family and Medical Leave.** Pursuant to MLA Article 11.

9 **ARTICLE 8: MISCELLANEOUS LEAVES**

10 **8.1. Donation of Vacation and Sick Leave Hours.** Pursuant to MLA Article 6.

11 **8.2. Bereavement.** Pursuant to MLA Article 8.

12 **8.3. School Volunteer Leave.** Pursuant to MLA Article 4.

13 **8.4. Leave of Absence for Union Work.** Pursuant to MLA Article 22.

14 **8.5. Jury Duty.** Pursuant to MLA Article 5.

15 **8.6. Internal Hiring Examinations.** An employee eligible for paid leave will be entitled to
16 necessary time off with pay for the purpose of participating in county qualifying or promotional
17 examinations. This will include time required to complete any required interviews.

18 **8.7. Military Leave.** Pursuant to MLA Article 2.

19 **8.8. Leaves of Absence Without Pay.** Pursuant to MLA Article 3.

20 **ARTICLE 9: WAGE RATES AND OVERTIME**

21 **9.1. Addendum A.** Wage rates for the term of this Agreement will be in accordance with
22 classifications and wage rates listed in Addendum A which is a part of this Agreement.

23 **9.2. Steps.** All regular and term-limited temporary employees who are not at Step 10 will
24 advance to the next higher step on the salary range on January 1 of each year of the Agreement.
25 Regular employees employed as .67 FTEs who are not on Step 10 will receive a step increase on
26 January 1, if working, or when they return to work status. Effective January 1, 2005, regular
27 (including regular .67 FTEs) and term-limited temporary employees will progress through the
28 assigned wage range at the rate of two (2) steps per year. In the event the employee is at Step 9 on

December 31, he/she shall receive a one-step increase on January 1 or when they return to active work status during the calendar year.

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

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

9.3. Wage Adjustments. Pursuant to Total Compensation, MLA Article 29 and the following:

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

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

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

2. Large special events

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

4. No lead assignments during probationary period.

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

6. As approved by the Section Manager, lead assignment may rotate among crew members of good standing and performance and provide seven day coverage at satellite offices.

Example: if being coached for tardiness or work performance, an employee will not be considered for lead until six months after coaching has ended.

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

1 **9.5. On-call.** Pursuant to MLA Article 33.

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

11 **9.7. Licenses and Certifications.** Pursuant to MLA Article 36.

12 **9.8. Overtime Thresholds.** Employees on a five (5) day schedule shall be paid at the rate of
13 time and one-half (1-1/2) for all compensated hours in excess of eight (8) in one day, exclusive of
14 lunch period, or forty (40) in one week. Employees on a four (4) day schedule shall be paid at the
15 rate of time and one-half (1-1/2) for all compensated hours in excess of ten (10) in one day, exclusive
16 of lunch period, or forty (40) in one week. Employees shall be paid at the rate of one and one-half (1-
17 1/2) times their regular rate of pay for all regularly scheduled hours worked during the nine (9) hour
18 period following the end of the employee’s previous shift, unless a higher rate applies.

19 **9.9. FLSA Workweek.** The workweek shall be as determined by the County to comply with
20 Fair Labor Standards Act (FLSA) provisions.

21 **9.10. Overtime Rate.** Overtime shall be compensated for in cash at one and one-half (1-1/2)
22 times the regular rate of pay except as provided in Section 9.12.

23 **9.11. Authorization for Overtime.** All overtime shall be authorized in advance by the
24 Section Manager or his/her designee in writing, except in emergencies. Saturday and Sunday work is
25 not overtime when it is a regularly scheduled work day for the individual crew unless required by the
26 FLSA.

27 **9.12. Compensatory Time Off.**

28 **A.** There shall be no practice of compensatory time off unless requested by the

employee and agreed to by the Section Manager/designee.

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

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

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

9.13. Call Out. Pursuant to MLA Article 33.

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

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

9.16. Supported Employment Program. Pursuant to MLA Article 13.

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

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

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

10.1. Normal Workweek. The normal work week shall consist of five (5) consecutive work

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

5 **10.2. Alternative Work Arrangements.**

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

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

15 **10.3. Multiple Shifts.** Should it become necessary to schedule employees for shifts
16 extending beyond 6:00 p.m., the shift(s) will be offered to volunteers. If the County is unable to
17 secure volunteers, the shift(s) will be assigned to the employees in the district with the least seniority.

18 **10.4. "Utility Worker" Schedule.** When merging the former Utility Worker and
19 Maintenance Specialist II into the Parks Specialist II class specification, the parties agree to retain the
20 existing Utility Worker schedule of a forty (40) hour, Monday through Friday, workweek.

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

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

27 **10.5. Special Schedules.** The supervisors and lead workers may change the scheduled hours
28 and provide special schedules for special operations such as snow removal, flood control and sanding

1 operations, and other special schedules such as watchmen or other personnel on special activities;
2 provided, however, special clothing and special equipment will be made available for special
3 operations.

4 **10.6. Notice for Special Schedules or Shift Change.** Normally, at least five (5) working
5 days advance notice shall be given the employee prior to the commencement of a special schedule or
6 shift change, except in the case where snow removal, flood control and sanding operations may be
7 anticipated, in which case an "alert" or "stand-by" status advance warning is sufficient.

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

11 **10.7. Shift Start for Operating Engineers.** Schedule for Operating Engineers shall be paid
12 at the rate of one and one-half (1-1/2) times their regular rate of pay for any hours worked prior to
13 5:00 a.m. unless the earlier starting time has been requested for the convenience of the employee and
14 approved by the Section Manager or if mutually agreed upon by the employee and Section Manager
15 in which case no premium rate shall be paid for hours worked before 5:00 a.m.

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

18 **10.8. Safety Meetings.** Where regular safety meetings are conducted, employees will be
19 released from work with pay to attend.

20 **10.9. Definition of Hours Worked.** For purposes of this Article, "hours worked" shall mean
21 all compensated hours.

22 **10.10. Promotions.** Promotions shall be made in accordance with the Personnel Guidelines.
23 Any regular employee who is promoted within the County and does not successfully complete the
24 probationary period may elect to return to his/her former bargaining unit classification within six (6)
25 months. If there is a vacant position within the classification, the employee electing to return must
26 accept the vacant position. If no vacancy exists, the employee may bump the least senior FTE in
27 his/her former classification. This provision shall not preclude the employee from utilizing his/her
28 seniority rights to transfer to another position in the next transfer process.

1 **10.11. Transfers.** Prior to the initiation of any competitive process to fill a vacant bargaining
2 unit position, any member of the bargaining unit holding the same classification as that of the vacant
3 position shall be given the opportunity to make a lateral transfer to the vacant position. Transfer
4 requests made by employees who have been disciplined in the previous six (6) months are subject to
5 management approval. The employee must be notified in writing at the time of discipline that
6 transfer requests are subject to management approval.

7 Such lateral transfers shall be accomplished in the following manner.

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

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

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

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

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

25 **10.12. Special Events Staffing.**

26 **A.** In an effort to limit costs, these principles will guide the staffing plan for special
27 event(s). For purposes of this Section, special events are defined as those having an event
28 producer/sponsor and having a site plan for the special event. The King County Fair is specifically

1 excluded. District refers to any district, business unit, aquatics facility or other such organizational
2 structure within which a special event occurs for which this procedure applies.

3 1. District staff will not be displaced.

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

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

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

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

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

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

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

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

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

28 2. The PDMC shall develop a staffing plan.

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

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

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

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

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

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

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

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

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

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

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

28 **10.13. Capital Projects:** The parties agree that the bargaining unit employees will get the

1 first opportunity to perform small capital project work that is within the scope of the bargaining unit's
2 historical work. Small capital projects are defined by law.

3 A. Bargaining unit employees assigned to small capital project work will receive
4 training, if necessary, including required certifications and licenses, to perform the work. In the event
5 that an employee is not qualified to perform the work, but another employee is qualified to do the
6 work, the employee that is qualified will be assigned to the project.

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

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

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

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

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

20 Pursuant to MLA Article 25.

21 **ARTICLE 12: MISCELLANEOUS**

22 **12.1. Mileage Reimbursement.** Pursuant to MLA Article 24.

23 **12.2. Classification Specifications.** The County shall furnish the Union with classification
24 specifications for all classifications in the bargaining unit on written request. The County will notify
25 the Union of proposed revisions to the classification specifications and the County and the Union
26 shall meet to review the proposed revisions prior to implementation upon written request of the
27 Union.

28 **12.3. Job Descriptions.** The Parks Division shall furnish the Union with job descriptions

describing the function, scope and complexity of specific positions and the knowledge, abilities and qualifications for the positions.

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

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

The King County Parks Division does not currently require employees to wear safety footwear that meets ANSI standards. In the event that changes, and identified employees and/or job classifications are expressly required by Parks to wear ANSI standard footwear, MLA Article 32 will apply to those specific employees and/or classifications who are covered by this requirement. No employee will receive both the Article 32 ANSI boot allowance and the appendix non ANSI boot allowance, provided above in 12.5.

12.6. Training. Pursuant to MLA Articles 12 and 36 and the following:

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

1 capabilities in performance of their jobs. All employees shall have equal access to training. The
2 County may provide employees release time to attend training programs that will be beneficial to
3 their job performance. Notice of all such training opportunities which management deems
4 appropriate will be made available to all employees in writing. If the County requires attendance at
5 such training programs, the County will pay the expenses incurred.

6 **12.7. Procedures Changes.** Changes in written procedural guidelines or other work rules or
7 regulations will be implemented only upon written notification of revisions to the Union. If an
8 employee complies with an oral supervisor directive to violate a written instruction, regulation, rule,
9 or guideline, the employee will not be held responsible for the violation.

10 **12.8. Meet and Confer.** Matters of common concern to the parties will be the subject of a
11 meet and confer discussion upon request of either Section Manager or Union Representative. Such
12 meetings will be scheduled at the mutual convenience of both parties.

13 **12.9. Labor-Management Committee (LMC).** LMC meetings will be held on at least a
14 quarterly basis. The purpose will be to deal jointly with issues and to maintain and improve labor-
15 management relations. The LMC does not have the authority to hear active grievances or circumvent
16 the grievance process contained within this Agreement. Further, the LMC is authorized to bargain
17 pursuant to a specific provision contained in this Agreement, or upon agreement by the parties'
18 authorized bargaining agents who shall be present when bargaining. LMC meeting agendas and
19 minutes from the prior meeting shall be distributed to LMC members at least three (3) working days
20 in advance of the meeting. The jointly approved minutes shall stand as the official record of actions
21 and decisions made by the LMC, utilizing the format shown in Addendum B. Agenda items shall be
22 submitted by both Union and the County and shall be limited to items of a group, rather than an
23 individual, interest and concern.

24 **12.10. Union Notification.** When a significant change in work processes or methods is
25 contemplated, the Union will be notified in writing. Except in emergencies, changes in work
26 processes must be discussed at the LMC before they are implemented.

27 **12.11. Bus Passes.** Pursuant to Article 38 and the following. Regular and Term-Limited
28 Temporary employees are eligible for a bus pass and other benefits of the King County Employee

1 Transportation Program.

2 **12.12. Performance Feedback System.** The Parks Division intends to develop a
3 performance feedback system in an effort to promote open and constructive two-way communication
4 and to promote employee growth and development. Local 925 shall appoint representatives to serve
5 on a division-wide committee to develop the performance feedback system. The performance
6 feedback system and details of implementation must be approved by the LMC.

7 **12.13. Transitional Duty Policy.** The parties agree that orientation about the transitional
8 duty policy will be provided to all bargaining unit employees during an already scheduled meeting
9 within six (6) months of implementation of this Agreement.

10 **ARTICLE 13: DISPUTE RESOLUTION PROCEDURES**

11 Pursuant to MLA Article 26.

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

13 **14.1. Layoff.** The County and the Union recognize the value of well trained and qualified
14 employees and agree that other employment options should be explored prior to laying off a regular
15 employee. In addition, the County and the Union recognize the value of two-way communication in
16 facilitating workforce transitions as a result of lay-offs. The following process is established to
17 assure that communication and exploration of alternatives to lay-off are achieved.

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

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

27 **14.2. Transfer of Facility - Placement Assistance.** If employment opportunities for
28 affected employees are not found within the County, and the facility is transferred to another

jurisdiction as a result of annexation or incorporation, the County will demonstrably try to get the new owner to hire County employees. The County will advise the LMC of its efforts to get the new owners of County facilities to hire laid-off County employees.

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

14.4. Bumping in Classification Series. Employees scheduled to be laid-off may exercise their right to bump employees in a lower paid classification series within this bargaining unit, provided that the employee has performed and is still qualified to perform the duties of the lower paid classification, and the employee has more classification seniority than the employee being bumped. Such action shall take place prior to the date the layoff is to be effective.

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

14.6. Bumping.

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

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

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

1 resolved by the LMC.

2 **14.8. Additional Placement Opportunities.** Regular employees laid-off shall be referred to
3 other positions within the County in accordance with the Personnel Guidelines and applicable
4 policies.

5 **14.9. Recall.** Regular employees laid-off shall be recalled in the inverse order of
6 classification seniority. Recall provisions are provided under the terms of the Personnel Guidelines,
7 unless limited by this Section. In the event that the employee is laid-off from more than one position,
8 s/he shall have recall rights for each position as provided under this Section.

9 **14.10. Non-Promotion on Layoff.** Except in cases where an employee has previously been
10 laid-off from a higher paid classification and is eligible for recall in that classification, no employee
11 shall be recalled to employment in a classification with a higher pay range than the pay range of the
12 classification held at the time of layoff. In the event the classification from which the employee was
13 laid off moves to a higher pay range, the employee will continue to have recall rights to that
14 classification or to any new classification which includes the classification held at the time of layoff.

15 **14.11. Probation.** Employees who elect to bump as provided herein or are recalled will not
16 have to serve a probationary period in the classification provided the employee has already
17 successfully passed probation in said classification.

18 **14.12. Staffing Levels.** The County agrees to retain at least 72 regular bargaining unit FTEs
19 through December 31, 2019; provided, there are sufficient levy funds and \$ 4.1 million in business
20 revenue is earned each year of the Agreement.

21 **A.** In the event business revenue is not met, the FTEs may be reduced. In no case
22 during the term of the Agreement (expiring December 31, 2019) will the FTE level be reduced below
23 59 regular 12-month full-time bargaining unit FTEs. In the event no successor agreement is reached
24 by December 31, 2019, but there are sufficient new levy funds and \$4.1 million in business revenues
25 is being earned in 2020, the 72 regular bargaining unit FTEs will be retained until December 31,
26 2020, or a successor agreement is reached, whichever occurs first.

27 **14.13. Supported Employment.** Employees who are classified as PSI or Park Aide and are
28 in the Supported Employment Program cannot bump or be bumped under the terms of this Article.

Issues concerning the layoff of employees in the Supported Employment Program, if any, will be resolved by the LMC.

ARTICLE 15: SENIORITY

15.1. Definitions. Seniority shall be defined as follows:

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

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

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

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

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

1 **15.4. Seniority List.** The seniority list for all Parks Maintenance classifications will be one
2 combined list from the date of hire into a bargaining unit position in the Parks Maintenance Section.

3 **15.5. Seniority Ties.** In the event that two (2) employees have the same seniority, the
4 County shall determine which employee, in the event of a layoff, shall be laid off.

5 **ARTICLE 16: GENERAL PROVISIONS**

6 **16.1. Equal Employment Opportunity.** The County or the Union shall not unlawfully
7 discriminate against any individual with respect to compensation, terms, conditions, or privileges of
8 employment because of race, color, religion, national origin, sexual orientation, marital status, age,
9 sex, ancestry, veteran's status, or the presence of a sensory, mental, or physical disability.

10 **16.2. Savings Clause.** Pursuant to MLA Article 30.

11 **16.3. Work Stoppages and Employer Protection.** The County and the Union agree that the
12 public interest requires efficient and uninterrupted performance of all County services and to this end
13 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The County
14 agrees to not lock out employees covered under this Agreement. Specifically, the Union shall not
15 cause or condone any work stoppage, including any strike, slowdown or refusal to perform any
16 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
17 County functions by employees under this Agreement and should same occur, the Union agrees to
18 take appropriate steps to end such interference. Any concerted action by any employee in the
19 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred. Being
20 absent without authorized leave shall be considered as an automatic resignation. Such a resignation
21 may be rescinded by the Section Manager if the employee presents satisfactory reasons for his/her
22 absence within three (3) calendar days of the date his/her automatic resignation became effective.

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

28 **B.** Any employee who commits any act prohibited in this Section will be subject in

1 accord with the County's Work Rules to the following action or penalties:

2 1. Discharge.

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

5 **16.4. Waiver Clause.** The parties acknowledge that each has had the unlimited right within
6 the law and the opportunity to make demands and proposals with respect to any matter deemed a
7 proper subject for collective bargaining. The results of the exercise of that right and opportunity are
8 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,
9 each agrees to waive the right to oblige the other party to bargain with respect to any subject or
10 matter not specifically referred to or covered in this Agreement.

11 **ARTICLE 17: CONTRACTING OUT**

12 **17.1. Contracting.** Pursuant to MLA Article 16 and the following:

13 **17.2. Capital Partnership Grants.**

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

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

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

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

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

28 F. If a CPG or other partnership agreement permits the other party to subcontract

1 maintenance and/or operations services with a public agency, the CPG or partnership agreement shall
2 specify that King County Parks is the sole source to provide such services.

3 **G.** When new or renewed agreements permits the other party to subcontract
4 maintenance and/or operation services with private sector vendors, the CPG or partnership agreement
5 shall specify that King County Parks is entitled to compete in the bidding. The County will establish
6 a burden rate for the purpose of bidding that includes the costs of wage rates, insured benefits, paid
7 leaves, supplies and materials, equipment, and the Division administrative and management costs up
8 through the Division level.

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

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

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

17 **ARTICLE 18: EMPLOYEE RIGHTS**

18 **18.1. Off-duty Activities.** The off-duty activities of employees shall not be cause for
19 disciplinary action unless said activities are detrimental to the employee's work performance or the
20 program of the agency.

21 **18.2. Apprised of Rights.** If at any level, the County determines to bring disciplinary action
22 against any regular employee for any reason, the employee shall be apprised of his/her rights of
23 appeal and representation as provided for in the Grievance Procedure of this Agreement.

24 **18.3. Just Cause.** Pursuant to MLA Article 27.

25 **18.4. Personnel File.** Official personnel files shall be securely maintained in a central
26 location. Employees and/or representatives may examine the employee's personnel file(s) if the
27 employee so authorizes in writing and are entitled to copies of the content upon request.

28 Unauthorized persons shall not have access to employee files or other personal data relating to their

1 employment. Negative performance/behavior-related materials to be inserted into the personnel file
2 shall be reviewed by the employee prior to insertion; the employee shall first sign the material only to
3 verify knowledge of the material being placed in the file, not to agree with its contents. Letters of
4 expectation shall not be included in the employee's personnel file. Employees may add a rebuttal
5 statement to any disputed item(s) contained in the file, which shall be attached to the document(s) in
6 question and retained in the file. The employee may challenge the propriety of including such
7 material in the file(s) and if successful in that challenge, the material will be removed. Employees
8 may request that documentation that reflects favorably on the employee's conduct or work quality be
9 included in the employee's personnel file.

1 **18.5. Safety.**

2 **18.5.1. Equipment.** No employee shall be required to use equipment which is not in
3 a safe condition. In the event an employee discovers or identifies unsafe equipment, s/he will
4 immediately notify his/her supervisor in writing. Said equipment shall be repaired or replaced if the
5 County determines the equipment to be unsafe. At such time as the County determines the equipment
6 to be safe, the employee will be advised.

7 **18.5.2. Unsafe Conditions.** Employees may refuse to work in situations where there
8 is reasonable cause to believe that doing so would present an imminent danger in which death or
9 serious injury could happen immediately.

10 **18.5.3. Reporting on Safety Hazards.** It is the responsibility of all employees to
11 report safety hazards on a timely basis. Employees shall not be disciplined for reporting unsafe
12 equipment or working conditions to their immediate supervisor.

13 **18.5.4. Personal Protective Equipment.** In situations where the law requires that the
14 employer provide personal protective equipment, including clothing and boots, the County will
15 provide that equipment at County expense.

16 **18.6. Reclassifications.** Reclassification requests (position description questionnaires)
17 submitted to supervisors shall be submitted using the New Employee-Initiated Reclassification
18 Process.

19 **18.7. Drug Policy.** The Executive Order #PER 15-2-1 (AEP), dated January 6, 2014,
20 Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy for Employees
21 Occupying Non-Safety-Sensitive Positions” and Executive Order #PER 15-2-2 (AEP), dated
22 March 14, 2012, “Prohibited Drug Use and Alcohol Misuse Education and Testing Program Policy
23 for Employees Occupying Safety Sensitive Positions” (hereinafter called “Drug and Alcohol
24 Policies”), as amended, is incorporated herein by reference, with the following modifications or
25 additions.

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

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

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

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

11 **ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION**

12 19.1. All work outside of classification in an acting capacity shall be assigned in writing by
13 the Section Manager/designee for an entire day/shift. An employee so assigned to work outside of
14 classification shall be paid at the first step of the higher class or five percent (5%) over the salary
15 received prior to the assignment, whichever is greater, for all time spent while so assigned.

16 19.2. After forty-five (45) calendar days of work performed in accordance with Section 19.1,
17 a meeting may be requested by the Union. The purpose of the meeting would be to review the
18 circumstances and to discuss the need to fill the position vacated by the employee working out of
19 classification and the strategy for filling the position, which the employee is currently assigned in an
20 acting capacity, or implement the recall process if applicable.

21 19.3. Work out of class will not be used in lieu of filling vacancies through the normal, open
22 competitive selection process. Work out of class may be used to meet needs such as:

- 23 1. Time limited or project specific workload;
- 24 2. Seasonal work;
- 25 3. Cyclical work;
- 26 4. Backfill vacancies during selection process;
- 27 5. Backfill vacancies that may be target for elimination;
- 28 6. Backfill vacancies due to leaves of absence;

1 7. Backfill vacancies during dispute resolution.

2 19.4. Employees in a training capacity may be assigned work normally performed by a higher
3 classification, except they will not be placed in a training capacity to circumvent the intent of
4 Section 19.1, hereof.

5 A. An employee assigned to a training capacity shall be under the supervision and
6 guidance of his/her immediate supervisor and shall not be in the training position for more than ten
7 (10) consecutive, regular working days.

8 19.5. Employees shall not be held accountable while performing work unrelated to the
9 concept of their class specification except as provided in Section 19.1.

10 19.6. **Arborist Duties.** When a Parks Specialist II is assigned to work as a certified arborist,
11 he/she will be paid at the Parks District Maintenance Coordinator rate of pay for all time doing such
12 work.

13 **ARTICLE 20: UNION REPRESENTATION**

14 20.1. **Visiting Work Sites.** Authorized representatives of the Union may, after notifying the
15 County official in charge, visit the work location of employees covered by this Agreement at any
16 reasonable time for purposes related to responsibilities as the collective bargaining agent, including
17 the investigation of grievances, but shall not conduct Union business on County time.

18 20.2. **Membership Access.** Authorized representatives of the Union may have reasonable
19 access to its members in County facilities for transmittal of information or representation purposes
20 before work and during lunch breaks or other regular breaks as long as the work of the County
21 employees and services to the public are unimpaired. Prior to contacting members in County
22 facilities, such authorized agents shall make arrangements with the Division Director/designee and
23 the Human Resources Division.

24 20.3. **Stewards.** The Union shall have the right to appoint stewards under the terms of this
25 Agreement. The maximum number of stewards appointed shall be as follows:

26 1. Parks - four (4)

27 2. Aquatics Division - one (1)

28 The Union shall furnish the County with the names of stewards so appointed. The steward

1 shall see that the provisions of this Agreement are observed, and s/he shall be allowed a reasonable
2 time to investigate grievances during regular working hours.

3 **20.4. Exercise of Rights.** It shall be a violation of this Agreement to directly or indirectly
4 interfere with, restrain, coerce, or discriminate against any employee or group of employees in the
5 free exercise of their right to organize and designate representatives of their own choosing for the
6 purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

7 **20.5. Bulletin Boards.** Pursuant to MLA Article 23.

8 **20.6. Email Access.** Pursuant to MLA Article 23.

1 **ARTICLE 21: DURATION**

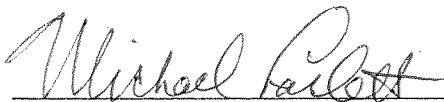
2 **21.1. Duration.** Pursuant to MLA Article 31.

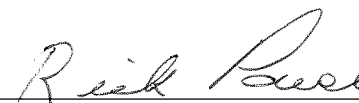
3 **21.2. Notice to Bargain.** Contract negotiations for the period beginning January 1, 2021
4 may be initiated by either party providing to the other written notice of its intention to do so no later
5 than June 30, 2020. It is the goal of both parties to conclude negotiations prior to expiration of this
6 Agreement.

7
8 APPROVED this 15 day of MARCH, 2018.

9
10
11 By: 
12
13 King County Executive

14
15 Union:

16 
17 Michael Laslett, Negotiator
18 Service Employees International
19 Union, Local 925

20 
21 Rick Powelson
22 Member Negotiating Team
23
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ADDENDUM A
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925
AND
KING COUNTY

Job Class Code	PeopleSoft Job Class Code	Class Title	Range
9101100	912104	Custodian	30
9101102	912105	Custodian - Floor Care	31
9101300	912305	Custodian - Lead	34*
2211100	221502	Inventory Purchasing Specialist I	42
2211200	221603	Inventory Purchasing Specialist II	46
2211300	221702	Inventory Purchasing Specialist III	49
8502100	853101	Operating Engineer I	45
8502200	853302	Operating Engineer II	50
8502300	853402	Operating Engineer III	54
9204100	925101	Park Aide	23
9328100	932802	Parking Attendant	31
9412100	941202	Parking Specialist	42
9201100	922102	Parks Specialist I	35
9201200	922202	Parks Specialist II	43
9201400	922402	Parks District Maintenance Coordinator	54
9201500	922501	Parks Specialist - Lead	46
9441100	944202	Playground Specialist	45
All salary ranges are the King County Squared Table Salary Schedule.			
Truncated Steps: 2, 4, 6, 8, 10			
*Pursuant to Personnel Board Decision PB-114, Mediation decision of classification Appeal on behalf of Irene Chaney (10/22/09), and Memorandum of Agreement (010&012VR0109), as long as Ms. Chaney is employed in the "Custodian - Lead" position at the King County Aquatic Center, her salary wage will be Range 37 on the County's Squared Salary table. (Job Class Code: 9101310 / PeopleSoft Job Class Code: 912303)			

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Meeting Date _____

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