

July 21, 1995
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LARRY PHILLIPS
GREG NICKELS
Introduced by BRIAN DERDOWSKI

Proposed No. 95 - 545

ORDINANCE NO. 11932

1
2
3 AN ORDINANCE approving and adopting the
4 Collective Bargaining Agreement negotiated by
5 and between King County and International
6 Federation of Professional and Technical
7 Engineers, Local 17, representing employees
8 in the Departments of Parks, Planning and
9 Resources, Public Works, Development and
10 Environmental Services and Construction and
11 Facilities Management; and establishing the
12 effective date of said Agreement.

13
14 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

15 SECTION 1. The Collective Bargaining Agreement negotiated
16 between King County and International Federation of Professional
17 and Technical Engineers, Local 17, representing employees in the
18 departments of parks, planning and resources, public works,
19 development and environmental services and construction and
20 facilities management and attached hereto is hereby approved and
21 adopted and by this reference made a part hereof.
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2 SECTION 2. Terms and conditions of said agreement shall be
3 effective from January 1, 1995, through and including
4 December 31, 1997.

5 INTRODUCED AND READ for the first time this 7th day of
6 August, 1995.

7 PASSED by a vote of 11 to 0 this 14th day of
8 August, 1995.

9
10 METROPOLITAN KING COUNTY COUNCIL
11 KING COUNTY, WASHINGTON

12
13 Kent Pullen
14 Chair

15 ATTEST:

16
17 Gerald A. Peterson
18 Clerk of the Council

19 APPROVED this 22nd day of August, 1995.

20
21 Ray Locke
22 King County Executive

AGREEMENT BETWEEN
PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL UNION 17
AND
KING COUNTY

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AGREEMENT BETWEEN
PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL UNION 17
AND
KING COUNTY

These Articles constitute an agreement, the terms of which have been negotiated in good faith, between the King County Labor Negotiating Team and the signatory organization subscribing thereto. This Agreement shall be subject to approval by Ordinance by the County Council of King County, Washington.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County hereafter County and its employees and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units.

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

3 *Section 1.* The County recognizes the International Federation of Professional and
4 Technical Engineers, Local 17, AFL-CIO, as the exclusive bargaining representative of all
5 employees whose job classifications are listed in the attached Addendum "A". In recognizing the
6 International Federation of Professional and Technical Engineers, Local 17, AFL-CIO as the
7 exclusive bargaining representative, the County agrees that they will not affect any change in
8 working conditions, classifications, wages, or fringe benefits except by mutual agreement with
9 the Union or in accordance with this Agreement.

10 *Section 2.* It shall be a condition of employment that all employees covered by this
11 Agreement who are members of the Union in good standing on the effective date of this
12 Agreement shall remain members in good standing and those who are not members on the
13 effective date of this Agreement, shall become and remain members in good standing in the
14 Union. It shall also be a condition of employment that all employees covered by this Agreement
15 and hired or assigned into the bargaining unit on or after its effective date shall, on the thirtieth
16 day following the beginning of such employment, become and remain members in good standing
17 in the signatory organization.

18 *Section 3.* An employee hired after the effective date of this Agreement who can support
19 membership in a church or religious body that, through bona fide religious tenets or teachings,
20 prohibits the payment of dues or initiation fees to union organizations shall pay an amount of
21 money equivalent to regular union dues and initiation fee to a non-religious charitable
22 organization mutually agreed upon by the employee affected and the bargaining representative to
23 which such employee would otherwise pay the dues and initiation fee. The employee shall
24 furnish written proof that such payment has been made.

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

7 *Section 5.* Neither party shall discriminate against any employee or applicant for
8 employment on account of membership or non-membership in any labor union or other employee
9 organization.

10 *Section 6. Dues Deduction.* Upon receipt of written authorization individually signed by
11 a bargaining unit employee, the County shall have deducted from the pay of such employee the
12 amount of dues as certified by the secretary of the signatory organization and shall transmit the
13 same to the treasurer of the signatory organization.

14 The Union will indemnify and hold the County harmless against any claims made and
15 against any suit instituted against the County on account of any check-off of dues for the
16 signatory organization. The Union agrees to refund to the County any amounts paid to it in error
17 on account of the check-off provision upon presentation of proper evidence thereof.

18 *Section 7.* The County will transmit to the Union, twice a year, upon request, a current
19 listing of all employees in the bargaining units. Such list shall indicate the name of the
20 employee, position status, job classification, department and/or unit.

21 *Section 8.* The County will require all new employees, hired in a position in the
22 bargaining unit, to sign a form (in triplicate) which will inform them of the Union's exclusive
23 recognition. One copy of the form to be retained by the County, one by the employee and the
24 original sent to the Union.



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2 **ARTICLE 4: HOLIDAYS**

3 *Section 1.* All employees, except temporary employees, shall be granted the following
4 holidays with pay:

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New Year's Day	January 1st
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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13 and any days designated by public proclamation of the Chief Executive of the State as a legal
14 holiday.

15 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the
16 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

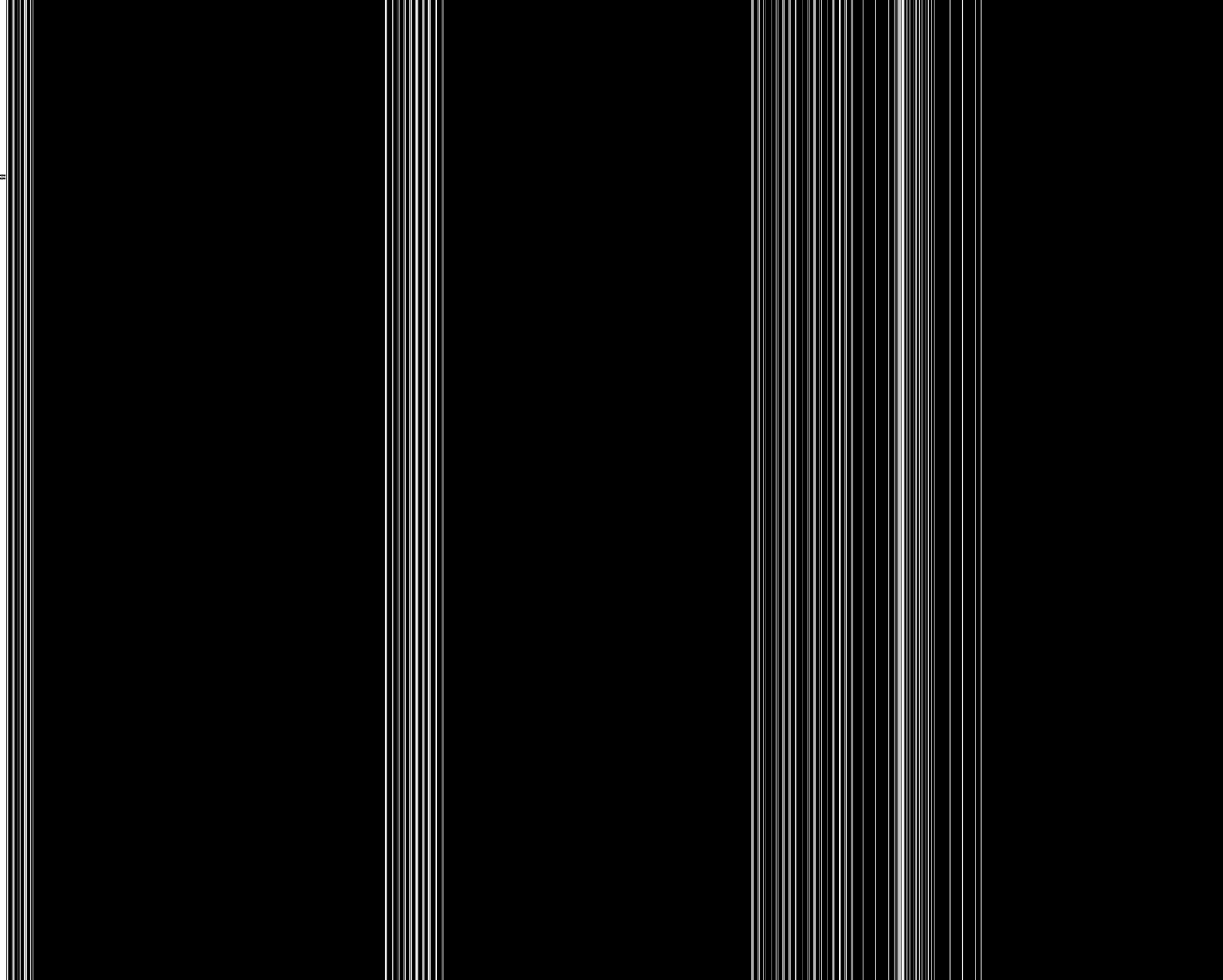
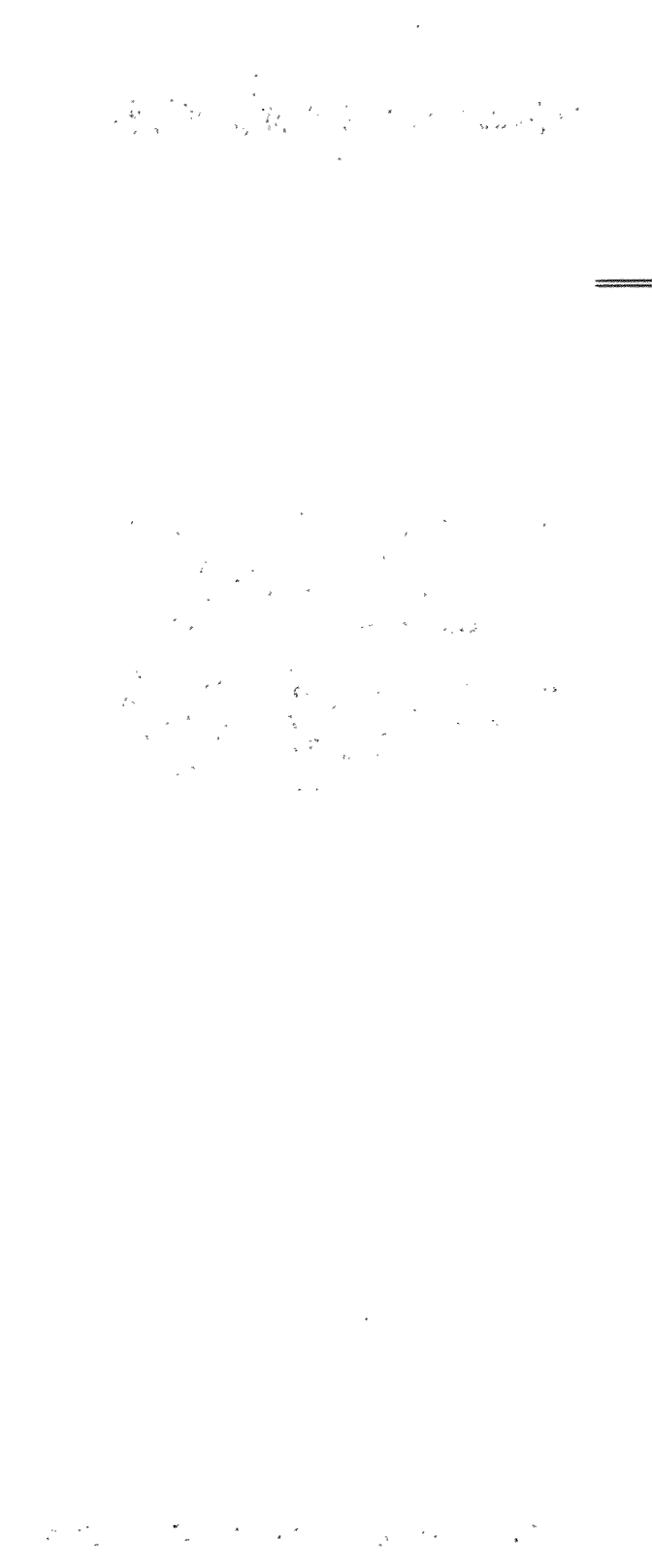
17 Holidays paid for but not worked shall be recognized as time worked for the purpose of
18 determining weekly overtime.

19 Work performed on holidays shall be paid at one and one-half (1 1/2) times the regular
20 rate in addition to regular holiday pay.

21 *Section 2.* Employees will earn a personal holiday on October 1st and on November 1st
22 each year. Personal holidays will be available for use when earned. Personal holidays will be
23 administered in the same manner as vacation leave. The Personal holidays will be reflected as
24 vacation on the November 20th paycheck.
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Section 3. Holiday pay for regular, part-time employees and temporary employees will be established based upon the ratio of hours actually worked (less overtime) to a standard work week.



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2 **Section 2.** Upon completion of one year of continuous service, an employee will receive
3 ten (10) days of annual vacation credit. The vacation credit will be available for use by the
4 employee on the first of the month following completion of one year of continuous service.

5 Employees with one or more continuous years of service shall accrue vacation benefits
6 monthly.

7 **Section 3.** Vacation benefits for regular, part-time employees will be established based
8 upon the ratio of hours actually worked (less overtime) to a standard work week.

9 **Section 4.** No person shall be permitted to work for compensation for the County in any
10 capacity during the time when vacation benefits are being drawn.

11 **Section 5.** Vacation may be used in one-half (1/2) hour increments at the discretion of
12 the department director or his/her appointed designee.

13 **Section 6.** Upon termination for any reason, the employee will be paid for unused
14 vacation credits up to the maximum allowable accumulated vacation, except; employees may
15 continue to accrue additional vacation beyond the maximum specified herein if, as a result of
16 cyclical workloads or work assignments, accrued vacation will be lost. Employees shall forfeit
17 the excess accrual prior to December 31st of each year.

18 **Section 7.** Temporary employees will receive benefits under this Article in accordance
19 with Article 31.

20 **Section 8.** No employee shall earn vacation credit during a month when the employee is
21 absent without pay more than three working days, and an employee shall not be granted vacation
22 benefits if not previously accrued by the employee.

23 **Section 9.** In cases of separation by death, payment of unused vacation benefits shall be
24 made to the employee's estate, or in applicable cases, as provided by R.C.W. 49.48.

25 **Section 10.** New PERS I employees hired after January 1, 1986, who retire, will be paid
26 up to a maximum of 240 hours of accrued vacation. Accrued amounts in excess of 240 hours
27 must be used prior to the date of retirement or lost.

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2 **ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE**

3 *Section 1.* Every regular, full-time employee shall accrue sick leave benefits at the rate of
4 one work day for each month in County service. "Day" means either 7 hours or 8 hours
5 depending on whether the employee is working a 35-hour or 40-hour week.

6 *Section 2.* No employee shall earn sick leave credit during a month in which the
7 employee is absent without authorization or absent without pay more than three days.

8 *Section 3.* Every regular, part-time employee shall receive sick leave benefits
9 proportionate to the employee's regular work day. For example: If a part-time employee
10 normally works four hours per day and the department's normal work day is eight hours, the
11 employee will receive four hours of sick leave benefits for the month.

12 *Section 4.* Temporary employees will receive benefits under this Article in accordance
13 with Article 31.

14 *Section 5.* After six months of full-time service a regular employee may, at his/her
15 division manager's discretion, be permitted to use up to one-half of his/her accruing vacation (5
16 days) as an essential extension of used sick leave. If an employee does not work a full 12
17 months, any vacation credit used for sick leave must be reimbursed to the County upon
18 termination.

19 *Section 6.* Sick leave shall accrue on a monthly basis starting with the first of the month
20 following the month the employee commenced employment. An employee is not entitled to sick
21 leave if not previously earned.

22 *Section 7.* Sick leave may be used in one-half (1/2) hour increments, at the discretion of
23 the division manager.

24 *Section 8.* There shall be no limit to the hours of sick leave benefits accrued by an
25 employee.
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3 **Section 15. Family Care and Death.**

4 a. Regular, full-time employees shall be entitled to three (3) working days of
5 bereavement leave a year, due to death of members of their immediate family.

6 b. Regular, full-time employees who have exhausted their bereavement leave, shall be
7 entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a
8 member of the employee's immediate family.

9 c. Three (3) sick leave days of absence from the job may be granted to an employee due
10 to a requirement to care for immediate family members that are seriously ill. Up to one day's
11 absence shall be authorized for the employee to be at the hospital on the day of the birth of his
12 child.

13 d. In cases of family care where no sick leave benefit exists, the employee may be
14 granted leave without pay.

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

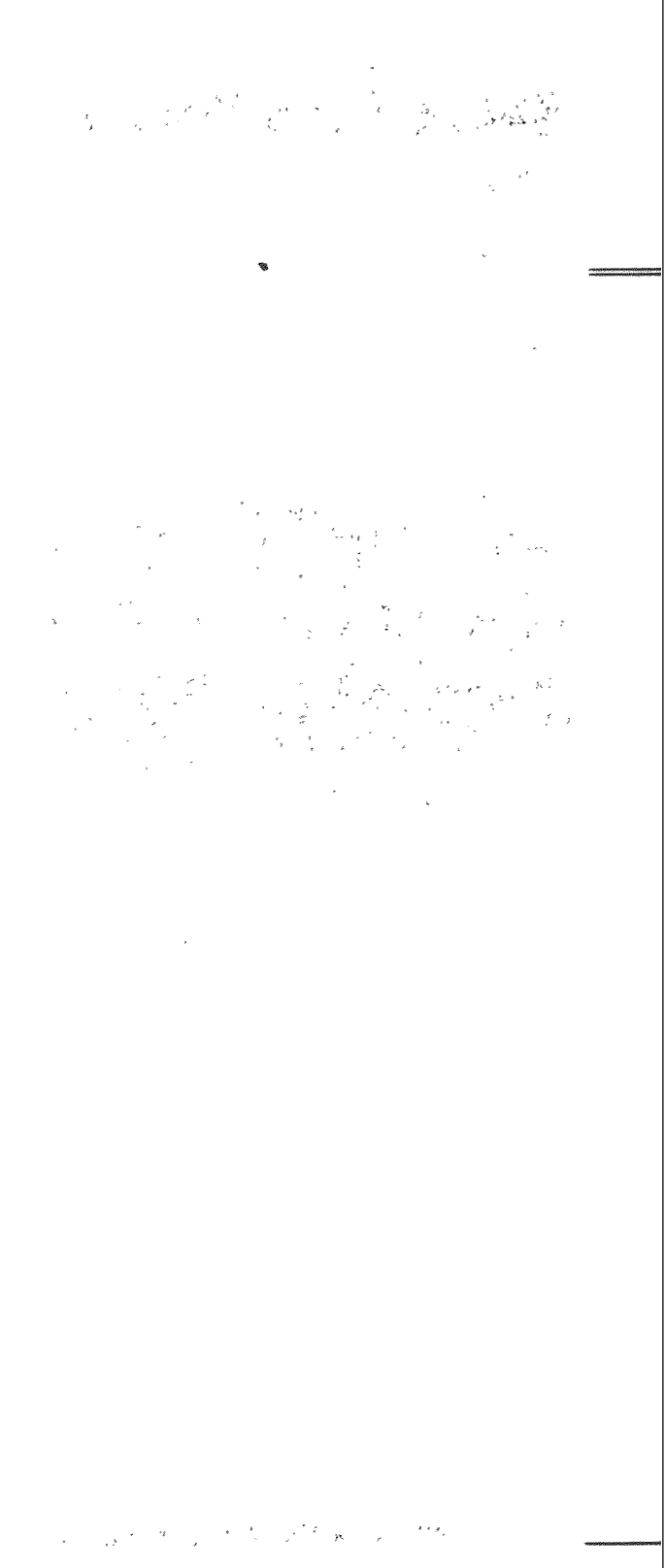
18 f. For the purposes of this article, immediate family shall be construed to mean persons
19 only as set forth herein and related to an employee by blood or marriage or legal adoption as
20 follows: grandmother, grandfather, grandchild, mother, father, husband, wife, son, daughter,
21 brother, sister and any persons for whose financial or physical care the employee is principally
22 responsible.

23 **Section 16. Sick Leave.**

24 a) Sick leave may be transferred in accordance with personnel guidelines and King
25 County ordinance.

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2 b) Sick leave may be transferred in excess of personnel guidelines in accordance
3 with this subsection. Any regular full-time, or part-time employee in Local 17
4 who has completed fifteen (15) years of service may transfer a portion of his or
5 her accrued sick leave to a regular full-time, or regular part-time employee who
6 has completed three (3) years of service, upon written request to, and approval of,
7 the transferring and receiving employees' Department Director(s). Donated hours
8 shall be converted to a dollar value based upon the donor's straight time hourly
9 rate. Such dollar value will be divided by the receiving employee's hourly rate to
10 determine the actual number of hours donated.

11 Sick leave hour donations shall be in increments of five (5) hours. When an
12 employee donates in excess of twenty-five (25) hours in a calendar year, no
13 donation shall be permitted unless the donating employee's sick leave accrual
14 balance immediately subsequent to the donation is five hundred (500) hours or
15 more. No employee may donate more than eighty (80) hours per calendar year.
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2 **ARTICLE 8: OVERTIME**

3 *Section 1.* Except as otherwise provided in this article, employees on a five (5) day
4 schedule shall be paid at the rate of time and one-half for all hours worked in excess of eight (8)
5 in one day, exclusive of lunch period, or forty (40) in one week. Employees on a seven (7) hour
6 per day schedule will receive straight time for work performed during the eighth hour.

7 *Section 2.* A minimum of four (4) hours at the overtime rate shall be allowed for each
8 call out. Call out shall be defined as any situation where the employee is called to return to duty
9 after completing his/her regular shift and leaving the work site. Where such overtime exceeds
10 four (4) hours, the actual hours worked shall be allowed at overtime rates.

11 *Section 3.* All overtime shall be authorized in advance by the division manager or his/her
12 designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is
13 a regular scheduled work day for the individual crew.

14 *Section 4.* Emergency work at other than the normal scheduled working hours, or special
15 scheduled working hours, shall be credited as such. This unscheduled and emergency overtime
16 will be compensated as overtime, and in the event this overtime work is accomplished prior to
17 the normal working hours and the employee subsequently works his/her regular shift, shall be
18 compensated at regular time.

19 *Section 5.* Authorized overtime shall be compensated in time periods of one-half (1/2)
20 hour. Where an employee works any portion of a one-half (1/2) hour time period, the employee
21 shall accrue overtime as if he/she had worked the full one-half (1/2) hour.

22 *Section 6.* For purposes of computing overtime, all authorized time off in a pay status
23 shall be considered as time worked.

24 *Section 7.* There shall be no practice of compensatory time off except by mutual
25 agreement between the employee and the employer. Compensatory time shall be earned at the
26 rate of one and one half (1-1/2) times the regular rate.

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Section 8. All hours worked beyond a normal work week will be compensated as overtime providing the employee has worked a minimum of five (5) consecutive "normal" work days in a given week.

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2 **ARTICLE 10: EXCEPTIONAL WORK SCHEDULES**

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Section 1. The County may make temporary changes to normal working hours where circumstances require that work must be performed outside of the normal working hours, providing that the changes are made in whole work days. Normal working hours as defined in Article 9, Section 1 shall be excluded from an exceptional work schedule.

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Section 2. Assignment of employees to exceptional work schedules will be done first by requesting qualified volunteers. If no volunteers are secured, or if specific skills are required, then assignments will be made at the discretion of management.

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Section 3. An employee assigned to an exceptional work schedule shall be eligible for 10% above her/his base hourly rate for all work performed outside the normal working hours. Overtime shall apply to work performed in accordance to Article 8, Section 1a.

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ARTICLE 11: STANDBY

Section 1. Standby is off duty time during which an employee is required to restrict her/his activities and be available to report to work. Employees assigned to standby status in writing shall be compensated at the rate of 10% per hour for all hours spent on standby. If called to work the employee shall be paid in accordance with Article 8, Section 2.

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

5300 S. LINDSAY DRIVE

CHICAGO, ILLINOIS 60637

TEL: 773-936-3700

FAX: 773-936-3700

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2 **ARTICLE 13: TRANSFER/RE APPOINTMENT**

3 a. Any employee who is promoted and does not successfully complete the probationary
4 period for that position, shall have rights back to a position in his /her former classification; this
5 includes employees promoted out of the bargaining unit.

6 b. Prior to the initiation of any competitive process to fill a vacant bargaining unit
7 position, members of the bargaining unit holding the same classification as that of the vacant
8 position shall be given the opportunity to make a lateral transfer to the vacant position. Such
9 lateral transfers shall be accomplished pursuant to the following procedure:

10 1. Notification of the vacancy shall be provided to all bargaining unit employees
11 whose classification is the same as that of the vacant position and thus eligible for lateral transfer
12 consideration.

13 2. Eligible employees expressing interest in a lateral transfer shall be interviewed
14 by the appointing authority or designee.

15 3. If none of the interested eligible employees are selected for lateral transfer, the
16 position will be filled through the competitive examination process.

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2 **ARTICLE 14: VEHICLES**

3 *Section 1.* All employees who have been authorized to use their own transportation on
4 County business shall be reimbursed at the rate set by the County Council by ordinance.

5 *Section 2.* Employees whose assigned duties require the use of County vehicles during
6 most of the year may have their vehicles assigned throughout the year on a twenty-four (24) hour
7 basis. Provided, that if a County employee's assignment for a period of forty-five (45) days or
8 more does not require the use of a County vehicle on a twenty-four (24) hour basis the County
9 may require said employee to turn in the vehicle to the County at the beginning of said period.

10 *Section 3.* All employees assigned a vehicle on a twenty-four (24) hour basis annually,
11 shall be permitted to park such vehicles at their residence overnight provided the vehicles will
12 not be parked overnight at a residence outside the County except as may be authorized in writing.

13 *Section 4.* The Director of Public Works or designee and the Director of the Department
14 of Developmental and Environmental Services or designee shall determine, on an annual basis
15 those employees whose duties will require assigned vehicles during most of the year. The ability
16 to improve the efficiency of County service shall be the determining factor for vehicle
17 assignment.

18 *Section 5.* No employee within the bargaining unit shall be required, as a condition of
19 employment to provide a personal automobile for use in County business.

20 *Section 6.* Assignment of County vehicles shall be at the discretion of management, with
21 the needs of the service and availability of vehicles being the determining factor.

22 *Section 7.* The employee shall be notified of any change in vehicle assignment fourteen
23 (14) days prior to the implementation.

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ARTICLE 16: DRUG FREE WORK PLACE

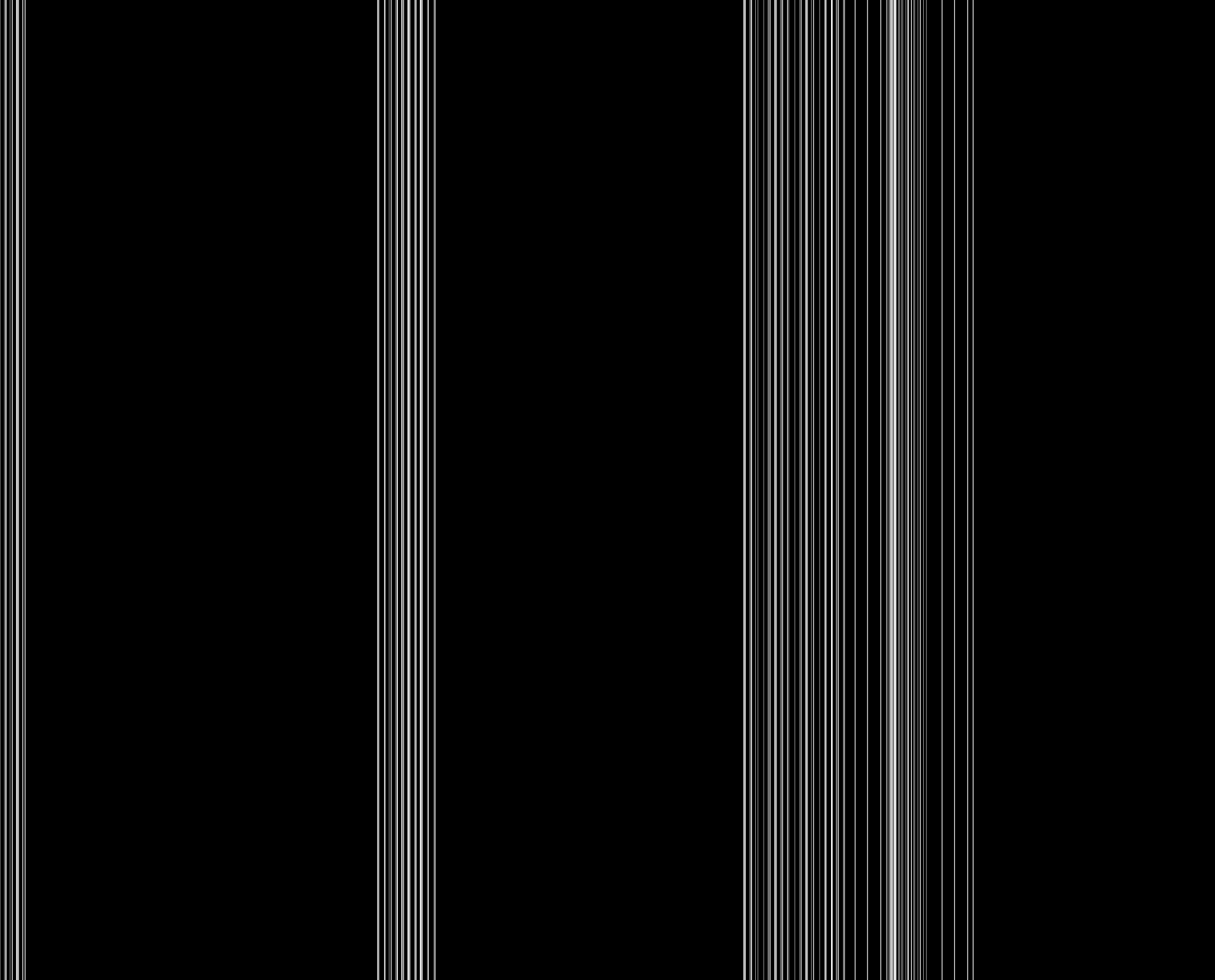
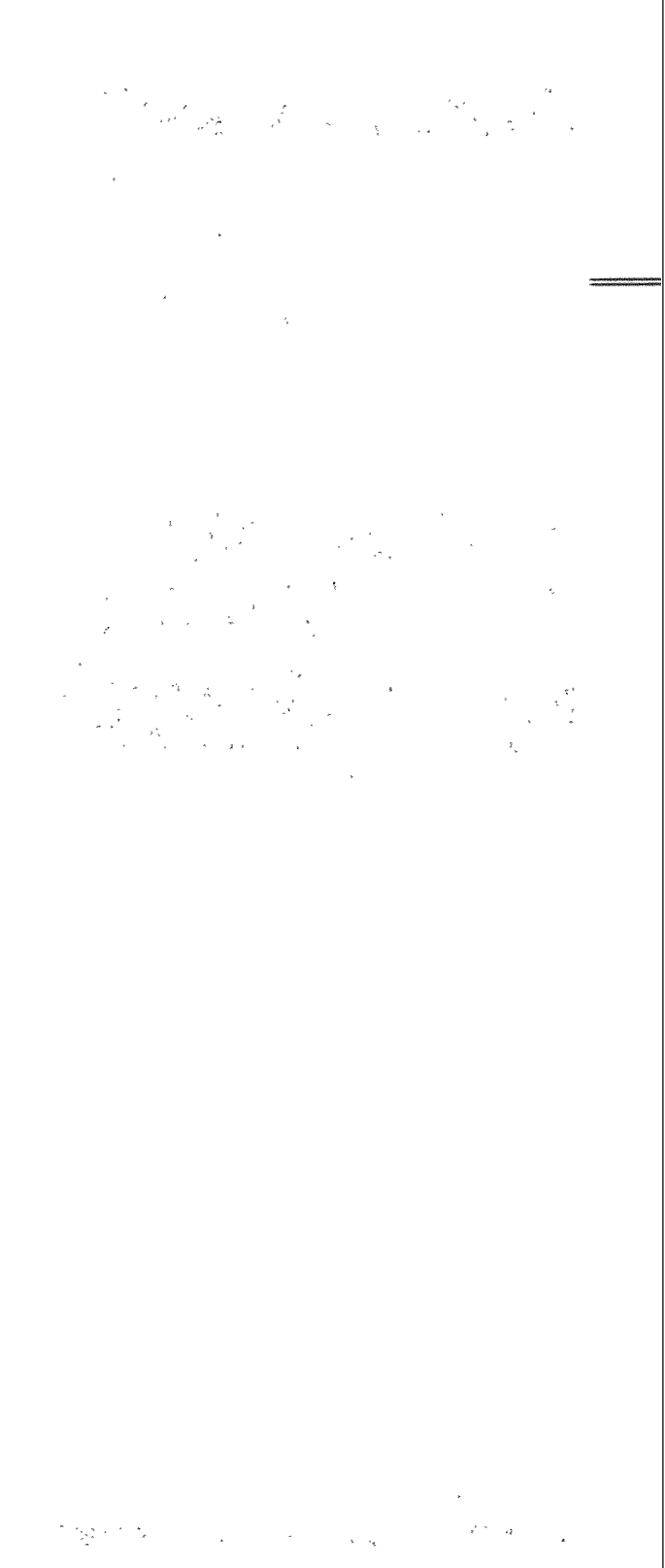
The Union agrees to comply with all applicable Federal, State and County regulations and ordinances with regard to the drug free workplace.

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2 **Step 4** - If the decision of the Director, Office of Human Resource Management, does not
3 resolve the grievance, either party may request arbitration within thirty (30) calendar days of
4 receipt of the Step 3 decision. The Union and the County shall then select a third disinterested
5 party to serve as an arbitrator. In the event that the parties are unable to agree upon an arbitrator,
6 then the arbitrator shall be selected and shall arbitrate pursuant to the Voluntary Labor
7 Arbitration Rules of the American Arbitration Association. The arbitrator shall render a decision
8 within thirty (30) calendar days of the hearing date. The decision of the arbitrator shall be final
9 and binding upon both parties.

10 **Section 5.** The arbitrator shall have no power to change, alter, detract from, or add to the
11 provisions of this Agreement, but shall have the power only to apply and interpret the provisions
12 of this Agreement in reaching a decision on the grievance.

13 **Section 6.** No matter may be arbitrated which the County, by law, has no authority over
14 or has no authority to change.

15 **Section 7.** There shall be no strikes, cessation of work or lockout during such
16 conferences or arbitration.

17 **Section 8.** Each party to an arbitration proceeding shall bear the full costs of its
18 representatives and witnesses. The arbitrator's fees and expenses and any court reporter's fee and
19 expenses agreed to by the Union and the County shall be borne equally by both parties.

20 **Section 9.** Time limits set forth in this Article may be extended by mutual agreement.

21 **Section 10.** Selection of this grievance procedure for the resolution of a dispute shall
22 preclude the use of any other procedure in resolving the matter at issue.

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ARTICLE 18: BULLETIN BOARDS

The County agrees to permit the Union to post on County bulletin boards announcement of meetings, election of officers, and any other Union material, providing there is sufficient space, beyond what is required by the County for "normal" operations.

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ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY

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

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ARTICLE 20: SAVINGS CLAUSE

Section 1. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

Section 2. The County and the Union and the employees covered by this Agreement are governed by applicable County ordinances, and said ordinances are paramount except where they conflict with a provision of this Agreement.

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2 **ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION**

3 *Section 1.* The County and the Union agree that the public interest requires efficient and
4 uninterrupted performance of all County services and to this end pledge their best efforts to avoid
5 or eliminate any conduct contrary to this objective. Specifically, the signatory organization shall
6 not cause or condone any work stoppage, including any strike slowdown, or refusal to perform
7 any customarily assigned duties, sick leave absence which is not bonafide, or other interference
8 with County functions by employees under this Agreement, and should same occur, the Union
9 agrees to take appropriate steps to end such interference. Any concerted action by any employees
10 in the Union shall be deemed a work stoppage if any of the above activities have occurred.

11 *Section 2.* Any employee participation in such work stoppage or in other ways committing
12 an act prohibited in this article shall be considered absent without authorized leave and shall be
13 considered to have resigned.

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ARTICLE 22: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of this exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each 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.

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2 **ARTICLE 23: REDUCTION IN FORCE**

3 *Section 1: Notice to Union.* The County will notify the Union in writing at least 30 days
4 in advance of any anticipated layoff. The notice will include the name of the division(s),
5 classification(s), and employee(s) identified for layoff. For purposes of this Article, the
6 Department of Development and Environmental Services will be considered a division.

7 *Section 2: Qualification.* The County will determine who meets the minimum
8 qualifications to perform the work of a specific position within a classification.

9 *Section 3: Seniority.* Seniority shall be defined as the total service with King County in
10 the bargaining unit. Seniority accrual will be interrupted for all time not in a pay status. An
11 employee who leaves County employment for more than two (2) years will lose all accrued
12 seniority. An employee who has been laid off will be credited for prior service if recalled as
13 provided under this Article. An employee who has not completed his/her probationary period in
14 a bargaining unit classification will be included on the seniority list in the last bargaining unit
15 classification in which he/she previously held regular status, if any. In the event of two (2)
16 employees having the same seniority, the County will consider ability and skill to be the
17 determining factor on retention.

18 *Section 4: Placement in a Vacancy.* The County will attempt to place an employee
19 scheduled for layoff in an available vacant bargaining unit position within his/her division and
20 classification if he/she is qualified. If there is more than one available vacant position which the
21 employee is qualified for, the County will consider the employee's preference before making the
22 placement. If the employee can not be placed as described above, the County will attempt to
23 place the employee in any available vacant bargaining unit position for which the employee is
24 qualified. The employee may decline a placement into a different classification or division and
25 elect to bump as described under Section 5.

26 *Section 5: Bumping.* An employee who is not placed, as provided under Section 4, may
27 elect to bump an employee with less seniority as provided within this Section. Bumping shall
28 not result in a promotion. An employee will have five work days from the time of written
notification of layoff to notify the County of his/her intent to exercise his/her bumping rights.
The employee's written notice must include the classification(s) within his/her classification

1 series, listed by preference, in which he/she proposes to bump. An employee will forfeit his/her
2 bumping rights if his/her written notice is not submitted within five days or the County has not
3 accepted a late filing of the notice. The County will, if it determines that there are warranting
4 circumstances, accept a late filed notice from an employee.

5 **Section 5.A:** If an employee's adjusted hire date is before January 1, 1986, as provided
6 under Section 3, he/she may bump a less senior bargaining unit employee in the same division
7 and classification for which he/she is qualified. If the employee is unable to bump within the
8 division, he/she may bump a less senior bargaining unit employee in his/her classification for
9 which the employee is qualified. If the employee is unable to bump into his/her classification as
10 described above, he/she may bump a less senior bargaining unit employee in his/her same
11 classification series in the same division for which he/she is qualified. If the employee is unable
12 to bump within the division, he/she may bump a less senior bargaining unit employee in his/her
13 classification series for which he/she is qualified. An employee who can not bump is considered
displaced and may only bump as provided under Section 5.C or be laid-off.

14 **Section 5.B:** If an employee's adjusted hire date is on or after 1/1/86, he/she may bump a
15 less senior bargaining unit employee in the same division and classification for which he/she is
16 qualified. An employee who can not bump is considered displaced and may only bump as
17 provided under Section 5.C or be laid off.

18 **Section 5.C:** An employee who is displaced, as provided under Section 5.A or 5.B, may
19 select any one of the following alternatives or be laid-off.

- 20 1. Bump within the same division into a lower paying classification in his/her same
21 classification series for which he/she is qualified.
- 22 2. Bump within the same division into a lower paying classification he/she has previously
23 occupied for which he/she is qualified.
- 24 3. Bump within the same division into a lateral classification (one that has the same rate of
25 pay) which he/she is qualified and has previously served a probationary period or had probation
26 waived by the County.
- 27 4. Bump a temporary employee in his/her classification or classification series in the
28 bargaining unit for which he/she is qualified. The employee would then be considered a

1 temporary employee and credited for prior service for determining accrual and benefits
2 eligibility.

3 5. Bump a contract worker who is performing bargaining unit work in his/her classification
4 or classification series for which he/she is qualified and if approved by the County. The
5 employee would then be considered a temporary employee and credited for prior service for
6 determining accrual and benefits eligibility.

7 **Section 6: Recall.** An employee who is laid off will have recall rights to his/her previous
8 classification for two years from the date of layoff. An employee retains his/her recall rights
9 even if he/she accepts another classification or temporary position with the County. Recall will
10 be by seniority where the most senior employee in the classification will be recalled first. An
11 employee who is laid off shall have one opportunity to refuse a recall in his/her classification,
12 except if the employee is recalled to his/her previous position, in which case a first refusal will
13 terminate the employee's recall rights.

14 **Section 6.A: Temporary Work.** The County will use bargaining unit employees who are
15 on the recall list to perform temporary bargaining unit work in his/her classification before
16 employing a temporary employee provided the employee is qualified to do the work. An
17 employee on the recall list who is offered the work may decline the temporary work without
18 jeopardizing his/her recall rights under this section.

19 **Section 6.B: Notice of Recall.** An employee will have 10 calendar days from the date
20 the notice of recall is sent by certified mail in which to notify the County of whether he/she will
21 accept the position. The County will consider the employee's failure to notify the County within
22 10 calendar days as a refusal. The County will, if it determines that there are warranting
23 circumstances, accept a late filed notice from an employee. Notices will be in writing. It is the
24 employee's responsibility to keep the County informed of his/her current address.

25 **Section 7: Reinstatement.** An employee recalled within two years from the time of
26 layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the
27 period of layoff, and vacation leave accrual rate restored.

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2 **ARTICLE 24: WORK OUTSIDE OF CLASSIFICATION**

3 *Section 1.* It is understood by the parties that an employee must be assigned in writing,
4 with a copy to the Union, by the Division Manager or his/her designee to perform on a temporary
5 basis, not to exceed forty-five (45) continuous days of work, the preponderance of the duties of a
6 higher classification.

7 *Section 2.* During the forty-five (45) continuous days of work or any extension thereof,
8 employees performing at the higher classification shall be placed at the next higher step in the
9 new classification as would constitute a minimum of 4.5% over the salary received prior to the
10 assignment, not to exceed the top rate of the higher classification, except as provided below.

11 *Section 3.* In cases where a departmental emergency exists, the County may assign an
12 employee to work in a higher classification within the bargaining unit, for a period not to exceed
13 three (3) consecutive days and under such emergency shall not be required to pay the rate of the
14 higher classification. Such assignment shall not be made to circumvent the intent of Section 1
15 above, and the County shall make every effort to resolve such emergency condition as quickly as
16 possible.

17 *Section 4.* Any request for extension beyond forty-five (45) days shall be submitted to
18 the Director, Office of Human Resource Management, with a copy of the request and approval
19 provided to the Union.

20 *Section 5.* Employees in a training capacity may be assigned work normally performed
21 by a higher classification, except that they will not be assigned the duties of a higher
22 classification to circumvent the intent of Section 1.

23 An employee assigned to a training position shall be under the supervision and guidance
24 of his/her immediate supervisor, and shall not remain in the training position for more than ten
25 (10) consecutive, normal working days.

26 *Section 6.* It is understood by the parties that every incidental duty connected with
27 operations enumerated in job descriptions is not always specifically described.

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2 **ARTICLE 25: RECLASSIFICATION**

3 *Section 1.* It is understood by the parties that every incidental task connected with duties
4 enumerated in job descriptions is not always specifically described.

5 *Section 2.* If the duties and responsibilities assigned to a position change to the extent
6 that they no longer represent the preponderance of tasks enumerated in the class specification a
7 reclassification of the position may be initiated by the employee, Department Director, or
8 designee, or Director, Office of Human Resource Management, through a Position Audit
9 Request. Any resultant reclassification shall be made effective on the first day of the pay period
10 following the date the request was signed by the Division Manager. Failure on the part of the
11 Office of Human Resource management to process the PDQ within one hundred twenty (120)
12 days, or to secure an extension, will automatically move the matter to Section 5 of this article for
13 resolution.

14 *Section 3.* If a reclassification of a position is deemed appropriate by the Office of
15 Human Resource Management, an employee assigned to the position shall be entitled to continue
16 performing in the position until such time as the reclassification action is complete. An
17 employee who has been performing the duties of a reclassified position for over six months shall
18 not be required to take a qualifying examination and shall not be subject to the probationary
19 period upon receiving a permanent promotion as a result of a reclassification.

20 *Section 4.* Employees reclassified to a higher classification shall be placed at the next
21 higher step in the new classification as would constitute a minimum of 4.5% over the salary
22 received prior to the reclassification, not to exceed the top rate of the higher classification. The
23 County agrees to meet with the Union to determine the appropriate wage rate for any new
24 classification which falls within the bargaining unit.

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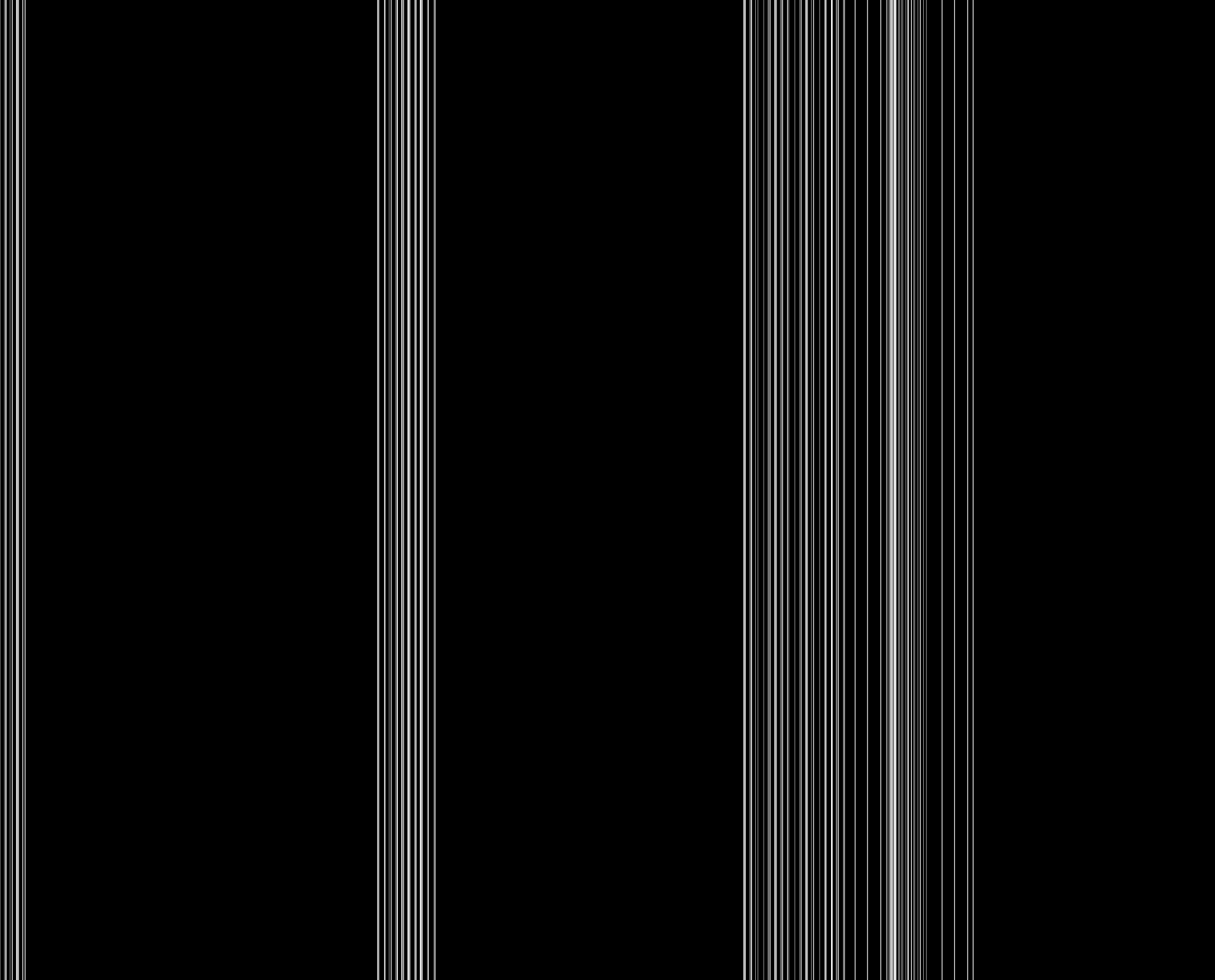
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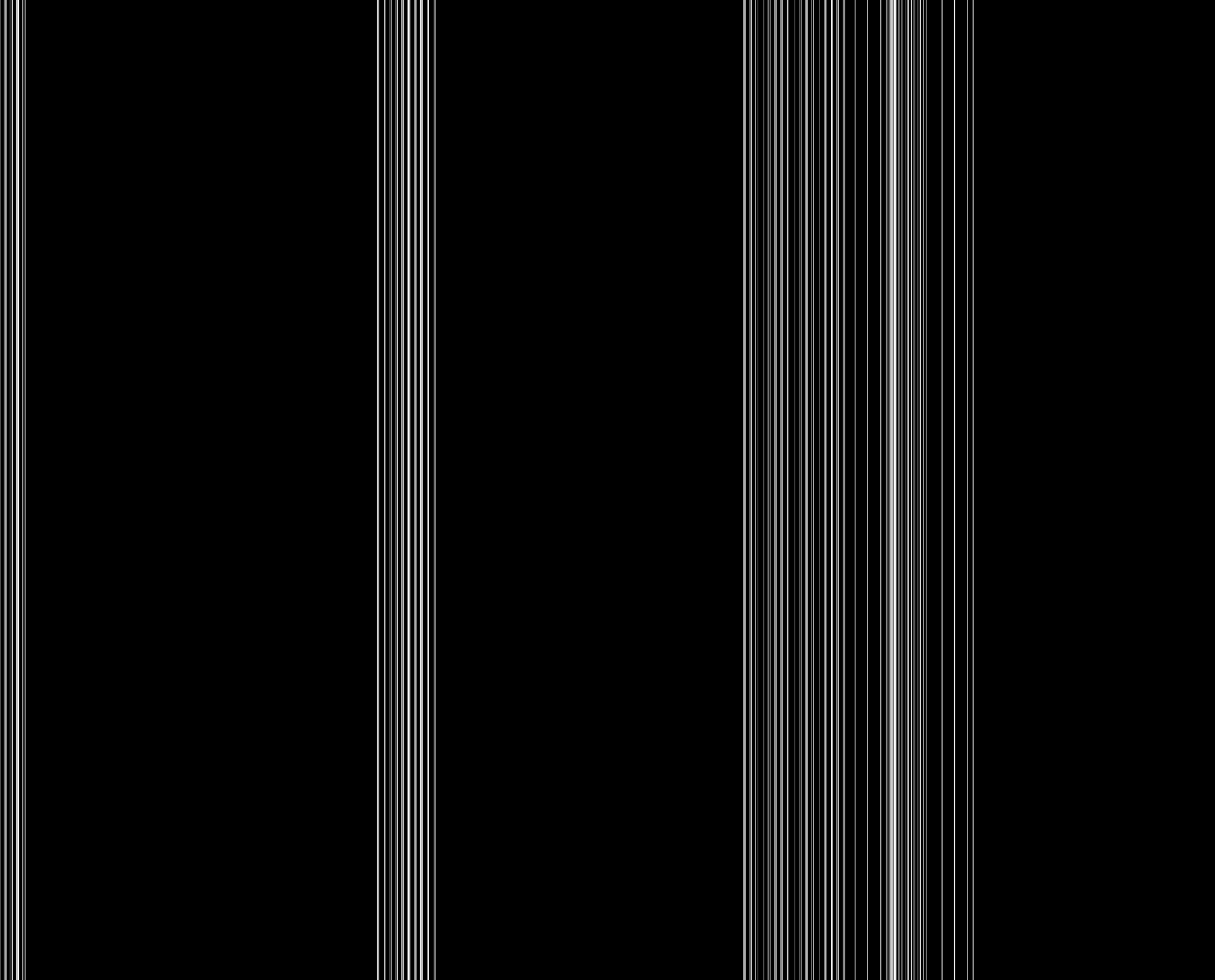
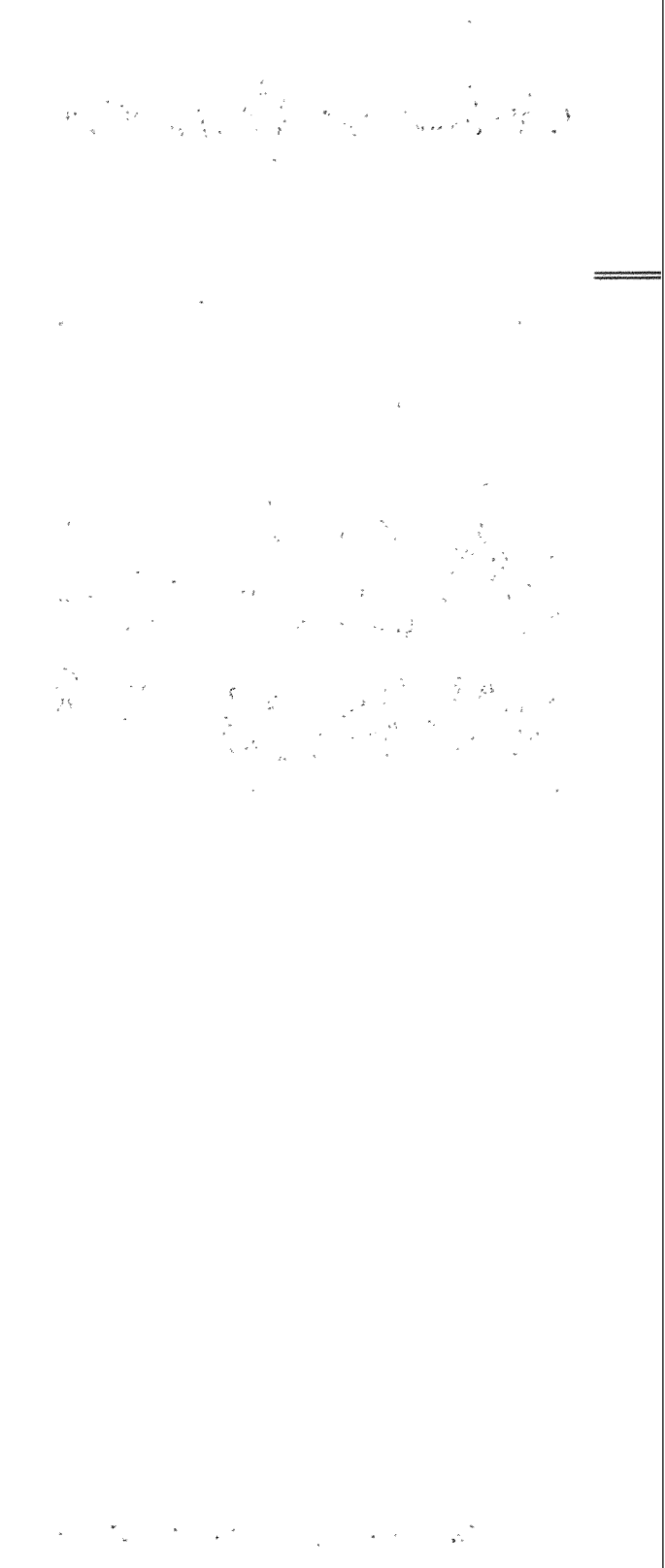
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ARTICLE 28: CONTRACTING OF WORK

Section 1. The County agrees not to contract out work typically performed by currently employed members of the bargaining unit if the contracting of such work jeopardizes, eliminates, or reduces the normal workload of the bargaining unit.

Section 2. If in order to secure funding for a specific project, the County is required to contract all or part of the work to be performed due to limitations imposed by the funding agreement, said contracting shall not be considered a violation of this Article. The County agrees to provide the Union, upon request, with documentation to support any contracting of work under the terms of this section.

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2 **ARTICLE 29: UNION REPRESENTATION**

3 **Section 1.** Authorized representatives of the Union may, after notifying the County
4 official in charge, visit the work location of employees covered by this Agreement at any
5 reasonable time for the purpose of investigating grievances.

6 **Section 2.** The Business Manager and/or Representative shall have the right to appoint a
7 steward at any location where members are employed under the terms of this Agreement. The
8 department shall be furnished with the names of stewards so appointed. The steward shall see
9 that the provisions of this Agreement are observed, and he/she shall be allowed reasonable time
10 to perform these duties during regular working hours.

11 **Section 3.** Union stewards or other County employees representing union interests during
12 contract negotiations are authorized to meet with County management during the working hours
13 without loss of pay, but shall not be eligible for overtime for such activities. The Union will
14 limit its representation to no more than three (3) County employees during negotiations held on
15 County time, except where through mutual agreement it is deemed to be in the best interests of
16 the parties to exceed such limit.

17 **Section 4.** Where allowable, the County shall make available to the Union any meeting
18 space, rooms, etc., for the purpose of conducting Union business, where such activities would not
19 interfere with the normal work of the department, provided however, the Union may not hold
20 mass meetings in such facilities.

21 **Section 5.** An employee elected or appointed to office in the Union which requires a part
22 of all of their time shall be given leave of absence up to one (1) year without pay upon
23 application.

24 **Section 6.** Written policies, rules, or directives affecting the terms and conditions of this
25 Agreement shall be provided to the Union upon request.
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2 **ARTICLE 31: TEMPORARY EMPLOYEES**

3 *Section 1.* Temporary employees shall be defined as those employees in other than a
4 regular full-time or regular part-time capacity.

5 *Section 2.* No temporary employee will be kept on the payroll past 1040 hours without
6 the written approval of the Director, Office of Human Resource Management. A copy of such
7 approval shall be provided to the Union.

8 *Section 3.* The county agrees that it will not use temporary employees to supplant regular
9 positions.

10 *Section 4.* All temporary employees will be paid at the first step of the appropriate
11 classification pay scale. Any exception must be approved by the Director, Office of Human
12 Resource Management with notice to the Union.

13 *Section 5.* If a temporary employee is maintained on the payroll past 1040 hours in a 12-
14 month period, they shall receive either compensation in lieu of sick leave, vacation and holidays
15 for all hours worked retroactive to when they started, or pro-rated paid sick leave, vacation and
16 holidays. The Union, upon request, shall be provided notification of the option chosen. After
17 1559 hours (nine months) within a 12-month period, temporary employees shall be eligible and
18 receive medical, dental, life and vision coverage.

19 *Section 6.* Individuals offered temporary full-time employment shall meet the same pre-
20 employment standards as applicants for regular permanent employment. A copy of the standards
21 used shall be provided, upon request, to the Union.

22 *Section 7.* If the temporary employee is kept on the payroll beyond 1559 hours and
23 subsequently receives permanent employment in the same classification, the probationary period
24 may be waived by the Director, Office of Human Resource Management.

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ARTICLE 32: DURATION

Section 1. This Agreement shall become effective January 1, 1995 and shall remain in effect through December 31, 1997.

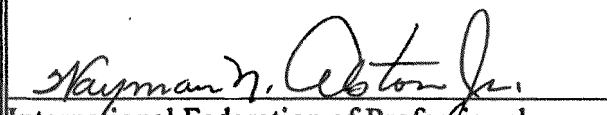
Section 2. Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty (30) days prior to August 1, 1997.

Section 3. In the event that negotiations for a new Agreement extend beyond the anniversary date of this Agreement, the terms of this Agreement shall remain in full force and effect until a new Agreement is consummated or unless either party serves the other party with ten (10) days notice of intent to terminate the existing Agreement.

APPROVED this 31st day of July, 1995.


KING COUNTY EXECUTIVE

SIGNATORY ORGANIZATION:


International Federation of Professional and Technical Engineers, Local 17, AFL-CIO

040:final95

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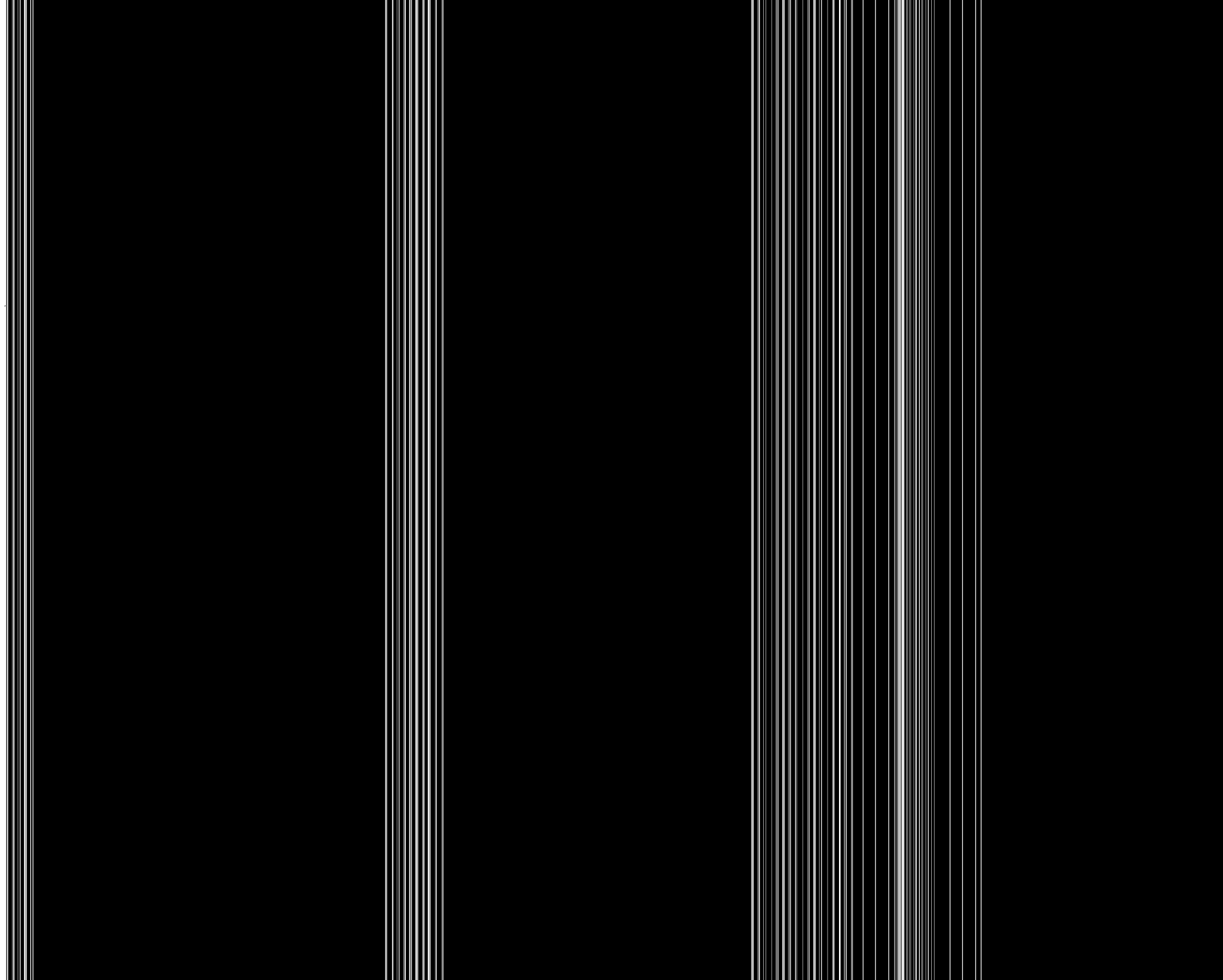
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MEMORANDUM OF UNDERSTANDING

BETWEEN

INTERNATIONAL FEDERATION OF

PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17

AND

KING COUNTY

Re: Payroll System

The parties agree to meet to discuss any changes to the payroll system that occur during the term of the Agreement should such change(s) affect the bargaining unit.

For King County:

Robert B. Smith

5/18/95

Date

For IFPTE, Local 17:

Raymond J. Astor Jr.

18 May 95

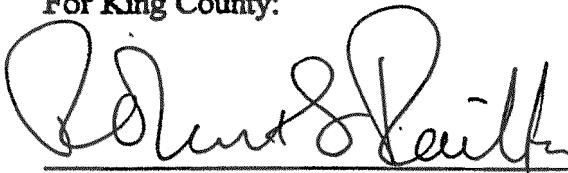
Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17
AND
KING COUNTY

Re: Compensation and Classification Project

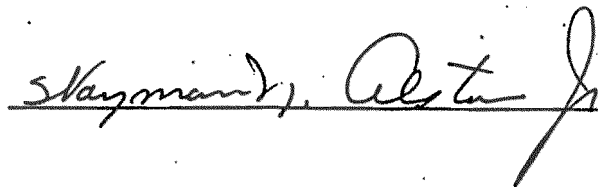
Prior to the implementation of the above referenced project, either party may request to reopen the article(s) under the Agreement that are affected by the project.

For King County:



5/18/95
Date

For IFPTE, Local 17:



18 MAY 95
Date

Memorandum of Understanding

Between

King County

and

The International Federation of Professional and Technical Engineers, Local 17

Subject: Labor Management Committee(s)

As a continuation of these negotiations the parties agree to meet to establish a Joint Labor Management Committee or a process for holding Labor Management meetings mutually deemed necessary.

Such committee or process shall be established within ninety (90) days of the ratification of this Agreement.

Dated this 18 day of May, 1995

For the Union

Waymond, C. Stolp
Tom Kearney
Quinn W. [unclear]
Ed [unclear]
[unclear]

For the Employer

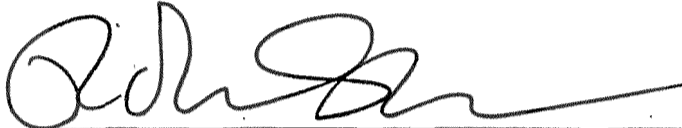
Robert S. [unclear]

MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17
AND
KING COUNTY

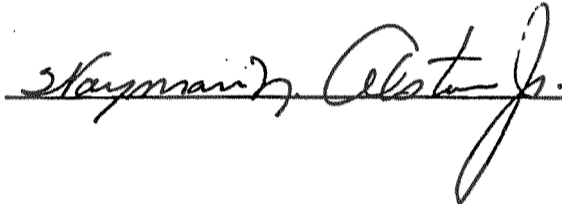
Re: Definition of Immediate Family

The parties agree to meet and negotiate any changes to the definition of an "Immediate Family" in the event that the Metropolitan King County Council adopts an Ordinance changing the definition during the term of the labor agreement.

For King County:


Date 3/28/95

For International Federation of Professional and Technical
Engineers, Local 17:


Date 21 MAR 95

MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17
AND
KING COUNTY

Re: Vehicle Plan - Runzheimer

The parties agree to the Runzheimer vehicle plan which is attached hereto.

For King County:

William S. Keithe

5/18/95

Date

For IFPTE, Local 17:

Raymond W. Alstoft Jr.

18 MAY 95

Date

11932

Runzheimer Plan for DDES and DPW Local #17 Employees

- 1.0** Employee Provided Vehicles - With the mutual consent of the employer and the employee, employees may convert to the use of personally owned vehicles in the performance of their duties. Employees proposing to make such a conversion may make a request to the Department Director or his/her designee in writing. The Director (or designee) will make a decision on the employee proposal and provide a written response. All decisions are final. Reversion to the use of County owned vehicles may be made only upon approval of the Department Director and only during the period specified by the Director. Employees with assigned vehicles on the date of the signing of this agreement may remain with such assignments subject to the terms and conditions of Departmental policies as revised.
- 1.0.1** An employee who has converted to the Runzheimer plan may revert to an assigned vehicle provided the individual qualifies for an assigned vehicle. Individuals proposing to revert to an assigned vehicle must provide a written notice during the month of May of each year. The employer will provide a written response to the employee indicating the month in which an assigned vehicle will be provided. In no case shall an assigned vehicle be provided later than the following February 28th.
- 1.1** Parking - Employees who use their personal automobile in the performance of their duties shall be provided free parking during assigned working hours at the Employer's facilities. However, parking shall not be provided to any employee who has been provided with reasonable advance notice that such employee shall not be required to use his automobile in the performance of duties on a particular work day.
- 1.1.1** The parking provided shall be on a space available and weather and surface conditions permitting basis in the Employer designated parking facilities.
- 1.1.2** The Employer shall also pay all reasonable and Employer approved fees up to a maximum of five dollars (\$5.00) per day for parking expenses incurred by employees using their personal automobiles in the performance of their duties in areas distant from Department facilities.
- 1.1.3** If the Employer is unable to provide free parking at its facilities, employees shall be paid the average daily rate prevalent in the commercial parking lots surrounding the area of assignment on the day of the assignment.
- 1.2** Mileage Allowance - Effective January 1, 1995, employees who have been assigned by the Department to use their personal vehicles in the performance of their duties shall be paid an automobile expense allowance by the Employer on the following basis predicated on the basis of a five (5) day workweek schedule:
- a. A minimum fixed amount equal to two hundred seventy-eight dollars and eighty-four cents (\$278.84) per month [1994 rates - will be updated for 1995] for each month in which the employee is assigned by the Department to use his personal vehicle in the performance of his work;

- b. An additional variable amount equal to ten and six-tenths cents (\$0.106) per each mile driven by the employee in the performance of his work; and

- 1.2.1 Employees who are required to provide a personal vehicle for use in the service of the Employer and who are assigned to temporary or permanent office duty not requiring the use of their vehicle, shall, upon receipt of a fourteen (14) calendar days notice from the Employer, receive a mileage severance payment equal to one (1) month's fixed amount for the first calendar month of such removal. The first day of removal from mileage shall always coincide with the first calendar day of a month.
- 1.2.2 Employees who voluntarily remove themselves from a position requiring the use of a vehicle shall not be eligible for the above severance payments. "Voluntarily remove" for the purposes of this Section shall mean vacation, leaves of absence, sick leave in excess of two (2) weeks and employee-initiated voluntary transfers to non-driving assignments. Employees removed due to sick leave shall be compensated on the following basis: Paid the full minimum fixed amount plus per mile compensation for the initial month of removal, the full minimum fixed amount plus per mile compensation for the second month of removal, the full minimum fixed amount plus per mile compensation for the third month of removal and no more payments until the employee returns to work. Employees removed for all other employee initiated reasons shall be compensated on the following basis:
- Paid the full minimum fixed amount plus per mile compensation for the first month of removal;
 - Paid the full minimum fixed amount plus per mile compensation for the second month of removal;
 - No more payments until employee returns to driving assignment;
 - Upon return to a driving assignment after the second full calendar month following voluntary removal from a driving assignment, the employee shall be paid a prorated percentage (total number of working days remaining in the month starting with the day of return to a driving assignment + the total number of working days in the subject month x the full minimum fixed amount) plus per mile compensation for the first month of return to a driving assignment.
- 1.2.3 The minimum monthly fixed amount of two hundred seventy-eight dollars and eighty-four cents (\$278.84) shall be adjusted January 1st of each year as advised by Runzheimer International, Inc.
- 1.2.4 The additional variable amount of ten and six-tenths cents (\$0.106) per mile shall be adjusted quarterly (January 1st, April 1st, July 1st and October 1st) as advised by Runzheimer International, Inc.
- 1.2.5 The depreciation allowance of one hundred forty-eight dollars (\$148.00) per one thousand (1,000) miles exceeding the average number of miles per year shall be adjusted annually as advised by Runzheimer International, Inc.
- 1.2.6 The expense associated with the subscription to the Runzheimer service shall be borne by the Employer.

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- 1.2.7 The standard vehicles used by Runzheimer International, Inc. to establish costs for compensation shall be the make and model of the successful low bid compact car and 4-wheel drive pickup truck established in King County's annual fleet replacement bids (1994 = Sedan; Plymouth Acclaim, 4-dr sedan, 2.5L 4 cyl; Pickup = Chevrolet S-10 4X4). If King County does not conduct a bid process for any year, the successful low bid compact car and pickup truck established in the State of Washington fleet replacement bids shall be used. Runzheimer International, Inc. shall be instructed to use the "standard plan" assumptions in all non-specified factors.
- The amount of work related mileage recognized shall be the average number of miles driven in the service of the Employer by all employees covered under terms of this agreement who were assigned to use their vehicle twelve (12) months during the immediately previous calendar year. The retentional cycle specified shall be four (4) years/sixty thousand (60,000) miles. The percent of fixed cost shall be seventy-one and four tenths percent (71.4%) (five days per week).
- 1.2.8 New employees shall receive a prorated portion of the minimum fixed amount which equals the percentage of work days remaining in the month they are initially assigned to use their personal vehicle.
- 1.2.9 If the Employer agrees to changes in the workweek schedule of other than five days per week, the fixed cost monthly allotment shall be converted to the average percentage of the week an employee reports to work.
- 1.2.10 In any calendar month wherein the employee uses his or her automobile in the performance of his or her job related duties on fifty percent (50%) of the employee's normally scheduled days off, the percentage of the recognized fixed monthly cost to be paid to each such individual shall be adjusted to reflect the increase.
- 1.2.11 Employees whose employment has been terminated for any reason whether voluntary or involuntary shall receive a prorated portion of the minimum fixed amount which equals the percentage of work days said employees were employed in their last month of employment. No further payments shall be made which relate to days or months occurring after the employee's last day of physical presence at work.
- 1.2.12 Assignment of pool vehicles and/or use of personal vehicles on County business shall be at the sole discretion of management. Employees ineligible for assigned vehicles shall not normally be eligible for the Runzheimer plan.
- 1.3 Inoperative Vehicles - In the event an employee's vehicle becomes inoperative during the performance of his duties, the individual may report back to the office that day and perform office assignments as assigned or take vacation for the remainder of the day.
- 1.3.1 The Employer shall reimburse to the employee expenses associated with towing when such towing is the result of road conditions. The Employer shall not reimburse towing expenses when such towing is the result of negligent operation of the employee's vehicle, or mechanical failure of same.

- 1.3.2 Employees claiming towing expenses shall submit a receipt for the towing expense which clearly displays the date of subject tow, and a brief written description of the circumstances which led to the need for towing. The decision to reimburse an employee for towing expenses shall be at the sole discretion of management.
- 1.4 Monthly reimbursement under the Runzheimer plan, shall be made monthly in conformance with Internal Revenue Service (IRS) regulations. That amount which is equal to the IRS business expense per mile amount, will not be exposed to taxation. That amount which exceeds the business expenses per mile amount (currently \$0.29) will be exposed to taxation.
- 1.5 Employees will not be compensated for expenses associated with commuting to work. End of the day travel expenses will be computed as follows: The employer will compensate the employee for mileage expenses to the employee's residence or to the employee's office of assignment, whichever is less.

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