AGREEMENT

by and between

KING COUNTY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 302

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INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 302

This Agreement is by and between King County (County), and the International Union of Operating Engineers Local 302 (Union) representing employees in the job classifications listed on Addendum A to this agreement and employed in the Parks and Recreation and Solid Waste Divisions of the Department of Natural Resources and Parks and the Airport and Roads Services Divisions of the Department of Transportation.

These articles constitute an agreement, the terms of which have been negotiated between the County and the Union. This agreement shall be subject to approval by ordinance by the Metropolitan King County Council (Council).

ARTICLE 1: GENERAL PROVISIONS

1.1 Purpose - The purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees through their Union. The articles of this Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

1.2 Non-discrimination - The County and the Union agree that they will not unlawfully discriminate in the interpretation and application of this Agreement by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, or physical, mental or sensory disability. Grievances alleging a violation of this provision may only be processed through Step 3 of the grievance procedure. Employees who are unable to reach a settlement under the grievance procedure of this Agreement may take issues arising under this provision to a human rights agency for resolution.

ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

2.1 Recognition - The County recognizes the Union as the exclusive bargaining representative of all employees in Roads, Airport, Parks and Solid Waste whose job classifications are in the work units listed in the attached Addendum.

2.2 Dues and Fees - It will be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement will remain members in good standing and those who are not members on the effective date of this Agreement will on the thirtieth (30) day following the effective date of this Agreement become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. It will also be a condition of employment that all employees covered by this Agreement and hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30) day following the beginning of such employment become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing contained in this section will require employees to join the Union who can substantiate, in accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation fees to Union organizations. Such employees will pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union do not reach agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the charitable organization. Employees will furnish proof to the Union each month that such payment has been made.

2.3 Separation - Failure by an employee to satisfy the requirements of Section 2.2 will constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a written request for discharge and verifies that the employee received written notification of the delinquency including the amount owing, the method of calculation, and the notification that the non-payment after a period of no less than seven (7) days will result in discharge by the County. A copy of each written notification will be mailed to the County concurrent with its mailing to the employee.

2.4 Payroll Deduction - Upon receipt of written authorization individually signed by an employee, the County will have deducted from the pay of such employee the amount of monthly dues, working dues checkoff and initiation fees as certified by the Union and will transmit the amount to the Union.

2.5 Indemnification - The Union will indemnify and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in error upon presentation of proper evidence thereof.

2.6 Notice of Recognition - The County will provide all new employees hired, transferred, or promoted into a position included in the bargaining unit with a form which will inform them of the Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1) copy will be given to the employee and the original will be sent to the Union. The County will notify the Union when an employee leaves the bargaining unit.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 General - The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.

3.2 Rights Enumerated - Unless modified by this Agreement, the County shall have the right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train, layoff, and discipline and discharge regular employees for just cause; direct and assign the work; develop and modify classification specifications; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes by which work is performed; establish rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work units.

ARTICLE 4: CLASSIFICATIONS AND RATES OF PAY

4.1 Wage Rates - The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within the wage addendum which is attached hereto and made a part of this Agreement.

4.2 Step Advancement - An employee may be hired at Step 1 of the wage range provided under Addendum A covering the classification or above Step 1 as provided under the County's Personnel Guidelines. Upon completion of the probationary period, the employee will move from the

initial step hired to the next step in the wage range. Step increases thereafter will be annually. An employee working less than full-time will receive step increases prorated based on the full-time work schedule of the work unit.

4.2.1 An employee who is hired into a regular position who has successfully completed the Washington State Apprenticeship program in the craft hired will start as Step 3 and advance to Step 5 on successful completion of probation.

4.3 **Step on Promotion** - A regular employee who is promoted from one classification to a higher paying classification under this Agreement will be placed into the pay step providing no less than a four and one-half percent (4-1/2%) increase in his/her base hourly rate of pay not to exceed the top pay step of the higher paying classification.

4.4 **Short-Term Temporary Employee Benefits** - The County will pay the full hourly contribution rate into the medical portion of the Operating Engineers' Health and Welfare Trust on behalf of temporary employees for each hour the temporary employee is in pay status. The temporary employee may be eligible to receive other compensation provided under King County Code, as amended, in the event the employee exceeds the calendar year working hour threshold.

4.5 **Temporary/Regular Positions** - Temporary employees will not be used to supplant regular positions.

4.6 **COLA** - Effective January 1, 2011, the wage rates in effect the previous December 31 for all employees shall remain as represented in Addendum A and consistent with the 2010 King County 10 Step Hourly Squared Table as represented by the 2011 King County Squared Table.

4.6.1 **2012 Increase** - Effective January 1, 2012, employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero percent (0%) floor and no ceiling.

4.6.2 **2013 Increase** - Effective January 1, 2013, employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero percent (0%) floor and no ceiling.

4.6.3 2014 Increase - Effective January 1, 2014, employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero percent (0%) floor and no ceiling.

4.6.4 Economic and Fiscal Conditions Reopener - The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7%, in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

4.7 Out-of-Classification - An employee assigned in writing by the manager/designee to perform on a temporary basis the preponderance of duties of a higher paid classification under this Agreement will be paid at the first step of the higher paid classification that provides an increase of at least five percent (5%) above his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out-of-classification in excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional rights. An employee assigned by the manager/designee to perform the duties of a lower paid classification on a temporary basis will not have a reduction of wages.

4.8 Lead Assignment - An employee assigned in writing by the manager/designee to perform lead duties will be paid seven and one-half percent (7-1/2%) above his/her base hourly rate of pay. In the event that the employee works as a lead in excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This provision will be superceded by lead level classifications in the attached Addenda, if such classifications have a higher wage rate.

ARTICLE 5: HOURS OF WORK

5.1 Standard Five-Eight (5-8) Work Schedule - The standard work schedule will consist of five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not

to exceed forty (40) hours per FLSA workweek, Monday through Friday inclusive.

5.1.1 Four-Ten (4-10) Work Schedule - There may be established a work schedule comprised of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of the meal period and not to exceed forty (40) hours per FLSA workweek. An established four-ten (4-10) workweek schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or a Sunday. The work schedules for Solid Waste Division Equipment Operators working a 4-10 workweek schedule shall not include a Saturday and/or Sunday as part of their regular work schedule.

5.1.2 Seven-Ten (7-10) Work Schedule - In the Solid Waste Division there will be established a work schedule comprised of seven (7) consecutive work days of ten (10) consecutive hours exclusive of the meal period. The 7-10 work schedule will provide for seven (7) consecutive days off. The 7-10 work schedule spans two (2) FLSA workweeks. The 7-10 schedule will be considered a regular full-time schedule under the terms of this agreement for all purposes, including leave and other benefit eligibility determinations.

5.1.3 Additional Work Schedule - By mutual agreement between the County and the Union, additional work schedules may be established.

5.2 First Shift - An employee assigned to work on a shift beginning between the hours of 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.

5.2.1 Second Shift - An employee assigned to work on a shift beginning between the hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee assigned to second shift will be his/her base hourly rate of pay plus ten percent (10%). An employee who is regularly assigned to second shift will have all compensable time paid at the higher rate of pay.

5.2.2 Third Shift - An employee assigned to work on a shift beginning between the hours of 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an employee assigned third shift will be his/her base hourly rate of pay plus fifteen percent (15%). An employee who is regularly assigned to third shift will have all compensable time paid at the higher rate of pay.

5.2.3 7-10 Shift - Equipment Operators who work a 7-10 work schedule will receive a shift differential of 14.3% for all compensable hours; such shift differential is intended to provide compensation equivalent to that received by an employee working a forty (40) hour workweek schedule.

5.3 Shift Bidding/Work Unit Locations - Road Services Division

5.3.1 Shift Bidding - All newly established on-going work schedules (days of work) and shifts (hours of work) in the work unit will be posted. Employees within the specific classification in the affected work unit will have the opportunity to bid by seniority order for the work schedule or shift. Absent adequate interest, the County may assign employees within the classification in the affected work unit to the remaining work schedules or shifts by using inverse seniority order. Changes to work schedules or shifts will normally require a two (2) week notice to affected employees.

5.3.2 Position Opening and/or Days Off Assignments - Classification seniority will be a primary factor, but not the sole or exclusive factor, in determining an employee's assignment to a vacancy in another work-unit location and/or days off; provided, however, the employee must have previously submitted a written notification to the manager/designee indicating his/her interest in attaining the work-unit location and/or days off; provided further, the employee must be capable of performing the work required. Crew experience mix will be recognized as an appropriate criteria in determining such assignment.

5.3.3 Work unit is defined as a planning unit (e.g., paving, drainage, etc.) or "maintenance division."

5.4 Altering of Work Schedule - No employee will have his/her work schedule altered for the purpose of avoiding the payment of overtime except when an employee bids for such change as provided in Section 5.3. No employee will be required to work on his/her scheduled day off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for working on Saturday or Sunday if either one or both of the days are part of his/her regular work schedule.

5.4.1 Planned Work Schedule and/or Shift Change - The manager/designee may temporarily change an employee's work schedule and/or shift for planned projects. Such change will normally require at least two (2) weeks notice to the employee.

5.5 Unanticipated/Workweek Schedule and/or Shift Change - Normally, at least eight (8) hours of advance notice will be given to an employee prior to temporarily changing the employee's workweek schedule and/or shift to perform unanticipated projects, and/or operations. In the event of

snow removal, flood control, sanding, or other operations due to acts of nature which may or may not be anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice will not be required.

5.6 Alert Status - Road Services Employees will, in addition to his/her regular shift and schedule, will be assigned an alert status shift and schedule (Alert).

5.6.1 Shift duration - Alert may be of varying duration; however, Alert will be at least eight (8) hours if the employee is regularly on a 5/8 work schedule or ten (10) hours if the employee is regularly on a 4/10 work schedule when the alert status shift is in lieu of the employee's normally scheduled shift, and eight (8) hours when the Alert shift is on a regular scheduled day off or holiday.

5.6.2 Alert Notification - Given the unpredictable nature of operational needs, Alert may be called at anytime and limited to the number of employees necessary to fulfill operational needs. Implementation of Alert Status will be considered to have taken place when the work hours of the employee's normal shift have been altered without the required advance notification.

5.6.3 Transition to Alert - Transition to Alert may occur during an employee's regularly scheduled work day. In such cases, employees may be sent home before the end of the regular shift in order to get rest prior to the start of their Alert shift, or may be required to stay on his/her regular shift until the start of the Alert shift. The decision to send an employee home or require him/her to remain at work will be determined by the County based on operational and safety considerations, taking into consideration the desire of the employee. If the employee requests and is approved to be relieved from his/her regular shift, he/she may use accrued vacation leave, compensatory time, or leave without pay for that portion of the regular shift he/she did not work. If the employee is relieved by management from his/her regular shift, the employee will be compensated for the remainder of the shift.

5.6.4 Employees on leave - If an employee is on leave when an alert status shift is called, he/she will not be called to work unless it is operationally necessary to do so. Employees who have been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin unless the employee elects to cancel or postpone the start of the leave or is operationally necessary for management to cancel the leave.

5.6.5 Compensation

A. When an employee transitions to the Alert shift during his/her normally scheduled shift, the employee will receive overtime for all time on the Alert shift that is worked on the calendar day after the employee's regular shift of eight (8) or ten (10) hours has been worked and paid at straight time.

B. When an employee begins the Alert shift on the day he/she is regularly scheduled to work but does not work his/her regular shift, or begins the Alert shift during the same day he/she was relieved of his/her regular shift as provided under Section 5.6.3, or works the Alert shift on a day he/she is not normally schedule to work, the first four (4) hours worked on the Alert shift is paid at the rate of one and one-half (1-1/2) his/her base rate of pay. The next eight (8) hours worked will be at the employee's regular base rate of pay.

C. If an employee on Alert is approved to leave work at his/her own request or at the beginning of a leave as provided under 5.6.4, s/he will be paid only for the hours worked.

D. Leave Accruals - An employee on Alert shift during a normally scheduled workday will receive sick and vacation leave accruals for the first eight (8) hours worked if regularly assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a 4/10 work schedule.

E. Pay when working an alert status shift on regularly scheduled days off - When an employee works an Alert shift on a regularly scheduled day off (e.g., holiday, Saturday, Sunday), he/she will be paid in accordance with Section 6.7 with a minimum of eight (8) hours of paid time.

F. Shift premium - Alert shifts will not be subject to shift premium pay as provided under Section 5.2.; except, if the employee is regularly assigned to the second or third shift.

G. Compensation and Breaks While on an Alert Status Shift - An employee who is assigned to work an Alert shift will be compensated for all hours assigned to the shift inclusive of all breaks. Meal and rest periods will be taken in accordance with the provisions of this Agreement and applicable laws and regulations.

ARTICLE 6: OVERTIME AND PREMIUMS

6.1 Overtime - An employee on a 5-8 work schedule will be compensated at the rate of one and one-half (1-1/2) times his/her hourly rate of pay (overtime rate) for all compensated hours in excess of

eight (8) hours per day or forty (40) hours per FLSA workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

6.1.2 An employee on a 4-10 work schedule will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all compensated hours in excess of ten (10) hours per day or forty (40) hours per FLSA workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

6.1.3 An employee on a 7-10 work schedule will be compensated at the rate of one and one-half 1-1/2) times the employee's hourly rate of pay (overtime rate) for all compensated hours in excess of ten (10) hours per day or forty (40) hours per FLSA workweek or on a holiday recognized in this Agreement.

6.2 **Scheduled overtime work** - Scheduled overtime work will be offered to full-time regular employees prior to all other employees except in those instances where full-time regular employees are not readily available, or when it is an extension of the workday for an employee or crew. Readily available is defined as the employee not being on a leave status and is present at work or available when called at the time the overtime work is being scheduled and is in the work unit in which the overtime will be worked.

6.3 **Eight (8) Hour Break** - An employee who is called in to work prior to his/her next regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8) hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of any requirement to work his/her next regularly scheduled shift. The employee can be directed by the County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above instances, the employee will receive overtime pay for all such overtime hours worked but may receive no pay for the regularly scheduled shift from which s/he was relieved.

6.4 **Compensatory Time Off** - Compensatory time off will be by written mutual agreement between the employee and the manager/designee. The request to earn compensatory time off must be initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime in accordance with Sections 6.1, 6.1.2, 6.1.3.

6.5 Overtime Authorization - All overtime will be authorized in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work will not be considered overtime when it is a regularly scheduled workday for the employee.

6.6 Callout Premium - A minimum of four (4) hours at the overtime rate will be paid for each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the overtime rate.

6.6.1 Callout - A "callout" will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to his/her normally scheduled shift. An employee who is called out before the commencement of his/her regular shift will be compensated in accordance with the provisions of Section 6.6; provided, however, in the event the employee is called back to work within four (4) hours of his/her regular shift, the employee will be compensated at the overtime rate for only the hours immediately preceding the start of his/her regular shift.

6.7 Emergency Work Premium - Emergency work at other than the normal scheduled shift or special schedule and/or shift not enumerated in Articles 5 or 6 will be credited as such and will be compensated as overtime. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift, the regular shift will be compensated at the employee's regular, hourly rate of pay.

6.8 Standby Status - An employee assigned to standby status on non-duty days, by written authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime rate for each twenty-four (24) hour period or major portion thereof while on standby status. Any work performed on non-duty days while on standby status will be compensated at the overtime rate for actual time worked. An employee who is required in writing to be readily available to be called into work and/or who is required to wear a "beeper" outside of his/her regular work hours will be considered to be on standby status.

ARTICLE 7: HOLIDAYS

7.1 Holidays Observed - Regular, probationary, provisional and term-limited temporary employees (herein referred to as "leave eligible employees") who work a full-time work schedule,

except those employees who work a 7-10 work schedule, will be granted the following holidays with pay:

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

and any day designated by public proclamation of the president or governor as a legal holiday and as approved by the Council.

7.1.1 Part-time Employees - Leave eligible employees who work a part-time work schedule, except those employees who work a 7-10 work schedule, will be granted each of the holidays with pay as provided for within Sections 7.1 and 7.4 prorated to reflect their normally scheduled work day.

7.2 Holidays on Scheduled Day Off - Whenever a holiday occurs during a full-time leave eligible employee's regularly scheduled day off, such employee will receive compensation for the holiday as provided for in the standard full-time work schedule in the employee's work unit.

7.2.1 Part-time Employees - Employees eligible for holiday pay and who are working a part-time work schedule will only get holiday pay in accordance with Section 7.1.1 for those holidays that fall on the employee's regularly scheduled workdays.

7.3 4-10 Employees - A leave eligible employee on a 4-10 workweek schedule will have two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for each holiday identified within Section 7.1. As an alternative, employees working a 4-10 work schedule may have their schedule changed to a 5-8 work schedule during weeks which have a holiday.

7.3.1 Monday Holiday while on a 4/10 Sunday - Wednesday Shift - When operationally feasible and subject to management's approval, the County agrees to allow employees working on a 4/10 work schedule falling Sunday through Wednesday to observe the Sunday preceding a Monday holiday as the holiday (day off with holiday pay) and to work the Monday at the employee's straight time rate of pay. Prescheduling of the Sunday holidays will be required.

7.4 Floating Holidays - Leave eligible employees, except those employees who work a 7-10 work schedule, will receive two (2) additional personal holidays (maximum of 8 hours for each day) to be administered through the vacation plan. These two (2) holidays will be added to accrued vacation on the first pay period of October and the first pay period of November of each year. These days will be used in the same manner as any vacation day earned.

7.5 Holidays Falling on a Weekend - For those leave eligible employees whose regular work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For those leave eligible employees whose regular work schedule requires working on a Saturday and/or a Sunday, holidays falling on these days will be observed on the actual date of the holiday.

7.6 Maximum Accrual - Leave eligible employees will receive no more than a maximum of eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1) calendar year.

7.7 Pay Status - To be eligible for holiday pay the employee must be in pay status the employee's work day before and the employee's work day after the holiday. However, an employee who has successfully completed at least five (5) years of service and who retires at the end of the month in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if the employee is in a pay status the day before the day observed as the holiday.

7.8 Holidays for 7/10 Employees - An employee on a 7-10 workweek schedule will receive New Year's Day (January 1st), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25th) as holidays off work without a reduction in pay. In addition, an employee will be paid at the rate of time and one-half (1-1/2) for work performed on Martin Luther King Jr.'s Birthday (third Monday in January), President's Day (third Monday in February), Memorial Day (third Monday in

May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), and the day after Thanksgiving.

ARTICLE 8: VACATIONS

8.1 Accrual Schedule - Regular, probationary, provisional and term-limited temporary employees (herein referred to as "leave eligible employees") will accrue vacation leave benefits as described in and further qualified by this Article.

EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE		
Full Years of Service (Beginning)	**Working Days Per Year**	**Hours based on 40 hr workweek**
0-5	12	96
6	15	120
9	16	128
11	20	160
17	21	168
18	22	176
19	23	184
20	24	192
21	25	200
22	26	208
23	27	216
24	28	224
25	29	232
26	30	240

8.1.1 7-10 Employees - The vacation accrual rate for regular employees who are assigned to a 7-10 work schedule as of January 1, 1996 and who have continued to remain on the 7-10 workweek schedule shall receive vacation leave benefits for each hour in pay status exclusive of overtime as described in the following table; however, if the employee moves off the 7-10 work schedule to any other work schedule, the employee will only be able to accrue vacation leave as provided under Section 8.1 regardless if the employee later returns to a 7-10 work schedule. However, an eligible employee under this provision who involuntarily moves off the 7-10 work schedule and later returns to the 7-10

schedule will again be eligible for the accrual rate provided below.

Through end of year 3	.0460
Upon beginning of year 4	.065934
Upon beginning of year 11	.0769
Upon beginning of year 13	.087912
Upon beginning of year 19	(Section 8.1 Table)

8.1.2 Part-time Employees - Leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Section 8.1, prorated to reflect their normally scheduled workday.

8.2 Vacation Accrual - Leave eligible employees will accrue vacation leave from their date of hire in a benefit eligible position.

8.3 Maximum Accrual - Leave eligible employees who work a full-time work schedule may accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time work schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond the maximum amount. However, vacation leave beyond the maximum amount will be allowed by the manager/designee if the carry over is because of cyclical workloads, work assignments or other reasons as may be in the best interests of the County, and for any such carry over the employee shall have at least through the first quarter to use such leave.

8.4 Vacation Eligibility - A leave eligible employee cannot take or be paid for vacation leave until s/he has successfully completed his/her first six (6) months of County service in a leave eligible position, except if using vacation leave for a qualifying reason under the Washington Family Care Act. If a leave eligible employee leaves County employment prior to successfully completing his/her first six (6) months of County service in a leave eligible position, s/he will forfeit and not be paid for accrued vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her date of separation up to the maximum accrual amount if the employee has successfully completed his/her first six (6) months of County service and is in good standing. Payment will be the accrued vacation leave

multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

8.5 A leave eligible employee will not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this Article.

8.6 **Outside Employment** - No employee will work for compensation for the County in any capacity during the time that the employee is on vacation leave.

8.7 **Partial Day Increments** - Approved vacation leave will be used in one-quarter (1/4) hour increments.

8.8 **Payment to Assigns and Heirs** - In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six (6) months of County service in a leave eligible position, payment of unused vacation leave up to the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for by State Law, RCW Title 11.

8.9 **Vacation Scheduling** - The manager/designee will be responsible for scheduling the vacation of employees in such a manner as to achieve the greatest vacation opportunity for the employees while maintaining the efficient functioning of the work unit.

8.10 **Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible employee is injured or becomes ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, s/he must notify the manager/designee on the first day of the injury or illness, either by telephone or fax, or by letter postmarked the first day of the injury or illness. However, if it is physically impossible to give the required notice on the first day, notice must be sent as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of the injury or illness, while on vacation or compensatory time off must be presented regardless of the number of days involved.

8.11 If a regular or probationary (who has previously achieved career service status) employee resigns from County employment or is laid off and subsequently returns to County employment within two (2) years from such resignation or lay off, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Section 8.1.

8.12 Term-Limited Temporary Employees - A term-limited temporary employee who contiguous with his/her employment becomes a regular employee shall have his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate will be determined based on his/her date of hire as a term-limited temporary employee.

ARTICLE 9: SICK LEAVE

9.1 Sick Leave - Regular, probationary, provisional and term-limited temporary employees (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously earned.

9.1.1 Sick Leave Accruals for 7-10 - A regular employee assigned to a 7-10 work schedule as of January 1, 1996 will accrue sick leave in proportion to the relationship his/her basic work week bears to forty (40) hours; however, if the employee moves off the 7-10 work schedule to any other work schedule, the employee will only be able to accrue sick leave as provided under Section 9.1 regardless if the employee later returns to a 7-10 work schedule. However, an eligible employee under this provision who involuntarily moves off the 7-10 work schedule and later returns to the 7-10 schedule will again be eligible for the 7-10 accrual rate provided herein.

9.2 Vacation as an extension of Sick Leave - During the first six (6) months of service in a leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. Employees may have additional rights to use vacation leave for qualifying reasons under the Washington Family Care Act. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

9.3 Partial Day Increments - Approved sick leave will be used in one quarter (1/4) hour increments.

9.4 Unlimited Accrual - There will be no limit to the hours of sick leave benefits accrued by a leave eligible employee.

9.5 Restoration following Separation - Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave

eligible employee as of the date of separation. Should a regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.

9.6 Pay upon Separation - A regular or probationary (who has previously achieved career service status) employee who has successfully completed at least five (5) years of County service and who retire as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's base rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

9.7 Leave Without Pay for Health Reasons - An employee must use all of his/her sick leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under the County's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave.

9.8 Leave Without Pay for Family Reason - For a leave for family reasons, the employee will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty (80) hours of accrued sick leave.

9.9 Use of Vacation Leave as Sick Leave - An employee who has exhausted all of his/her sick leave may use accrued vacation leave before going on leave of absence without pay, if approved by his/her manager/designee.

9.10 Use of Sick Leave - Accrued sick leave will be used for the following reasons:

A. The employee's bona fide illness; provided, that an employee who suffers an occupational illness may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee;

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

1. An employee injured on the job may not simultaneously collect sick leave and worker's compensation payments in a total amount greater than the net regular pay of the employee; though an employee who chooses not to augment his/her worker's compensation time loss

pay through the use of sick leave will be deemed on unpaid leave status;

2. An employee who chooses to augment workers compensation payments with the use of accrued sick leave will notify the workers compensation office in writing at the beginning of the leave;

3. An employee may not collect sick leave and worker's compensation time loss payments for physical incapacity due to any injury or occupational illness which is directly traceable to employment other than with the County.

C. Exposure to contagious diseases and resulting quarantine.

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

E. The employee's medical, ocular or dental appointments, provided that the employee's manager/designee has approved the scheduling of sick leave for such appointments.

F. To care for the employee's eligible child if the child has an illness or health condition which requires treatment or supervision from the employee;

G. To care for other family members, if:

1. The employee has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months,

2. The family member is the employee's spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic partner, the parent of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the employee, the employee's spouse or domestic partner; and,

3. The reason for the leave is one of the following:

a. The birth of a son or daughter and care of the newborn child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is taken within twelve (12) months of the birth, adoption or placement;

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

employee; or

c. Care of a family member who suffers from a serious health condition.

H. In accordance with local, state and federal law, including but not limited to the Washington Family Care Act.

9.11 Unpaid Leave - An employee who has been employed by the County for twelve (12) months or more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her own serious health condition, and for family reasons as provided in Sections 9.10.F and 9.10.G combined, within a twelve (12) month period. The leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the following conditions:

A. Birth or Adoption - When a leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if authorized by the employee's manager/designee.

B. Reduced Schedules - An employee make take leave intermittently or on a reduced schedule when medically necessary due to a serious health condition of the employee or family member of the employee; and

C. Temporary Transfer - If an employee requests intermittent leave or leave on a reduced leave schedule, under Section 9.11.B. above, that is foreseeable based on planned medical treatment, the manager/designee may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits and that better accommodates recurring periods of leave than the regular position of the employee.

9.11.1 Concurrent Time - Use of donated leave will run concurrently with the eighteen (18) workweek family medical leave entitlement.

9.11.2 Insurance Premiums - The County will continue its contribution toward health care during any unpaid leave taken under Section 9.11.

9.11.3 Return to Work from Unpaid Leave - An employee who returns from unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:

A. The same position s/he held when the leave commenced; or

B. A position with equivalent status, benefits, pay and other terms and conditions of employment; and

C. The same seniority accrued before the date on which the leave commenced.

9.11.4 Failure to Return to Work - Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.

9.12 Provider Certification - The manager/designee and employee is responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests.

9.13 Definition of Child - For purposes of this Article, a child means a biological, adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

9.14 Term-Limited Temporary Employees - A term-limited temporary employee who contiguous with his/her employment becomes a regular employee shall have his/her accrued sick leave accruals carry over with such regular appointment.

9.15 Family Leave - Employees may use available paid leave, including accrued vacation and sick leave, to care for a family member in accordance with RCW 49.12.270.

ARTICLE 10: PAID LEAVES

10.1 Donation of Leaves - Donation of vacation leave hours and donation of sick leave hours.

A. Vacation leave hours

1. Approval Required - An employee eligible for paid leave may donate a portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such

donation will occur upon written request to and approval of the donating and receiving employee's department director(s), except that requests for vacation donation made for the purposes of supplementing the sick leave benefits of the receiving employee will not be denied unless approval would result in a departmental hardship for the receiving department.

2. Limitations - The number of hours donated will not exceed the donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted where it would cause the employee receiving the transfer to exceed his/her maximum vacation accrual.

3. Return of Unused Donations - Donated vacation leave hours must be used within ninety (90) calendar days following the date of donation. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article. For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

B. Sick leave hours

1. Written Notice Required - An employee eligible for paid leave may donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written notice to the donating and receiving employee's department director(s).

2. Minimum Leave Balance Required (Donor) - No donation will be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours of his/her accrued sick leave in a calendar year.

3. Return of Unused Donations - Donated sick leave hours must be used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions contained in this Agreement. For purposes of this Article, the first hours used by an employee will be accrued sick leave hours.

C. No Solicitation - All donations of vacation and sick leave made under this Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or any other compensation or benefits in exchange for donating vacation or sick leave hours.

D. Conversion Rate - All vacation and sick leave hours donated will be converted to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by the receiving employee's hourly rate to determine the actual number of hours received. Unused donated vacation and sick leave will be reconverted based on the donor's straight time hourly rate at the time of reconversion.

10.2 Leave - Organ Donors - The manager/designee will allow an employee eligible for paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days paid leave provided;

A. Notification - The employee gives the manager/designee reasonable advance notice of the need to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain or the eventual death of the identified recipient.

B. Provider Certification - The employee provides written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

10.2.1 Time off Subject to Agreement - Time off from work for the purpose set out above in excess of five (5) working days will be subject to the terms of this Agreement.

10.3 Bereavement Leave

A. An employee eligible for paid leave will be entitled to three (3) working days of bereavement leave a year, due to death of a member of his/her immediate family.

B. Use of Sick Leave in Lieu of Bereavement Leave - An employee eligible for leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of three (3) working days for each instance when death occurs to a member of the employee's immediate

family.

C. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it will not be charged against the employee's sick leave account nor bereavement leave credit.

D. Family Defined - Immediate family means, as used in this article: spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or employee's domestic partner.

10.4 School Volunteers - An employee eligible for paid leave will be allowed the use of up to three (3) days of sick leave each year to allow the employee to perform volunteer services at the school attended by the employee's child provided; an employee requesting to use sick leave for this purpose will submit such request in writing specifying the name of the school and the nature of the volunteer services to be performed.

10.5 Jury Duty - An employee eligible for paid leave who is ordered on a jury will be entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of mileage, with the Finance and Business Operations Division of the Department of Executive Services. The employee will report back to their manager/designee when dismissed from jury service.

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

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

ARTICLE 11: MEDICAL, DENTAL AND LIFE PLAN

11.1 Maintenance of Benefits - The County presently participates in group medical, dental and life insurance programs for eligible regular, probationary, provisional and term-limited temporary

employees and their eligible dependents. The County will maintain the current level of benefits under its group medical, dental, vision and life insurance programs during the life of this Agreement except as may be otherwise provided for in Section 11.2.

11.2 Insurance Committee - There will be a Joint Labor Management Insurance Committee comprised of representatives from the County and the Labor Union Coalition. The function of the Committee will be to review, study and make recommendations relative to existing medical, dental, vision and life insurance programs. The County and the Union will implement any changes in employee insurance benefits which result from any agreement of the Committee.

11.3 Premiums While Off Work Due to On-the-Job Injury or Illness - The County shall continue to provide medical insurance coverage at no cost for active employees and their dependents for those months they are unable to work due to an on-the-job injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of months of medical insurance coverage provided for under this Article shall not exceed twelve (12) months or the number of months for which the employee continues to receive paid sick leave and/or paid vacation leave benefits, whichever is the greater.

ARTICLE 12: SENIORITY - LAYOFF AND RECALL

12.1 Seniority Rights - Regular employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

12.2 Probation - An employee will be recognized as having attained seniority and regular employee status when such employee has completed a probation period equivalent of six (6) months worked in a career service position based on a full-time work schedule in a classification covered by this Agreement. Upon completion of the probation period the employee will be assigned a classification seniority date which will be the date when s/he first commenced his/her probation for that classification. An employee working less than a full-time work schedule will have his/her probation prorated based on the full-time work schedule for the work unit.

12.2.1 Resumption of Probationary Period Upon Recall From Layoff - In the event a regular employee is laid off during his/her probation period and is subsequently recalled to his/her classification within ninety (90) calendar days from the date of layoff, s/he will be credited with all days

previously worked for purposes of satisfying his/her probation period and establishing his/her resultant classification seniority date.

12.3 Seniority Accrual While on Leave Due to Illness or Injury - An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to eighteen (18) workweeks of the qualified unpaid leave period.

12.3.1 Seniority Accrual While on Leave Without Pay - An employee on an approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits during such absence except as provided under Section 12.3.

12.4 Promotion and Transfer - When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority which s/he had on the date of the promotion or transfer.

12.5 Seniority will be defined as follows:

- **"Classification Seniority"** will be defined as regular employee's total length of service within a specific classification covered by this Agreement.
- **"Division Seniority"** will be defined as a regular employee's total length of service within a division of a department covered by this Agreement.
- **"Departmental Seniority"** will be defined as a regular employee's total length of service within a department.
- **"Bargaining Unit Seniority"** for purposes of this Agreement, will be defined as a regular employee's total length of service within a classification(s) covered by this Agreement.
- **"County Seniority"** will be defined as a regular employee's total length of service with the County in a career service position.

12.6 Forfeiture of Seniority - Seniority rights will be forfeited for any of the following causes:

- Separation of employment from the County for any reason (i.e. termination,

resignation, retirement).

• Separation of employment within the bargaining unit, but maintaining employment with King County. Employee will regain the seniority they had at the time they left the bargaining unit only if they return to the bargaining unit within twelve (12) months.

• Layoff. Employee will regain the seniority they had at the time they were laid off if they return to the bargaining unit within two (2) years of being laid off.

12.7 Reduction in Work Force Procedure - In the event of a reduction-in-force, the County will layoff the regular employee in the classification affected who has the least Classification Seniority within his/her division. Prior to any layoff, all term-limited temporary, provisional, temporary and probationary employees in the classification within the affected division of the department will be separated first. Where two (2) or more regular employees have the same Classification Seniority, the more senior employee will be the one who has the most seniority by applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining Unit, 4) County, 5) total number of compensated straight-time hours, 6) a random method by mutual agreement between the Union and the County.

12.8 Bumping Rights - A regular employee who becomes displaced due to a reduction-in-force, will be permitted to use his/her classification seniority to displace or "bump out" the least senior regular employee occupying the same classification. The employee will also be permitted to use his/her bargaining unit seniority to displace or "bump out" the least senior regular employee occupying a classification within which the bumping regular employee had previously attained seniority status. Regular employees in the Parks Division, who were in a classification covered by this Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for the purpose of being able to exercise their bumping rights as provided under this Article.

12.8.1 Displaced Employees - A regular employee who becomes displaced due to another regular employee's exercise of Section 12.8, will also be afforded the right to displace or "bump out" the least senior regular employee in a similar manner.

12.9 Recall from Layoff - A regular employee displaced due to a reduction-in-force will be recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the

work of the position for which s/he is recalled. A regular employee will be removed from the recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to accept or report to work after being recalled, or the employee requests to be removed from the recall list.

ARTICLE 13: MISCELLANEOUS

13.1 Seniority Lists - The County will transmit to the Union a current listing of all employees in February and August of each year. Such list will indicate the name of the employee, job classification, classification seniority date and work unit.

13.2 Contracting of Work - The County will not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County will provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance will the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision will limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

13.3 Election to Union Office - An employee elected or appointed to an office in the Union which requires a part or all of his/her time will be given an unpaid leave of absence up to one (1) year without pay upon written application.

13.4 Mileage Reimbursement - All employees who have been authorized to use their own transportation on County business will be reimbursed at the rate established by County ordinance.

13.5 Road and River Improvement Employees - All County Road and River Improvement employees will be allowed pay from time of reporting to a designated headquarters and will end when the employee returns from the field to such headquarters.

13.6 Rain Gear - The County will provide rain gear for all employees working in inclement weather as needed.

13.7 Safety Footwear

A. Solid Waste and Parks - For employees who are required to wear specific safety footwear, the County will reimburse up to seventy-five dollars ($75.00) yearly or up to one-hundred fifty dollars ($150.00) every other year, per employee. Employees will be responsible to purchase the required footwear, and submit an Expense Claim Form and receipt.

B. Roads - For employees who are required to wear specific safety footwear, the County will provide employees a yearly stipend of ninety dollars ($90.00), before appropriate individual payroll taxes.

13.8 King County Labor-Management Committee(s) - The County and the Union recognizes the importance of a collective bargaining and employee relations climate in the County that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the County and the Union agrees to establish labor-management committee(s) where mutually agreed.

13.9 Biweekly Payroll - If during the life of this Agreement the Council adopts a biweekly payroll plan, the parties agree to adopt the plan.

13.10 Bulletin Boards - The County agrees to permit the Union shop stewards and business representatives to post on designated County bulletin boards the announcement of meetings, election of officers, and other Union material; provided, there is sufficient space beyond what is required by the County for normal business operations.

13.11 Shop Stewards - Shop stewards may conduct representational responsibilities including attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled shift, without a loss of regular compensation, if excused from work by the employee's manager/designee.

13.12 Safety - The County, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition s/he will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

13.13 Bus Pass - The County agrees to maintain the current bus pass benefit for eligible

employees for the term of this Agreement.

13.14 Apprenticeship Utilization - By mutual agreement, the County and the Union agree to enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice hiring within the Union having established Apprenticeship Programs. Such apprentice hiring will conform to the individual Apprenticeship Standards, and apprentices hired will be term limited temporary employees.

13.15 Filling of Vacant Positions - Prior to the initiation of any open competitive process to fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular employees within the classification within the bargaining unit. Any regular member of the bargaining unit holding a position within the same classification as that of the vacant position will be given the opportunity to apply for the position. The appointment will be made to the applicant who the County determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis of classification seniority. This provision is not applicable to employees who hold a different employment status (i.e., part-time and full-time) than that of the vacant position in the classification.

13.16 Loan-in / Loan-out - Roads Division

A. Employees loaned-out from one work group to another will be based on seniority except when there is a legitimate business reason for doing otherwise. Legitimate business reasons include, but are not limited to, the need to match particular skills or experience with the work or lack of work for the employee(s) in their regularly assigned work group.

B. If there is no legitimate business reason for selecting certain employees to be loaned-out, the supervisor will first determine if there are volunteers. If there are more volunteers than needed, the loan-out will be offered first to the employee with the most bargaining unit seniority.

C. If there are no volunteers, employees will be selected in the following order:

1. Temporary employees
2. Term-limited temporary employees
3. Regular employees, in reverse seniority order

D. Employees loaned-out to another work group are eligible for scheduled weekend

overtime in that work group as long as their regularly scheduled work hours in that work group total 20 hours or more during that week. An employee, who is not scheduled for weekend overtime work in the loan-out workgroup, remains eligible for scheduled weekend overtime in his/her regularly assigned workgroup. If there is scheduled overtime in both the loan-out group and regularly assigned workgroup, the loan-out group takes precedent.

E. Employees loaned-out to another work group are eligible for call-outs in that work group. While loaned-out to another work group, the employee is no longer considered a member of the work group to which they are regularly assigned for the purposes of call outs, except during an "alert" schedule when the employee will be recalled to his/her regularly assigned work group.

F. Definition: Loan-out is defined as an employee being temporarily reassigned with advanced notice for one (1) day or more to another work group and is required to report to that work site at the beginning of the day instead of his/her regularly assigned work group location, and is under the direction of that work group's supervisor.

G. Nothing herein limits the County's ability to assign vehicles or employees to other work groups after the start of the normal work day; in such situations, the employee reports to and leaves from their regularly assigned work group location. Such assignments of one (1) day or less will be based on legitimate business needs.

13.17 Personnel Files - Employees shall be allowed to make written responses to any materials which are in their personnel files, and such responses shall be maintained in their personnel files. Employees shall have the right to examine and receive a photocopy of any part of their personnel file upon request during normal business hours.

ARTICLE 14: GRIEVANCE PROCEDURE

14.1 Purpose - The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

14.2 No Discrimination - Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

14.3 Grievance Definition - A grievance will be defined as an issue relating to the interpretation and application of rights, benefits, or conditions of employment as contained in this Agreement.

14.4 Exclusive Representative - The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee.

14.5 Access to Grievance Procedure - Employees, whether Union members or not, will have no independent unilateral privilege or right to invoke the grievance procedure; however, an employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be referred to Step 1.

14.6 A. Step 1 - A grievance will be presented in writing by the shop steward or the Union representative within ten (10) work days of the occurrence or knowledge of such grievance to the employee's immediate supervisor; except, grievances filed on discipline issues can be filed directly at Step 2. The written grievance will describe the event or circumstances being grieved, the provision(s) of this Agreement that have allegedly been violated and the remedy sought. The supervisor will attempt to adjust the matter with the Union representative and notify the same within ten (10) work days after receipt of the grievance. If the shop steward/Union representative does not pursue the grievance to Step 2 within ten (10) work days after receiving the supervisor's written decision, the grievance will be presumed resolved.

B. Step 2 - The grievance will be presented in writing to the manager/designee for investigation, discussion and written reply. The manager/designee will meet with the employee and Union to discuss the grievance within ten (10) work days of the receipt of the Step 2 grievance. The manager/designee will issue a written decision to the employee and the Union within ten (10) work days following the discussion. If the Union does not pursue the grievance to Step 3 within ten (10) work days after receiving the manager/designee written decision, the grievance will be presumed resolved.

C. Step 3 - The grievance will be presented in writing to the Director of Labor Relations/designee for a Step 3 meeting. The Director of Labor Relations/designee shall meet within

ten (10) work days after receipt of the appeal to Step 3 and attempt to resolve the grievance. The Director of Labor Relations/designee shall provide a written decision to the Union within ten (10) work days after the Step 3 meeting. In the event the dispute is not resolved by the Director of Labor Relations/designee the Union will have ten (10) days following receipt of the written decision in which to request mediation or arbitration

14.7 Arbitration - Should the Step 3 decision not resolve the grievance, either the County or the Union may make a written request of the other party for arbitration within thirty (30) calendar days following the written decision. The written request for arbitration must specify the exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

14.7.1 Selection Process - The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator within 30 calendar days, then the arbitrator will be selected from a panel of seven (7) names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. The remaining name will serve as the arbitrator. If either party does not participate in the striking of names within ten (10) working days of receiving the list, the other party shall have the right to select the arbitrator for the list of arbitrators provided. The arbitrator, under voluntary labor arbitration rules of the (FMCS), will be asked to render a decision promptly and the decision of the arbitrator will be final and binding upon all parties to the dispute.

14.7.2 Arbitrator's Authority Limited - The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

14.7.3 Arbitration Expenses - The arbitrator's fee and expenses will be paid equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees of its representatives and any witnesses appearing on its own behalf, regardless of the outcome of the arbitration.

14.8 Timelines - Work days are defined as regular County business days, Monday through Friday, excluding holidays recognized under this Agreement. Timelines under this Article may be extended by mutual agreement of the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step no grievance step may be by-passed.

14.9 Mediation - Either party can request mediation of the other party prior to arbitration. If both parties agree to mediation an impartial and mutually agreed upon mediation service will be used to mediate the grievance. In the event that the grievance is not resolved in mediation either party may proceed to arbitration.

14.10 The provisions of this Article will not apply to probationary, temporary, provisional and term-limited temporary employees who are employed at will if they are disciplined or discharged.

14.10.1 An employee who does not successfully complete the probationary period following transfer or promotion may be restored to his/her former position at the discretion of the employee's appointing authority.

14.11 Resolutions are Final and Binding - The disposition and/or settlement of any grievance or other matter in dispute as determined by and between the Union and the County will be final and binding upon all parties to the dispute.

ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION

15.1 Work Stoppages - The County, the Council, and the Unions 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. Specifically, the Unions will not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with County functions by employees under this Agreement and should same occur, the involved Union will take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave will be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents

satisfactory reasons for their absence within three (3) calendar days of the date his automatic resignation became effective.

15.2 **Employer Protection** - Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union will immediately, in writing, order such members to immediately cease engaging 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 will publicly order such Union members to cease engaging in such work stoppage.

15.3 **Discipline** - Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article will be subject to disciplinary action in accordance with the County's work rules up to and including discharge, suspension, or other disciplinary action as may be deemed applicable to such employee.

ARTICLE 16: WAIVER CLAUSE

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

ARTICLE 17: SAVINGS CLAUSE

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

ARTICLE 18: DURATION

18.1 Duration - This Agreement will become effective upon full and final ratification and approval by formal requisite means by the King County Council and will continue in full force and effect through December 31, 2014.

18.2 Reopener Clause - Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to December 31, 2014.

APPROVED this 22 day of AUGUST, 2012.

By: Dow Constantine

King County Executive

International Union of Operating Engineers Union
Local No. 302

By: Robert Franssen

Robert Franssen
Field Representative

MEMORANDUM OF AGREEMENT

BETWEEN

KING COUNTY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

Subject: Productivity Program

The parties, having bargained in good faith regarding establishing a productivity program, hereby agree as follows:

1. The parties agree to establish a productivity program for the entire Solid Waste Division. Such program, once established, will include the savings realized through the rock recycle and dirt recovery projects as of January 1, 2002 that will be credited to members of the Local 302 bargaining unit. The parties will meet no later than thirty (30) days following final implementation of this agreement and agree to meet as frequently as needed to reach a final agreement. Once finalized the terms and condition of the program will be set forth in a Memorandum of Agreement subject to approval by the King County Council.

2. The parties agree to explore establishing a productivity program for the Roads Division.

MEMORANDUM OF AGREEMENT

BETWEEN

KING COUNTY

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

Subject: Union Pension Trust

The parties, having bargained in good faith regarding participation in the Union's pension trust on behalf of employees represented by the Union, do hereby agree as follows:

1. The County agrees to contribute one dollar ($1.00) for every hour for which compensation is paid (exclusive of amounts paid while the employee is on worker's compensation time loss) to Locals 302 & 612 International Union of Operating Engineers - Employers Construction Industry Retirement Plan ("Retirement Plan") on behalf of employees within the job classifications represented by Operating Engineers, Local 302. The parties agree and understand that this contribution shall not be reported as part of the employees' wages to the State Department of Retirement Systems or the Internal Revenue Service, nor shall this contribution be part of the employees' wages for computation of overtime or any salary-based premium pays.

2. Employees receiving pension contributions set forth in this Memorandum of Agreement have elected to reduce their wage rates by the amount of one dollar ($1.00) for every compensable hour.

3. The parties acknowledge that wages and pension contributions are total compensation for employees. The parties agree to use a total compensation approach in future negotiations, wage studies, or comparative analysis covering employees who are receiving these pension contributions.

cba Code: 351

Union Code: Y1

Addendum A
International Union of Operating Engineers
Local 302
Wage Addendum

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Steps
9324100	934201	Equipment Operator	47	1-2-3-4-5*+
8501100	852101	Landfill Gas Operator I	51	1-2-3-4-5*
8501200	852201	Landfill Gas Operator II	59	1-2-3-4-5*
8503100	853501	Pump Plant Operator	45	1-2-3-4-5*
9411100	941002	Solid Waste Preventive Maintenance Specialist	46	1-2-3-4-5*
9203100	924101	Vegetation Specialist	47	1-2-3-4-5*
7540200	756201	Wastewater Treatment Operator	51	1-2-3-4-5*
7540400	756401	Wastewater Treatment Senior Operator in Charge	59	1-2-3-4-5*

* These steps equate to Steps 2-4-6-8-10 on the King County Squared Salary Table

+ An employee working a 7-10 workweek schedule will receive a shift premium of 14.3%