

**Master Labor Agreement (MLA) - Appendix 57**  
**Agreement Between King County**  
**And**  
**Washington State Council of County and City Employees, Council 2, Local 2084-FM**  
**Department of Executive Services, Facilities Management Division**  
**[272]**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ARTICLE 1: PURPOSE AND LABOR-MANAGEMENT COMMITTEE..... 1  
ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP ..... 2  
ARTICLE 3: RIGHTS OF MANAGEMENT..... 3  
ARTICLE 4: WAIVER AND COMPLETE AGREEMENT ..... 3  
ARTICLE 5: EMPLOYEE RIGHTS..... 4  
ARTICLE 6: HOLIDAYS ..... 6  
ARTICLE 7: VACATIONS ..... 7  
ARTICLE 8: SICK LEAVE ..... 7  
ARTICLE 9: GENERAL LEAVES ..... 7  
ARTILCE 10: HOURS OF WORK AND OVERTIME ..... 8  
ARTICLE 11: WORK-OUT-OF-CLASSIFICATION ..... 10  
ARTICLE 12: REDUCTION IN FORCE ..... 11  
ARTICLE 13: DISPUTE RESOLUTION PROCEDURES..... 11  
ARTICLE 14: NON-DISCRIMINATION ..... 12  
ARTICLE 15: WORK SCHEDULE ..... 12  
ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION..... 13  
ARTICLE 17: TEMPORARY EMPLOYEES ..... 13  
ARTICLE 18: TIME, SPACE AND PROPERTY ..... 14  
ARTICLE 19: MEDICAL, DENTAL AND LIFE PLAN..... 14  
ARTICLE 20: SAVINGS CLAUSE ..... 14  
ARTICLE 21: WAGE RATES..... 14  
ARTICLE 22: SAFETY ..... 15  
ARTICLE 23: DURATION ..... 18  
ADDENDUM A WAGE ADDENDUM

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

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

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

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

**1.2 Labor-Management Committee:**

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

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

- To deal jointly with issues
- To maintain and improve labor-management relations and communications
- Establish commitment, mutual trust, and mutual respect
- To help identify and solve problems
- As a forum to exchange information
- To promote the highest degree of efficiency and responsibility in performance of the work and the accomplishment of the public purpose of the Facilities Management Division (FMD) in the Department of Executive Services (DES)
- Perform other duties as contained in this Agreement

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

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

7 1.3 Definitions: All words under this Agreement shall have their ordinary and usual meaning  
8 except those words that have been defined under K.C.C. 3.12, as amended.

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

10 2.1 Recognition: The County recognizes the Union as the exclusive bargaining  
11 representative for all employees, other than confidential and supervisory employees, whose job  
12 classifications are listed in Addendum A and who work at Youth Services Center (YSC).

13 2.2 Union Membership: It shall be a condition of employment that all employees covered  
14 by this Agreement who are members of the Union in good standing on the effective date of this  
15 Agreement shall remain members in good standing or pay an agency fee. It shall also be a condition  
16 of employment that all employees covered by this Agreement and hired or assigned into the  
17 bargaining unit after its effective date shall, on the thirtieth (30) day following the beginning of such  
18 employment, become and remain members in good standing in the Union or pay an agency fee.

19 2.3 Exemption: In accordance with RCW 41.56.122, employees covered by this Agreement  
20 who are forbidden from joining a Union by bona fide religious beliefs, or tenants or teachings of a  
21 church or religious body, shall contribute an amount equivalent to regular Union dues and initiation  
22 fees to a non religious charity or to another religious charitable organization mutually agreed upon by  
23 the employee affected and the Union. If the employee and the Union do not reach agreement on such  
24 matter, the Public Employment Relations Commission (PERC) shall designate the charitable  
25 organization.

26 2.4 Dues Deduction: Upon receipt of written authorization individually signed by an  
27 employee, the County shall have deducted from the pay of such employee the amount of dues as  
28 certified by the business manager of the Union and shall transmit the same to its treasurer.

1           **2.5 Indemnification:** The Union will indemnify, defend and hold the County harmless  
2 against any claims made and against any suit instituted against the County on account of any check-  
3 off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error  
4 on account of the check-off provisions upon presentation of proper evidence thereof.

5 **ARTICLE 3: RIGHTS OF MANAGEMENT**

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

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

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

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

25           **4.1 Waiver:** The parties acknowledge that during the negotiations resulting in this  
26 Agreement each had the unlimited right and opportunity to make demands and proposals with respect  
27 to any and all subjects or matters not removed by law from the area of collective bargaining and the  
28 understandings and agreements arrived at by the parties after exercise of that right and opportunity

1 are set forth in this Agreement. The County and the Union each voluntarily and unqualifiedly waive  
2 the right and each agrees that the other shall not be obligated to bargain collectively with respect to  
3 any subject or matter not specifically referred to or covered in this Agreement, even though such  
4 subject or matter may not have been within the knowledge or contemplation of either or both of the  
5 parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are  
6 specifically expressed in this Agreement and such expression is all inclusive. This Agreement  
7 constitutes the entire agreement between the parties and concludes collective bargaining for its terms,  
8 subject only to a desire by both parties to mutually agree to amend or supplement at any time, except  
9 for negotiations over a successor collective bargaining agreement.

10 **4.2 Modification:** Should the parties agree to amend or supplement the terms of this  
11 Agreement, such amendments or supplements shall be in writing and effective when signed by the  
12 parties.

### 13 **ARTICLE 5: EMPLOYEE RIGHTS**

14 **5.1 Just Cause Standard:** Pursuant to MLA Article 27.

15 **5.2 Disciplinary Action:** Pursuant to MLA Article 27.

16 **5.3 Personnel Files:**

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

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

28 C. Files maintained by supervisors regarding an employee are considered part of the

1 employee's personnel file and subject to the requirements of applicable laws and any provisions of  
2 this Agreement applicable to personnel files, including allowing employee access to such files.

3 **5.4 Class Specifications:** When the phrase, such as "performs related work as required," is  
4 incorporated into the text of an official class specification as a representative example of work, the  
5 assignment of such work on a regular and ongoing basis shall be within the essential duties and  
6 responsibilities of the classification. Except as agreed to by the Union and the County, employees  
7 shall not regularly and on an ongoing basis be assigned duties foreign to their classification.

8 **5.5 Right to Representation:** Employees shall have the right to representation as defined by  
9 law and the terms of this Agreement.

10 **5.6 Mileage:** Pursuant to MLA Article 24.

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

16 **5.8 Subcontracting:** Pursuant to MLA Article 16.

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

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

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

28 **5.10.2** Part-time regular employees will accrue seniority based on the number of regular

1 hours compensated during the calendar year, not to exceed a full-time accrual rate.

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

4 **ARTICLE 6: HOLIDAYS**

5 Pursuant to MLA Article 10 and the following:

6 **6.1 Holiday Compensation:**

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

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

20       **6.2 Holiday Staffing:** The County may use reduced staffing on holidays consistent with  
21 weekend staffing requirements. Volunteers will be sought first for holiday staffing by rotating  
22 through the list of employees by classification and seniority. If there are insufficient volunteers,  
23 employees will be selected by the County using a rotation process. Employees may exchange  
24 assigned holidays so long as the County incurs no additional costs. Employees proposing the  
25 exchange must notify their supervisor in writing not less than fourteen (14) days in advance of the  
26 holiday. Any exchange of holiday assignments will obligate both employees to work those days  
27 which they have exchanged.

1 **ARTICLE 7: VACATIONS**

2 Pursuant to MLA Article 35 and following:

3 **7.1 Vacation Requests:**

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

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

13 **7.2 Partial Payments:** Vacation leave may be used in quarter (1/4) hour increments.

14 **7.3 Limited use on Probation:** Employees who are in a probationary period as a result of  
15 promotion shall be entitled to use vacation time accrued in their prior position while they are in a  
16 probationary status in their new position subject to the approval of the manager/designee. This  
17 provision does not limit the ability of employees to use accrued leave for a qualifying event under the  
18 Washington Family Care Act or as otherwise provided by law.

19 **ARTICLE 8: SICK LEAVE**

20 Pursuant to MLA Articles 11 and 34 and the following:

21 **8.1 Partial Day Increments:** Sick leave may be used in one quarter (1/4) hour increments.

22 **ARTICLE 9: GENERAL LEAVES**

23 **9.1 Donation of Leaves:** Pursuant to MLA Article 6 and the following:

24 **9.2 Leave - Organ Donors:** The manager/designee shall allow all employees eligible for  
25 paid leave benefits who are voluntarily participating as donors in life-giving or life-saving procedures  
26 such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take  
27 five (5) days paid leave, which shall not be charged to sick or vacation leaves.

28 **9.3 Bereavement Leave:** Pursuant to MLA Article 8.



1           **9.4 Internal Hiring Examinations:** Employees eligible for paid leave benefits shall be  
2 entitled to necessary time off with pay for the purpose of participating in County qualifying or  
3 promotional examinations. This shall include time required to complete any required interviews.

4           **9.5 Jury Duty:** Pursuant to MLA Article 5.

5           **9.6 Volunteer Service:** Pursuant to MLA Article 4.

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

7           **10.1 Standard Schedule:** The standard workweek shall consist of forty (40) hours. The  
8 normal workday shall be eight (8) hours. Scheduled days off shall be two (2) consecutive days.  
9 Every effort will be made to accommodate an employee request for alternative work schedules.  
10 County denial of alternative work schedules will be made on the basis of operational need and the  
11 decision to deny the requested alternative schedule will be communicated to the Union.

12           **10.1.1 Alternative Standard Schedule:** The alternate standard workweek schedule shall be  
13 a four (4) day, ten (10) hour day with three (3) consecutive days off. The County maintains the right  
14 to switch the work schedule to a five (5) day, eight (8) hour workweek during holiday weeks, as  
15 recognized under Article 6.

16           **10.2 Alternative Schedule:** The parties agree that alternate work schedules may be utilized  
17 that are mutually agreed upon in writing by the employee and the manager/designee.

18           **10.3 Overtime Payment:**

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

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

23           **10.4 Compensatory Time:** An employee may request, and with approval of the  
24 manager/designee, may receive time off in lieu of overtime pay. Such time to be on a time and one  
25 half (1.5X) basis as provided under Section 10.3.

26           **10.5 Call-Out:** Pursuant to MLA Article 33.

27           **10.6 Overtime Assignment:** The JLMC is authorized to modify overtime assignment  
28 procedures as necessary. If the modification changes the following procedures, the parties will

1 execute a memorandum of agreement memorializing their agreement and its modification of this  
2 Agreement.

3 **A. Criteria**

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

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

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

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

13 **B. Registering for Overtime Work**

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

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

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

21 **3.1** An employee requests removal from the overtime list by notifying  
22 the supervisor in writing;

23 **3.2** An employee's contact information does not work or it is out-of-  
24 date; or

25 **3.3** An employee refuses six overtime assignments in a three-month  
26 period.

27 **C. Overtime Work Notification Procedure**

28 **1.** The Maintenance Supervisor will decide when overtime work is required,

1 the appropriate employee classification required, and the skills and abilities necessary to perform the  
2 work.

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

5                   2.1 The Maintenance Supervisor will call the Custodian or  
6 Maintenance Constructor as appropriate, rotating through the list of employees by seniority.

7                   2.2 The Maintenance Supervisor will continue calling available  
8 employees in the required classification until he/she is able to contact an employee available to  
9 perform the work. The Maintenance Supervisor may, at his/her discretion, leave messages and  
10 permit responses within a designated time period for employees who do not answer their telephones  
11 when called.

12                   2.3 Employees who are not registered on the overtime list may be  
13 called if there is an insufficient number of registered employees available to perform the overtime  
14 work. When such mandatory overtime work is required, the least senior employee in the required  
15 classification will be assigned the work.

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

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

19 Pursuant to MLA Article 37 and the following:

20 **11.1 Recruitment:**

21                   11.1.1 The County will circulate among all regular employees a description of the  
22 nature of the assignment, the duration of the assignment, the applicable hourly wage rate, work  
23 schedule, and desirable qualifications. Interested employees will be invited to apply.

24                   11.1.2 The nature of the application, and the selection process will be determined by  
25 the County.

26                   11.1.3 The director/designee will make the final decision.

27                   11.2 **Pay at Lower Range:** Employees who work an out of classification assignment outside  
28 of their normal classification where the pay range is less than their current classification will receive

1 their normal rate of pay for the duration of the assignment.

2       **11.3 Seniority:** Regular employees who work out of classification shall continue to accrue  
3 seniority within their regular classification.

4 **ARTICLE 12: REDUCTION IN FORCE**

5       **12.1 Layoff:** Regular employees selected for layoff as a result of efficiencies, lack of funds  
6 and/or a lack of work shall be laid off according to seniority in their classification.

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

11       **12.3** An employee subject to layoff may bump the least senior person in a lower classification  
12 within the YSC unit in which s/he has held regular status if qualified to perform the available work.

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

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

21 **ARTICLE 13: DISPUTE RESOLUTION PROCEDURES**

22 Pursuant to MLA Article 26 and the following:

23 **13.1 ULP Timeline Agreement:**

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

1 **ARTICLE 14: NON-DISCRIMINATION**

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

9 **ARTICLE 15: WORK SCHEDULE**

10 **15.1** All newly established regular work schedules (days of work), shifts (hours of work), and  
11 vacant positions in the work unit will be posted for at least fourteen (14) consecutive days.  
12 Employees within the specific classification will have the opportunity to bid by seniority order for the  
13 work schedule, shift, or vacancy. Absent adequate interest, the County may assign employees within  
14 the classification in the affected work unit to the remaining work schedules, shifts or vacancies by  
15 using inverse order of seniority.

16 **15.2** The manager/designee may temporarily change an employee's work schedule and/or  
17 shift for planned projects. In the event the employee declines the changed schedule, the least senior  
18 employee in the classification will work the changed schedule. Such change will normally require at  
19 least two (2) weeks notice to the employee.

20 **15.3** The County may temporarily adjust an employee's work schedule and/or shift to  
21 accommodate unplanned projects, emergency repairs, or temporary changes in the hours of operation  
22 of the YSC and its tenants. Such temporary adjustments shall not exceed four (4) consecutive weeks  
23 duration. The County will, when possible, provide at least forty-eight (48) hours advance notice to an  
24 employee(s) before implementing a temporary schedule or shift time adjustment. If the notice to the  
25 employee(s) is less than forty-eight (48) hours, the first adjusted shift will be paid at the overtime rate  
26 of pay. The County will first ask for a qualified volunteer(s). If there is an insufficient number of  
27 volunteers, the County will assign an employee(s) by inverse order of seniority.

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

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

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

15 **ARTICLE 17: TEMPORARY EMPLOYEES**

16           **17.1** The starting times, work schedules and work location for temporary employees shall be  
17 determined by the manager/designee.

18           **17.2** Temporary employees shall not accrue seniority. However, provided there is no break  
19 in service, temporary employees who are subsequently hired as regular employees shall be able to  
20 apply fifty percent (50%) of straight-time hours worked in temporary positions toward the  
21 probationary period required of all new regular employees. Credit for hours worked shall be rounded  
22 to the nearest half month.

23           **17.3** Temporary employees, except term-limited temporary, shall not be eligible to receive  
24 insured benefits or paid leave except if they meet the criteria provided under KCC 3.12.040(C).

25           **17.4 Overtime:** Temporary employees shall be compensated at one and one-half (1-1/2)  
26 times the regular hourly rate of pay for all hours worked in excess of forty (40) hours in a workweek.  
27 The workweek is defined as Sunday through Saturday.

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

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

5           **18.2 Leave Of Absence:** Pursuant to MLA Article 22.

6           **18.3 Facilities:** FMD space and facilities may be used by the Union for the purpose of  
7 holding meetings subject to the established policies governing the use of facilities.

8           **18.4 Material:** FMD supplies and equipment shall not be used in performing any function  
9 related to the activities of the Union.

10           **18.5 Bulletin Boards and Electronic Devices:** Pursuant to MLA Article 23.

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

12           Pursuant to MLA Article 25.

13 **ARTICLE 20: SAVINGS CLAUSE**

14           Pursuant to MLA Article 30.

15 **ARTICLE 21: WAGE RATES**

16           **21.1 Pay Ranges:** Pay ranges for each classification is set forth in Addendum A.

17           **21.2 Step Increases:**

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

21           B. Annual step increases will be given after the first increase described in Section  
22 21.2.A, if the employee's work performance and work habits are satisfactory, and until such time that  
23 the employee has reached Step 10. An increase beyond Step 2 is permissive and may be given at the  
24 discretion of the manager/designee.

25           **21.3 General Wage Increase:** Pursuant to Total Comp Agreement and MLA 29.

26           **21.4 Lead Worker:** An employee designated in writing by the Division Director/designee as  
27 "lead worker" shall receive a seven percent (7%) premium in addition to the base wage for all time  
28 assigned. It is understood by the parties that the County may re-open this article for the purpose of

1 negotiating implementation of a “lead worker” classification.

2       **21.5 Custodian-Floor Care:** An employee assigned in writing by the Division  
3 Director/designee to exclusively perform floorcare shall receive a seven percent (7%) premium in  
4 addition to the base wage for all time so assigned.

5       **21.6 On-Call:** Pursuant to MLA Article 33.

6       **21.7 Licenses and Certifications:** Pursuant to MLA Article 36.

7 **ARTICLE 22: SAFETY**

8       **22.1 Commitment to Safety:** The County shall provide and maintain a safe and healthful  
9 workplace and comply with all state and federal laws, rules, and regulations pertaining to workplace  
10 safety and health.

11       **22.2 Workers’ Responsibility:** Employees shall follow the safety and health rules, wear  
12 and/or use all required gear and equipment provided by the County, and participate in County-  
13 provided safety training.

14       **22.3 Equipment:** No employee shall be required to use equipment which is not in a safe  
15 condition. In the event an employee discovers or identifies unsafe equipment, s/he will immediately  
16 notify the immediate supervisor in writing. Said equipment shall be repaired or replaced if the  
17 County determines the equipment to be unsafe. At such time as the County determines the equipment  
18 to be safe, the employee will be advised.

19       **22.4 Reporting on Safety Hazards:** It is the responsibility of all employees to report safety  
20 hazards on a timely basis. “Record of Hazard Observed” forms will be available to all employees in  
21 a conspicuous area. When a safety hazard is observed, the employee shall document the hazard on a  
22 “Record of Hazard Observed” form, and turn the form in to his/her immediate supervisor for  
23 investigation and correction.

24       **22.5 Remediating Safety Hazards:** Once notice of a hazard has been received by the  
25 supervisor, s/he will investigate the situation and make correction within three (3) working days or as  
26 soon as practicable. In the event more than three (3) working days are needed, upon the Union’s  
27 request, the supervisor will provide a written explanation to the reporting employee and the shop  
28 steward as to the reasons for the delay and the anticipated date of correction.



1           **22.6 Safety Committee:** A Safety Committee, consisting of an equal number of employer-  
2 selected and employee-elected members, shall meet at least bimonthly. The Safety Committee shall  
3 have the following responsibilities:

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

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

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

10                  D. Evaluate and recommend training and equipment needs.

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

14           **22.7 Refusal to Work under Unsafe Conditions:** Employees may refuse to work in  
15 situations where there is reasonable cause to believe that doing so would present an imminent danger  
16 in which death or serious injury could happen immediately.

17           **22.8 Workers' Right to Know:** Material Safety Data Sheets (MSDS) will be available for  
18 reference and review in a conspicuous area accessible to all affected employees.

19           **22.9 Safety Inspections:** Where feasible, a shop steward will accompany Safety Inspectors  
20 on worksite inspections and participate in opening/closing conferences without loss of pay and  
21 benefits.

22           **22.10 Safety Bulletin Board:** There shall be a safety bulletin board in every building where  
23 there are at least eight (8) bargaining unit members. The bulletin boards will be sufficient in size to  
24 display required posters, accident statistics, Safety Committee meeting minutes, and safety  
25 educational materials.

26           **22.11 No Discrimination:** No employee will be disciplined, discriminated against, or  
27 otherwise suffer retaliation for filing a safety complaint or grievance, reporting a hazard, or acting as  
28 a witness in a safety investigation.

1           **22.12 Personal Protective Equipment:** In situations where the law requires that the  
2 employer provide personal protective equipment, including clothing and boots, the County will  
3 provide that equipment at County expense.

4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **ARTICLE 23: DURATION**

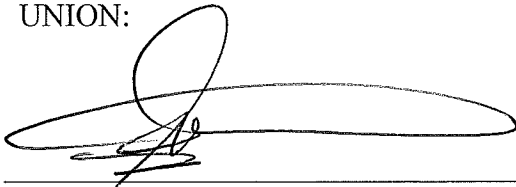
2 Pursuant to MLA Article 31.

3  
4  
5 APPROVED this 15 day of MARCH, 2018.

6  
7  
8  
9 By: Dow Constable

10 King County Executive

11  
12  
13 UNION:

14 

15  
16 \_\_\_\_\_  
17 Suzette Dickerson  
18 Staff Representative  
19 Washington State Council of County and City Employees,  
20 Council 2, Local 2084-FM  
21 (Department of Executive Services, Facilities Management Division)

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

<b>Job Class Code</b>	<b>PeopleSoft Job Code</b>	<b>Classification Title</b>	<b>Range*</b>
9101100	912102	Custodian	30
8105100	815102	Facilities Maintenance Constructor	45

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