1 Coalition Labor Agreement (CLA) - Appendix for 010 **Agreement Between King County** 2 3 Service Employees International Union, Local 925 Department of Natural Resources & Parks - Parks & Recreation 4 5 ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT....... ARTICLE 6 ARTICLE 7 ARTICLE 4: RIGHTS OF MANAGEMENT......5 8 ARTICLE 9 ARTICLE 10 ARTICLE 11 ARTICLE ARTICLE 9: HOURS OF WORK-TRANSFERS-SPECIAL EVENTS-CAPITAL PROJECTS.. 10 12 13 ARTICLE 11: REDUCTION IN FORCE (RIF) AND RE-HIRE.......18 14 ARTICLE 12: SENIORITY......21 15 16 ARTICLE 14: CONTRACTING OUT AND CAPITAL PARTNERSHIP GRANTS.......23 ARTICLE 15: EMPLOYEE RIGHTS ......24 17 18 19 20 21 22 23 24 25 26 27 28

These Articles constitute an Agreement, the terms of which have been negotiated in good 1 faith between King County (County) and SEIU Local 925 (Union). This Agreement shall be subject 3 to approval by ordinance by the Metropolitan King County Council (Council) of King County, Washington. 4 5 6 ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT 7 The CLA will apply to the individual bargaining unit's employees as follows: 8 Section 1.1 The Preamble in its entirety. 9 Section 1.2 All superseding and non-superseding provisions, unless otherwise noted in 1.3 10 below or the CLA. 11 Section 1.3 For ease of reference, the following provisions, which were previously listed in 12 this Appendix, are covered in their entirety by the CLA: 13 14 Accrual above maximum pursuant to CLA Article 9 15 Bargaining Unit List pursuant to CLA Article 20 16 Bereavement Leave pursuant to CLA Article 8 17 Bulletin Board pursuant to CLA Article 23 18 Call out pursuant to CLA Article 43 19 Contracting (Out) pursuant to CLA Article 16 20 Dispute Resolution Procedures pursuant to CLA Article 26 21 Donation of Leaves pursuant to CLA Article 6 22 Duration pursuant to CLA Article 41 23 Email Access pursuant to CLA Article 23 24 Family and Medical Leave pursuant to CLA Article 11 25 Family Care Leave pursuant to CLA Article 11 26 Holidays pursuant to CLA Article 10 27 Internal Hiring Exams pursuant to CLA Article 35 28 Jury Duty pursuant to CLA Article 5

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1	Leave of Absence for Union Work pursuant to CLA Article 22				
2	• Leaves of Absence without Pay pursuant to CLA Article 3				
3	Licenses and Certifications pursuant to CLA Article 44				
4	Medical, Dental and Life Insurance pursuant to CLA Article 25				
5	Mileage Reimbursement pursuant to CLA Article 24				
6	Military Leave pursuant to CLA Article 2				
7	On Call pursuant to CLA Article 43				
8	Savings Clause pursuant to CLA Article 30				
9	School Volunteer Leave pursuant to CLA Article 4				
10	Sick Leave pursuant to CLA Article 31				
11	Supported Employee Program pursuant to CLA Article 13				
12	Vacations pursuant to CLA Article 32				
13	Work Outside of Classification pursuant to CLA Article 33				
14					
15	ARTICLE 2: DEFINITIONS				
16	2.1. Employee Categories.				
17	A. Regular Full-time Employee. An individual employed in a position established				
18	in the County budget as an authorized FTE and which will require at least twenty-six (26) weeks of				
19	service per year with a work schedule of not less than forty (40) hours per week. Regular full-time				
20	employees are career service employees who are not on probation.				
21	B. Regular Part-time Employee. An individual employed in a position established				
22	in the County budget as an authorized FTE and which will require at least twenty-six (26) weeks of				
23	service per year at the work schedule established for the position and which has an established work				
24	schedule of less than forty (40) hours per week, but at least half time. Regular part-time employees				
25	are career service employees who are not on probation.				
26	C. Short-Term Temporary Employee. An individual employed in a position,				
27	Short-term Temporary (STT), which is not a position established in the County budget as an				
28	authorized FTE and who works less than one thousand forty (1040) hours in a calendar year. These				
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employees are not career service and are not eligible for vacation leave, holiday pay or other comprehensive paid leaves, medical, dental, or other insurance benefits. They are eligible for participation in the PERS and sick leave as provided by state law.

- D. Term-Limited Temporary Employee. A term-limited temporary employee (TLT) 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 Human Resources (DHR).
- 2.2. Temporary Lead Worker Assignment. Temporary lead worker assignments may be made at the discretion of the Section Manager as a means of ensuring efficient and effective performance of work. This person has responsibility for scheduling, coordinating, assigning, and overseeing the work and providing input to employee performance evaluations. Duties of the temporary lead worker shall not include hiring, firing, or disciplining of others. In the event a performance feedback system is implemented as provided in Section 12.12, such feedback may be considered in making these assignments.
- 2.3. Regular or Temporary Employment. For work performed by County employees represented by this Appendix, 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 Appendix, 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 employees.
- **B.** The following work may be performed by part-time, temporary (including TLT and STT). 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 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 TLT and STT), or part-time employees.
- **D.** The County shall not impose artificial limitations on STTs solely to prevent exceeding threshold hours (960/1040) in a rolling 12- month period.

## 2.4 Temporary Employees.

Seasonal employees, STTs, 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 a TLT position.

- 2.5. Short-term Temporary Employees seeking a Regular Position. STTs 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. STTs 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. Definition of Days.** Unless otherwise provided, days as used under this Appendix will refer to calendar days.
- **2.7. General Definition.** Unless otherwise defined under the King County Code or this Appendix, all words will have their usual and customary meaning.

## ARTICLE 3: UNION RECOGNITION AND BARGAINING UNIT LIST

- **3.1.** Union Recognition. The County recognizes the Union as the exclusive representative having jurisdiction over the body of work performed by classifications included in the bargaining unit which are specified in Addendum "A" of this Appendix.
- **3.2.** Bargaining Unit List. Upon written request, the County will transmit to the Union, not to exceed twice a year, a current listing of all employees in the unit. Such list shall indicate the name of the employee, wage rate, job classification, work shift and business unit.

## 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 Appendix. Except to the extent there is contained in this Appendix 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 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.
- **4.3. Standardized Pay Practices.** The parties agree that applicable provisions of this Appendix may be re-opened at any time during the life of this Appendix by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.

## **ARTICLE 5: HOLIDAY ADMINISTRATION**

**5.1. Overtime Calculation.** Except as provided under Section 5.6, holidays paid for but not worked shall be recognized as time worked for purposes of determining weekly overtime for all employees eligible for holiday pay.

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- **5.2. Holiday Premium.** Work performed on holidays shall be paid at a premium rate of one and one-half (1-1/2) times the combined amount of the employee's hourly base rate of pay and any applicable pay premiums in effect at the time for all regular hours worked on a holiday.
- **5.3. Part-time Holiday Benefit.** Regular, probationary, and term-limited temporary employees who work a part-time schedule shall receive the regular holiday pay prorated in accordance with their regular schedule. **5.4. Augmenting Holiday Pay.** If an employee's regularly scheduled work hours exceed the number of holiday hours paid 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.
- **5.5. Work on a Holiday.** Employees who work on a holiday have the option of earning compensatory time in lieu of receiving pay. Employees whose holiday falls on a scheduled day off will accrue the holiday hours to be used during the calendar year at straight time. 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.
- **5.6. Aquatics Center.** For bargaining unit eligible employees whose primary assignment is the Aquatics Center, if a holiday is officially observed on a Friday that is a regular day off, the holiday will be taken on the last regular workday of that week. If a holiday is officially observed on a Monday that is a regular day off, the holiday will be taken on the next regular workday of that week.
- **5.7. Holidays falling on the Weekend.** Employees whose regular work schedules include a weekend holiday that the County observes on a weekday will receive a paid holiday on the actual holiday and work the observed County holiday at straight time. If the employee is required to work on the actual holiday, in addition to the paid holiday hours the employee will earn the holiday premium as provided under Section 5.2 for all hours worked. Each District's Parks District Maintenance Coordinator (PDMC) shall schedule their district employees as directed by the Section Manager.

## ARTICLE 6: VACATION ADMINISTRATION

**6.1.** Increments of Vacation Leave. Vacation leave may be used in one quarter (1/4) hour

increments, at the discretion of the employee's immediate supervisor.

6.2. Vacation Requests. Employees shall comply with the Parks Division Vacation Policy. For proposed vacations of two (2) weeks or less, employees must submit a King County Leave of Absence Request Form to their supervisor at least one (1) week in advance. For proposed vacations greater than two (2) weeks, employees must submit a King County Leave of Absence Request Form to their supervisor at least two (2) weeks in advance. In addition, for vacations greater than two (2) weeks, Parks District Maintenance Coordinator must submit a work coverage plan to their supervisor at least two (2) weeks in advance. Supervisors are responsible for balancing the needs of the workplace and the employee's personal needs in evaluating the requests.

### **ARTICLE 7: SICK LEAVE ADMINISTRATION**

- **7.1. Incremental Use of Sick Leave.** Sick leave may be used in one-quarter (1/4) hour increments at the discretion of the employee's immediate supervisor.
- **7.2. Administration.** Division management is responsible for the proper administration of sick leave benefits in compliance with the CLA and Washington State law and code 3.12.220. This section will be utilized in a consistent manner for similarly situated bargaining unit employees throughout the Division.

### ARTICLE 8: WAGE RATES AND OVERTIME

- **8.1.** Addendum A. Wage rates for the term of this Appendix will be in accordance with classifications and wage rates listed in Addendum A which is a part of this Appendix.
  - 8.2 Step Placement Upon Hire and Advancement
- **A.** All regular full-time and regular part-time employees are hired at Step 2 of the wage scale. Subsequent step increases will follow the truncated wage steps of this Appendix (2,4,6,8,10) and occur on the first pay period that includes January 1 of each calendar year. An employee hired above step 2 will also move to the next step on January 1 of each calendar year.
- **B.** All term-limited-temporary (TLT) employees will be hired at Step 2 or higher on the wage scale. TLT employees are at will and serve no probationary period. Subsequent step increase will

follow the truncated wage step of the Appendix (2,4, 6,8 10) and will occur annually on January 1<sup>st</sup> of each year.

- C. All short-term temporary (STT or Seasonal) employees will be hired at Step 2 of the wage scale. Seasonals are at will employees and serve no probation. Year over year returning Seasonal employees will be placed on the Step they last worked prior to the end of the season (as defined in Article 2.4). Subsequent step increase will occur following the truncated steps of this appendix (2,4,6,8,10) and will be awarded at the completion of each 2080 hours worked.
- **8.3.** 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, calculated using the base hourly rate of pay, 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. Large special events
- 2. Weekends and weekdays without Parks District Maintenance Coordinator on duty (one lead only per district on any day)
  - **3.** No lead assignments during probationary period.
- **4.** All prospective leads will satisfactorily complete Supervisor training prior to assignment.
- 5. 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.
  - **6.** Lead assignments will be at the discretion of the Section Manager.
- **8.4.** Schedule Change. All hours worked by an employee required to work a special schedule or to change their shift, absent five (5) work days advance written notice as provided in Section 9.3, shall be compensated at the contract overtime 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 shall not be eligible for overtime under this Section.

- **8.5. Overtime.** Employees on a five (5) day schedule shall be paid at the contract overtime rate for all hours worked in excess of eight (8) in one day, exclusive of lunch period, or forty (40) in one week. Employees on a four (4) day schedule shall be paid the contract overtime rate for all hours worked 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.
- **8.6.** Contractual Overtime Rate. The Contractual overtime rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay and any applicable pay premiums in effect at the time the overtime is worked (known as "time and one half"). If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.
- **8.7. Authorization for Overtime.** All overtime shall be authorized in advance by the Section Manager or their designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a regularly scheduled workday for the individual crew unless required by the FLSA.
- **8.8 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 9.12 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.

## 8.9 Compensatory Time Off.

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

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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 overtime hour worked.
- C. A maximum of eighty (80) hours of compensatory time may be accumulated. Any balance of comp time hours as of the end of the pay period which includes December 31, shall have those excess hours cashed out unless the employee has been approved to carryover no more than 40 hours of compensatory time. Carried over compensatory time must be used by March 31 or it will be cashed out.
- **D.** Notwithstanding Section 8.10.C above, compensatory time off shall be scheduled at a time that does not unduly disrupt the operations of the division.
- **8.10. Definition of Hours Worked.** For purposes of this Article, all compensated hours shall be used when determining contract overtime eligibility.
- **8.11. 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 their Personal Protection Equipment will be paid an additional \$1.00 per hour for performing these tasks.

## ARTICLE 9: HOURS OF WORK-TRANSFERS-SPECIAL EVENTS-CAPITAL PROJECTS

- **9.1. 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; provided, that split shifts will not be scheduled except by consent of the employee; provided further, that employees will not be required to work both Saturday and Sunday, except in cases of emergency, unless Saturday and Sunday work is a part of a normal work schedule.
  - 9.2. Alternative Work Arrangements.
- **A.** 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 Section Manager. Requests for alternative work schedules/flex time submitted on the proper form 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

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the requesting employee. All alternative schedules shall be reduced to writing with copies to the Union and the County.

- **B.** Work from Home. Telecommuting must be approved in advance by the Section Manager, PM IV, or Supervisor III.
- **9.3. Multiple Shifts.** Should it become necessary to schedule employees for shifts extending beyond 6:00 p.m., the shift(s) will be offered first to employee volunteers. If the County is unable to secure volunteers, the shift(s) will be assigned to the employees in the district with the least seniority.
- **9.4.** "Utility Worker" Schedule. When merging the former Utility Worker and Maintenance Specialist II into the Parks Specialist II class specification, the parties agree to retain the existing Utility Worker schedule of a forty (40) hour, Monday through Friday, workweek.
- **A.** A Parks Specialist II, when working as a Utility Worker, will work Monday through Friday, with forty (40) hours being the full-time schedule.
- **B.** A Parks Specialist II assigned as a Utility Worker to a District or to the mow crew will not cause a Parks Specialist II assigned as a Maintenance Specialist II in the same District or to the mow crew to lose the schedule to which the Maintenance Specialist II was assigned prior to the placement of the Utility Worker.
- **9.5. Special Schedules.** 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.
- **9.6. Notice for Special Schedules or Shift Change.** Normally, at least five (5) working days advance 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.
- **A.** An employee who works performing tasks considered "special operations" as defined above in Article9.5 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.
  - 9.7. Early Start Premium for Operating Engineers. Schedule for Operating Engineers

shall be paid at the rate of one and one-half (1-1/2) times their base hourly rate of pay for any hours worked prior to 5:00 a.m. unless the earlier starting time has been requested for the convenience of the employee and approved by the Section Manager or if mutually agreed upon by the employee and Section Manager in which case no premium rate shall be paid for hours worked before 5:00 a.m.

- **A.** Cleaning schedules shall be established by the Section Manager in consultation with the Operating Engineer(s) assigned to the pool.
- **9.8. Safety Meetings.** Where regular safety meetings are conducted, employees will be released from work with pay to attend.
- **9.9. Definition of Hours Worked.** For purposes of this Article, "hours worked" shall mean all compensated hours.
- **9.10. Promotions.** Promotions shall be made in accordance with the Personnel Guidelines. Any regular employee who is promoted within the County and does not successfully complete the probationary period may elect to return to their former bargaining unit classification within six (6) months if there is a vacant position within the classification the employee electing to return must accept the vacant position. If no vacancy exists, the employee may bump the least senior FTE in his/her former classification. This provision shall not preclude the employee from utilizing his/her seniority rights to transfer to another position in the next transfer process.
- **9.11. Transfers.** Prior to the initiation of any competitive process to fill a vacant bargaining unit position, any employee of the bargaining unit holding the same classification as that of the vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Transfer requests made by employees who have been disciplined in the previous six (6) months are subject to management approval. The employee must be notified in writing at the time of discipline that transfer requests are subject to management approval.

Such lateral transfers shall be accomplished in the following manner:

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

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

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

- **D.** The winning bidder(s) shall be advised in writing of their selected position within five (5) working non-holiday days of selection. A revised organizational chart shall be distributed to all employees via e-mail, and shall be posted at all shops.
- E. Although employees in a probationary status are not entitled to transfer,

  Management will consider transfer requests from probationary employees on a case by case basis.

  Where applicable, probationary employees being displaced as a result of Division reorganization or reduction in force may submit transfer requests.

## 9.12. Special Events Staffing.

A. In an effort to limit costs, these principles will guide the staffing plan for special event(s). For purposes of this Section, special events are defined as those having an event producer/sponsor and having a site plan for the special event. District refers to any district, business unit, aquatics facility or other such organizational structure within which a special event occurs for which this procedure applies.

- 1. District staff will not be displaced.
- **2.** Adequate supervision of people will be supplied by Parks staff.
- **3.** Parks staff or other adequately trained people will perform critical functions such as traffic control or aquatic facility set-up.
- **4.** There are certain key functions which need to be performed by Parks staff or other adequately trained people. These include, but are not limited to, supervision of facilities maintenance, traffic control at critical inter-sections, aquatic facility set-up, oversight of parking and maintenance and relief for these functions.

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- C. If the parties determine the bargaining unit is unable to perform the work within the time constraints and budget, the parties agree the County can contract the work. Provided further, the project work is assigned as regular work and the assignment of the work does not adversely affect the regular maintenance work of the bargaining unit unless it is necessary to accomplish the terms of Section 11.12.
- **D.** PDMCs or OEs will provide the oversight of bargaining unit employees assigned to CIP projects within their work units.
- **E.** The Labor-Management Committee, or sub-committee thereof, will address and resolve issues arising with small capital projects.

### **ARTICLE 10: MISCELLANEOUS**

- **10.1.** Classification Specifications. The County shall furnish the Union with classification specifications for all classifications in the bargaining unit on written request. 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, upon written request of the Union.
- **10.2. 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.
- 10.3. Uniforms. Uniforms and their replacement, excluding maintenance, the County requires employees to wear while on duty shall be paid for by the Division. 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 employees) 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 employees.

#### 10.4. Protective Clothing.

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**A.** 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 fifty (\$150) dollars, per calendar year, per employee. The purchase of protective clothing will be done through the use of the P-Card System.

**B.** 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, CLA Article 42 will apply to those specific employees and/or classifications who are covered by this requirement. No employee will receive both the CLA Article 42 ANSI boot allowance and the appendix non-ANSI boot allowance, provided above in 10.4.

C. Upon completion of every 1800 hours of actual work (not including sick time) of seasonal employment, STT's shall be eligible for the boot allowance provided above in 10.4.A.

## 10.5. 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.

10.6. 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. If an employee complies with an oral supervisor directive to violate a written instruction, regulation, rule, or guideline, the employee will not be held responsible for the violation.

10.7. Meet and Confer. Matters of common concern to the parties will be the subject of a

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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.

- 10.8. Labor-Management Committee (LMC). LMC meetings will be held on at least a quarterly basis. The purpose will be to inform, discuss, and jointly solve 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 Appendix. Further, the LMC is not authorized to bargain changes or modifications to this Appendix. LMC meeting agendas and minutes from the prior meeting shall be distributed to LMC members at least three (3) working days in advance of the meeting. The jointly approved minutes shall stand as the official record of actions and decisions made by the LMC. Agenda items shall be submitted by both Union and the County and shall be limited to items of a group, rather than an individual, interest and concern.
- **10.9.** Union Notification. When a significant change in work processes or methods is contemplated, the Union will be notified in writing. Except in emergencies, changes in work processes must be discussed at the LMC before they are implemented.
- 10.10. Performance Feedback System. The Parks Division intends to develop a performance feedback system in an effort to promote open and constructive two-way communication and to promote employee growth and development. Local 925 shall appoint representatives to serve on a division-wide committee to develop the performance feedback system. The performance feedback system and details of implementation must be approved by the LMC.

### ARTICLE 11: REDUCTION IN FORCE (RIF) AND RE-HIRE

- 11.1. 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 laying off a regular employee. 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.
- **Step 1.** At the time division management proposes a facility closure, transfer of facility ownership, 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 the impact on the workforce, available to the LMC as soon as practical.

- **Step 2.** The LMC shall be convened specifically to discuss the proposed layoffs and recommend alternatives, including but not limited to employee re-training for other vacant positions, and transfer to vacant positions.
- 11.2. Transfer of Facility Placement Assistance. If employment opportunities for 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.
- 11.3. 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, the employee may elect to bump as provided under Section 11.6 or accept the layoff.
- 11.4. 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.
- 11.5. 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 their classification, or bump the least senior employee in the classification and work unit. The LMC may develop and modify when necessary a process for administering this provision.

#### 11.6. Bumping.

**A.** Employees scheduled for layoff under Sections 11.3 and/or 11.4 and employees whose positions have been moved under Section 11.5 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 9.11 may occur in conjunction with the bumping process. The combined bumping/transfer process will be based on classification seniority.
- 11.7. 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 layoff of employees in the Supported Employment Program, if any, will be resolved by the LMC.
- 11.8. Additional Placement Opportunities. Regular employees laid-off shall be referred to other positions within the County in accordance with the Personnel Guidelines and applicable policies.
- 11.9. Recall. Regular employees laid-off shall be recalled in the inverse order of classification seniority. Recall provisions are provided under the terms of the Personnel Guidelines, unless limited by this Section. In the event that the employee is laid-off from more than one position, they shall have recall rights for each position as provided under this Section.
- 11.10. Non-Promotion on Layoff. Except in cases where an employee has previously 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.
- 11.11. **Probation.** Employees who elect to bump as provided herein or are recalled will not have to serve a probationary period in the classification provided the employee has already successfully passed probation in said classification.
- **11.12. Staffing Levels.** The County agrees to retain at least 72 regular bargaining unit FTEs through December 31, 2023; provided, there are sufficient levy funds and business revenue earned

each year of the Appendix

A. In the event business revenue is not met, the FTEs may be reduced. In no case during the term of the Appendix (expiring December 31, 2024) will the FTE level be reduced below 59 regular 12-month full-time bargaining unit FTEs. In the event no successor agreement is reached by December 31, 2024, but there are sufficient new levy funds and business revenues being earned in 2024, the 72 regular bargaining unit FTEs will be retained until December 31, 2024, or a successor agreement is reached, whichever occurs first.

### **ARTICLE 12: SENIORITY**

**12.1. 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 bargaining unit represented classifications. A regular employee who separates from the county and returns to the bargaining unit within two (2) years will have their 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 Appendix. A regular employee who separates from the bargaining unit and returns to the bargaining unit within two (2) years will have their 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 County and returns to the bargaining unit within two (2) years will have their classification seniority restored to what it was at the date of separation.
- **12.2. 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 the employee was promoted.

- 12.3. Maintenance of Seniority while on Approved Leave. An employee who is granted an approved leave of absence from their employment for family care, personal illness or injury, or similar reasons shall continue to accrue bargaining unit and classification seniority during the leave of absence, not to exceed one (1) year, and shall maintain bargaining unit and classification seniority position relative to other employees.
- **12.4. Seniority List.** The seniority list for all Parks Maintenance classifications will be one combined list from the date of hire into a bargaining unit position in the Parks Maintenance Section.
- **12.5. Seniority Ties.** In the event that two (2) employees have the same seniority, the County shall determine which employee, in the event of a layoff, shall be laid off.

#### **ARTICLE 13: GENERAL PROVISIONS**

- 13.1. Work Stoppages and Employer Protection. 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. The County agrees to not lock out employees covered under this Appendix. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Appendix 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 their absence within three (3) calendar days of the date their automatic resignation became effective.
- A. Upon notification in writing by the County to the Union that any of its represented employees are engaged in a work stoppage, the Union shall immediately, in writing, order such employees 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.

shall specify that King County Parks is entitled to compete in the bidding. The County will

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a burden rate for the purpose of bidding that includes the costs of wage rates, insured benefits, paid leaves, supplies and materials, equipment, and the Division administrative and management costs up through the Division level.

- **H.** Donations to Parks (*e.g.* property, equipment, vehicles, volunteer time) must be disclosed to the Parks/Local 925 Labor-Management Committee (LMC) on a timely basis. The LMC shall review this information and make recommendations on proper siting, installation, maintenance, etc.
- **I.** When the Parks/Local 925 LMC reviews volunteer agreements, they shall jointly develop plans to direct, train and supervise volunteers.
- **J.** PDMCs, Playground Specialist, Custodial Lead or OEs IIIs will provide the oversight of bargaining unit employees assigned to CPG projects within their work units.
  - **K.** Temporary Program to address Cleanups of Homeless Encampments. The County may continue to secure contractors to handle the removal of unauthorized camps containing biohazard materials pursuant to the provisions of MOA 010U0120 (Attachment 1).

### ARTICLE 15: EMPLOYEE RIGHTS

- **15.1. 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.
- **15.2. Apprised of Rights.** If at any level, the County determines to bring disciplinary action against any regular employee for any reason, the employee shall be apprised of their rights of appeal and representation as provided for in the Grievance Procedure of the CLA Article 26.
- 15.3. Personnel File. Official personnel files shall be securely maintained in a central location. Employees and/or representatives may examine the employee's personnel file(s) if the employee so authorizes in writing and are entitled to copies of the content upon request.

  Unauthorized persons shall not have access to employee files or other personal data relating to their employment. Negative performance/behavior-related materials to be inserted into the personnel file shall by reviewed by the employee prior to insertion; the employee shall first sign the material only to

verify knowledge of the material being placed in the file, not to agree with its contents. Letters of expectation shall not be included in the employee's personnel file. 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. The employee may challenge the propriety of including such material in the file(s) and if successful in that challenge, the material will be removed. Employees may request that documentation that reflects favorably on the employee's conduct or work quality be included in the employee's personnel file.

#### 15.4. Safety.

- 15.4.1. 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, the employee will immediately notify their 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.
- **15.4.2. 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.
- **15.4.3. Reporting on Safety Hazards.** It is the responsibility of all employees to report safety hazards on a timely basis. Employees shall not be disciplined for reporting unsafe equipment or working conditions to their immediate supervisor.
- **15.4.4. Personal Protective Equipment.** In situations where the law requires that the Division provide personal protective equipment, including clothing and boots, the Division will provide that equipment at the Division's expense and per policy. It is understood by the parties that rubber boots and waders are not a substitute for appropriate safety footwear.
- 15.4.5. Drug Policy. DHR Policy # 2021-0003 dated January 2, 2021 and titled Prohibited Drug Use and Alcohol Misuse Education and Testing Program for Employees Occupying Non-Safety-Sensitive Positions" and DHR Policy #2021-0004 Appendix A of Policy Handbook dated January 2, 2021, and titled "Prohibited Drug Use and Alcohol Misuse Education and Testing Program for Employees Occupying Safety-Sensitive Positions" (hereinafter called "Drug and

Alcohol Policies"), 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 driver's 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 and, as such fall under the non-safety-sensitive positions covered by the policy. The parties recognize that those employees with a CDL that are assigned to perform safety sensitive duties, concurrent with their CDL, will be included in the drug and alcohol testing program that applies to that licensure and safety sensitive positions.
- **D**. A copy of the Drug and Alcohol Policy will be distributed to each new bargaining unit employee upon hire.

## **ARTICLE 16: UNION ACCESS**

- **16.1. 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 Appendix 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.
- 16.2. Membership Access. Authorized representatives of the Union may have reasonable access to its represented employees 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 represented employees in County facilities, such authorized agents shall make arrangements with the Division Director/designee..
  - 16.3. Stewards. The Union shall have the right to appoint stewards under the terms of this

Agreement. The maximum number of stewards appointed shall be as follows: **1.** Parks - four (4) 2. Aquatics Division - one (1) The Union shall furnish the County with the names of stewards so appointed. The steward shall see that the provisions of this Appendix are observed, and the Steward shall be allowed a reasonable time to investigate grievances during regular working hours. Service Employees International Union, Local 925 - Department of Natural Resources and Parks - Parks and

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1	For Service Employees International Union, Local 925:					
2	DocuSigned by:					
3	1 El Wash					
3	Ed Washington, Union Representative					
4	DocuSigned by:					
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6	Rion Peoples, Union Representative					
7	Replean					
8	Douglas Caseman, Bargaining Team Member					
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	David Hennings					
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11	David Hennings, Bargaining Team Member					
12	DocuSigned by:					
13	Jorge Pineiro, Bargaining Team Member					
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14	Douglas S McDonald					
15	Scott McDonald, Bargaining Team Member					
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	Richard Powelson					
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18	Richard Powelson, Bargaining Team Member					
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	Shelby Plazola, Bargaining Team Member					
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24	DocuSigned by:					
	Nancy Corado					
25	Nancy Corado, Labor Relations Negotiator					
26	Office of Labor Relations, Executive Office					
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	Recreation January 1, 2021 through December 31, 2024					
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ADDENDUM A

**Union Code: A1** 

# SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925

### **AND**

## **KING COUNTY**

Job Class	PeopleSoft Job Class				
Code	Code	Class Title	Range		
9205100	921301	Arborist	47		
9101110	912112	Utility Worker I - Aquatics Center	35		
9101310	912303	Utility Worker I Lead-Aquatics Center	39		
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	47		
8502200	853302	Operating Engineer II	52		
8502300	853402	Operating Engineer III	56		
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		
9201500	922501	Parks Specialist III	49		
9201400	922402	Parks District Maintenance Coordinator	54		
9441100	944202	Playground Specialist	47		
3521800	354401	Aquatic Center Control Room Lead	45		
All salary ranges are the King County Squared Table Salary Schedule					