

December 11, 1998

04000198

Clerk 12/11/98, 12/18/98

Introduced By:

Kent Pullen

Proposed No.:

98-744

ORDINANCE NO. **13385**

AN ORDINANCE approving and adopting the Collective Bargaining Agreement and seven Memoranda of Understanding negotiated by and between King County and International Federation of Professional and Technical Employees, Local 17 (Union Code 0017A), representing employees in the departments of transportation, natural resources, development and environmental services and construction a facilities management and establishing the effective date of said agreements, and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the International Federation of Professional and Technical Employees, Local 17 (Union Code 0017A), representing employees in the departments of transportation, natural resources, development and environmental services and construction and facilities management, and attached hereto is hereby approved and adopted by this reference made a part hereof.

SECTION 2. The seven Memoranda of Understanding negotiated between King County and International Federation of Professional and Technical Employees, Local 17 (Union Code 0017A), and attached hereto are hereby approved and adopted by this reference and made a part hereof. These Memoranda of Understanding relate to:

- A. Contract Reopener;
- B. Classification/Compensation Project;

13385

- 1 C. Labor Management Committee;
- 2 D. Family and Medical Leave Act;
- 3 E. Definition of Division under Article 23: Reduction in Force;
- 4 F. Payroll Changes; and
- 5 G. Vehicle Plan – Runzheimer

6 SECTION 3. Terms and conditions of said agreements shall be effective from
7 January 1, 1998, through and including December 31, 2000.

1 SECTION 4. The county council finds as a fact and declares that an emergency
2 exists and that this ordinance is necessary for the immediate preservation of public peace,
3 health or safety or for the support of county government and its existing public institutions.

4 INTRODUCED AND READ for the first time this 14th day of December, 1998.

5 PASSED by a vote of 13 to 0 this 18th day of December,

6 19 98.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 Louise Miller
10 Chair

11 ATTEST:

12 Zimmerman

13 Clerk of the Council

14 APPROVED this 21 day of December, 1998.

15 Rob Anderson
16 King County Executive

17 Attachments: Collective Bargaining Agreement,
18 Addendum A
19 Seven Memorandum of Understanding

AGREEMENT BETWEEN

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL

ENGINEERS, LOCAL 17

AND

KING COUNTY

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1 AGREEMENT BETWEEN
2 INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
3 ENGINEERS, LOCAL 17
4 AND
5 KING COUNTY
6

7 These Articles constitute an agreement, the terms of which have been negotiated in good faith,
8 between King County (County) and the International Federation of Professional and Technical
9 Engineers, Local 17 (Union). This Agreement shall be subject to approval by Ordinance by the
10 Metropolitan County Council (Council) of King County, Washington.

11 **ARTICLE 1: PURPOSE**

12 The intent and purpose of this Agreement is to promote the continued improvement of the
13 relationship between the County and its employees and to set forth the wages, hours and other
14 working conditions of such employees.
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ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP

Section 1. The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, provisional, temporary and term-limited temporary employees whose job classifications are listed in the attached Addendum "A". In recognizing the Union as the exclusive bargaining representative, the County agrees that it will not effect any change in the mandatory subjects of bargaining including but not limited to working conditions, wages, or fringe benefits except by mutual agreement with the Union or in accordance with this Agreement.

Section 2. It shall 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 shall remain members in good standing or pay an agency fee to the Union in lieu of membership, and those who are not members of the Union on the effective date of this Agreement, shall become and remain members in good standing or pay an agency fee to the Union in lieu of membership. It shall 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 shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing or pay an agency fee to the Union in lieu of membership.

Section 3. An employee who objects to membership in the union on the grounds of a bona fide religious objection shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charitable organization mutually agreed upon by the employee affected and the Union to which such employee would otherwise pay the dues and initiation fee. The employee shall furnish written proof that such payment has been made.

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

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

1 **Section 6.** Upon receipt of written authorization individually signed by an employee, the
2 County shall have deducted from the pay of such employee the amount of dues as certified by the
3 secretary of the Union and shall transmit the same to the treasurer of the Union.

4 **Section 7.** The Union will indemnify and hold the County harmless against any claims made
5 and against any suit instituted against the County on account of any check-off of dues for the Union.
6 The Union agrees to refund to the County any amounts paid to it in error on account of the check-off
7 provision upon presentation of proper evidence thereof.

8 **Section 8.** The County will transmit to the Union, twice a year, upon written request, a
9 current listing of all employees in the bargaining units. Such list shall indicate the name of the
10 employee, position status, job classification, department and/or unit.

11 **Section 9.** The County will require all new employees, hired in a position in the bargaining
12 unit, to sign a form (in triplicate) which will inform them of the Union's exclusive recognition. One
13 copy of the form to be retained by the County, one by the employee and the original sent to the
14 Union.

15 **Section 10.** The County will not aid, promote or finance any labor group or organization
16 purporting to engage in collective bargaining or make any agreement with any such group or
17 organization which could violate any rights of the Union under this contract.

1 ARTICLE 3: RIGHTS OF MANAGEMENT

2 *Section 1.* The management of the County and the direction of the work force is vested
3 exclusively in the County subject to the terms of this Agreement. All matters not specifically and
4 expressly covered or referenced by the language of this Agreement may be administered for its
5 duration by the County in accordance with such policy or procedures as from time to time may be
6 determined.

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ARTICLE 4: HOLIDAYS

Section 1. Full time regular, probationary, provisional and term-limited temporary employees shall be granted the following holidays with pay:

| | |
|----------------------------|-----------------------------|
| 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 | |

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

Section 2. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Section 3. Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.

Section 4. Work performed on holidays shall be paid at one and one-half times the regular rate in addition to regular holiday pay.

Section 5. Employees eligible for holiday pay will earn a personal holiday on October 1st and on November 1st each year. Personal holidays will be available for use when earned. Personal holidays will be administered in the same manner as vacation leave. The Personal holidays will be reflected as vacation on the November 20th paycheck.

Section 6. Holiday pay for part-time regular, probationary, provisional and term-limited

1 temporary employees will be established based upon the ratio of hours actually worked (less
2 overtime) to a standard workday.

3 *Section 7.* An employee must be in pay status on the regular scheduled workday prior and
4 following a holiday to be eligible for the holiday pay.

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1 **ARTICLE 5: VACATIONS**

2 **Section 1.** Regular, probationary, provisional and term-limited temporary employees
 3 (Employees) shall be eligible to accrue vacation leave benefits for each hour in pay status
 4 exclusive of overtime as described in the following table except in those instances expressly
 5 provided for in other sections of this Article:

| Full Years of Service | Hourly Accrual Rate | Equivalent Annual Leave in Days (for illustration) |
|--------------------------------------|---------------------------|--|
| Upon hire through end of Year 5 | 0.04616 | 12 |
| Upon beginning of Year 6 | 0.05770 | 15 |
| Upon beginning of Year 9 | 0.06154 | 16 |
| Upon beginning of Year 11 | 0.07693 | 20 |
| Upon beginning of Year 17 | 0.08077 | 21 |
| Upon beginning of Year 18 | 0.08462 | 22 |
| Upon beginning of Year 19 | 0.08847 | 23 |
| Upon beginning of Year 20 | 0.09231 | 24 |
| Upon beginning of Year 21 | 0.09616 | 25 |
| Upon beginning of Year 22 | 0.10000 | 26 |
| Upon beginning of Year 23 | 0.10385 | 27 |
| Upon beginning of Year 24 | 0.10770 | 28 |
| Upon beginning of Year 25 | 0.11154 | 29 |
| Upon beginning of Year 26 and beyond | 0.11539 | 30 |

23
 24 **Section 2.** Regular employees who were employed on or before December 1, 1995, and have
 25 by that date completed at least three but less than five years of service, shall accrue at the .0577 rate
 26 effective January 1, 1996. Said employees who were employed on or before December 31, 1995 and
 27 subsequent to that date complete three full years of service shall begin to accrue at the .0577 rate
 28 effective on the first day of their fourth full year of service. Beginning on the first day of their

1 sixth full year of service, all such employees shall accrue vacation leave as set forth in
2 Section 1.

3 **Section 3.** Employees shall accrue vacation leave from their date of hire into a leave eligible
4 position.

5 **Section 4.** Employees shall not be eligible to take or be paid for vacation leave until they
6 have successfully completed their first six months of County service in a leave eligible position.
7 Employees leaving County employment prior to successfully completing their first six months of
8 County service in a leave eligible position shall forfeit and not be paid for accrued vacation leave.
9 Employees shall be paid for accrued vacation leave to their date of separation up to the maximum
10 accrual amount if they have successfully completed their first six months of County service in a leave
11 eligible position. Payment shall be the accrued vacation leave multiplied by the Employee's rate of
12 pay in effect upon the date of leaving County employment less mandatory withholdings.

13 **Section 5.** The division manager shall be responsible for establishing a vacation schedule in
14 such a manner as to achieve the most efficient functioning of the division.

15 **Section 6.** Full-time Employees may accrue up to sixty days vacation. Part-time
16 Employees may accrue vacation leave up to sixty days prorated to reflect their normally
17 scheduled workweek. Employees shall use vacation leave beyond the maximum accrual
18 amount prior to December 31 of each year. Failure to use vacation leave beyond the
19 maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum
20 amount unless the division manager/designee has approved a carryover of such vacation leave
21 because of cyclical workloads, work assignments or other reasons as may be in the best
22 interests of the County.

23 **Section 7.** Employees shall not use or be paid for vacation leave until it has accrued
24 and such use or payment is consistent with the provisions of this Article.

25 **Section 8.** No Employee shall work for compensation for the County in any capacity
26 during the time that the Employee is on vacation leave.

27 **Section 9.** Employees may use vacation in one-half hour increments, at the discretion
28 of the division manager/designee.

1 **Section 10.** In cases of separation from County employment by death of an Employee
2 with accrued vacation leave and who has successfully completed his/her first six months of
3 County service in a leave eligible position, payment of unused vacation leave up to the
4 maximum accrual amount shall be made to the Employee's estate, or, in applicable cases, as
5 provided for by state law, RCW Title 11.

6 **Section 11.** If an Employee resigns from County employment or is laid off and
7 subsequently returns to County employment within two years from such resignation or lay off,
8 as applicable, the employee's prior County service shall be counted in determining the
9 vacation leave accrual rate under Section 1.

10 **Section 12. Donation of Vacation Leave Hours.**

11 A. An Employee may donate a portion of his/her accrued vacation leave to
12 another Employee who is eligible for paid leave or such donation will occur upon written
13 request to and approval of the donating and receiving Employees' division
14 manager(s)/designee(s), except that requests for vacation donation made for the purposes of
15 supplementing the sick leave benefits of the receiving Employee shall not be denied unless
16 approval would result in a departmental hardship for the receiving department.

17 B. The number of hours donated shall not exceed the donor's accrued vacation
18 credit as of the date of the request. No donation of vacation hours shall be permitted where it
19 would cause the Employee receiving the transfer to exceed his or her maximum vacation
20 accrual.

21 C. Donated vacation leave hours must be used within ninety calendar days
22 following the date of donation. Donated hours not used within ninety days or due to the death
23 of the receiving Employee shall revert to the donor. Donated vacation leave hours shall be
24 excluded from vacation leave payoff provisions contained in this Article. For purposes of this
25 Section, the first hours used by an Employee shall be accrued vacation leave hours.

26 D. All donations of vacation leave made under this section are strictly
27 voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any
28 other compensation or benefits in exchange for donating leave hours.

1 E. All vacation hours donated shall be converted to a dollar value based on the
2 donor's straight time hourly rate at the time of donation. Such dollar value will then be
3 divided by the receiving Employee's hourly rate to determine the actual number of hours
4 received. Unused donated vacation shall be reconverted based on the donor's straight time
5 hourly rate at the time of reconversion.

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ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE

Section 1. Regular, probationary, provisional and term-limited temporary employees (Employees) shall accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime; except that sick leave shall not begin to accrue until the first of the month following the month in which the Employee commenced employment. The Employee is not entitled to sick leave if not previously earned.

Section 2. During the first six months of service in a leave eligible position, Employees may, at the division manager's/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

Section 3. Employees may use sick leave in one-half hour increments, at the discretion of the division manager.

Section 4. There shall be no limit to the hours of sick leave benefits accrued by an Employee.

Section 5. Division management is responsible for the proper administration of the sick leave benefit. Verification of illness from a licensed practitioner may be required for any requested sick leave absence.

Section 6. Separation from or termination of County employment except by reason of retirement or layoff, shall cancel all sick leave accrued to the Employee as of the date of separation or termination. Should the Employee resign or be laid off and return to County employment within two years, accrued sick leave shall be restored.

Section 7. Employees who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid or as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent of their unused, accumulated sick leave multiplied by the Employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

Section 8. Accrued sick leave may only 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

1 in a total amount greater than the net regular pay of the Employee;

2 B. The Employee's incapacitating injury, provided that:

3 1. An Employee injured on the job may not simultaneously collect sick leave
4 and worker's compensation payments in a total amount greater than the net regular pay of the
5 Employee;

6 C. Exposure to contagious diseases and resulting quarantine.

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

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

11 F. To care for the Employee's child or the child of an Employee's domestic partner if
12 the following conditions are met:

13 1. The child is under the age of eighteen;

14 2. The Employee is the natural parent, stepparent, adoptive parent, legal
15 guardian or other person having legal custody and control of the child;

16 3. The Employee's child or the child of an Employee's domestic partner has a
17 health condition requiring the Employee's personal supervision during the hours of his/her absence
18 from work;

19 4. The Employee actually attends to the child during the absence from work.

20 G. Employees shall be entitled to use sick leave in the maximum amount of three
21 days for each instance where such Employee is required to care for immediate family members who
22 are seriously ill. There shall be no limit on the use of sick leave to care for children under "F" of this
23 section.

24 H. Up to one day of sick leave may be used by an Employee for the purpose of being
25 present at the birth of his/her child.

26 **Section 9.** An Employee who has exhausted all of his/her sick leave may use accrued
27 vacation leave as sick leave before going on leave of absence without pay, if approved by his/her
28 division manager/designee.

1 **Section 10. Donation of Sick Leave Hours.**

2 A. An Employee may donate a portion of his/her accrued sick leave to an Employee
3 who is leave eligible upon written notice to the donating and receiving Employees' division
4 managers/designees.

5 B. No donation shall be permitted unless the donating Employee's sick leave accrual
6 balance immediately subsequent to the donation is one hundred hours or more. No Employee may
7 donate more than twenty-five hours of his or her accrued sick leave in a calendar year.

8 C. Donated sick leave hours must be used within ninety calendar days. Donated
9 hours not used within ninety days or due to the death of the receiving Employee shall revert to the
10 donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in
11 this Article, and sick leave restoration provisions contained in this Article. For purposes of this
12 section, the first hours used by an Employee shall be accrued sick leave hours.

13 D. All donations of sick leave are strictly voluntary. Employees are prohibited from
14 soliciting, offering or receiving monetary or any other compensation or benefits in exchange for
15 donating sick leave hours.

16 E. All sick leave hours donated shall be converted to a dollar value based on the
17 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by
18 the receiving Employee's hourly rate to determine the actual number of hours received. Unused sick
19 leave shall be reconverted based on the donor's straight time hourly rate at the time of reversion.

20 **Section 11. Leave - Organ Donors.**

21 A. The division manager/designee shall allow Employees eligible for paid leaves who
22 are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited
23 to, bone marrow transplants, kidney transplants, or blood transfusions to take five days paid leave
24 without having such leave charged to family leave, sick leave, vacation leave; provided that the
25 Employee shall:

26 1. Give the division manager/designee reasonable advance notice of the need
27 to take time off from work for the donation of bone marrow, a kidney, or other organs or tissue where
28 there is a reasonable expectation that the Employee's failure to donate may result in serious illness,

1 injury, pain or the eventual death of the identified recipient.

2 2. Provide written proof from an accredited medical institution, organization
3 or individual as to the need for the Employee to donate bone marrow, a kidney, or other organs or
4 tissue or to participate in any other medical procedure where the participation of the donor is unique
5 or critical to a successful outcome.

6 B. Time off from work for the purposes set out above in excess of five working days
7 shall be subject to existing leave provisions under this Agreement.

8 ***Section 12. Bereavement Leave.***

9 A. Employees eligible for paid leaves shall be entitled to three working days of
10 bereavement leave a year due to death of members of their immediate family.

11 B. Employees who have exhausted their bereavement leave shall be entitled to use
12 sick leave in the amount of three days for each instance when death occurs to a member of the
13 Employee's immediate family.

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

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

19 ***Section 13. Immediate Family.*** For the purposes of this Article, immediate family means:
20 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild
21 of the employee, the employee's spouse or the employee's domestic partner.

1 ARTICLE 7: WAGE RATES

2 *Section 1.* Effective January 1st wage rates in effect on December 31st of the previous year
3 shall be increased by ninety percent, CPI-W, U.S. All Cities based on September to September
4 figures of the prior year. The minimum COLA shall be two percent and the maximum shall be six
5 percent.

6 *Section 2.* The department director/designee shall appoint individuals in writing to lead
7 worker positions consistent with the provisions of the County's Personnel Guidelines. An employee
8 designated in writing as lead worker is eligible for additional compensation of five percent above the
9 base rate effective on the date of assignment. At such time as the lead worker designation is
10 removed, the employee's compensation reverts to their base rate.

1 ARTICLE 8: OVERTIME

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

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

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

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

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

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

23 *Section 7.* There shall be no practice of compensatory time off except by mutual agreement
24 between the employee and the division manager/designee. Compensatory time shall be earned at the
25 rate of one and one half times the regular rate.

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

1 **ARTICLE 9: HOURS OF WORK**

2 *Section 1.* The standard work week for all employees shall consist of five consecutive work
3 days not to exceed eight hours each, exclusive of lunch period, and not to exceed forty hours per
4 week and shall normally be scheduled Monday through Friday. The working hours of each day shall
5 normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts are recognized.

6 *Section 2.* In the event of a flood emergency, the normal working hours of the employees in
7 the Department of Natural Resources may be changed, provided that eight hours advance notice is
8 given. The normal flood emergency shift shall be of twelve hours duration.

9 *Section 3.* Standby and/or alert status time shall not be used to circumvent the required eight
10 hours notice.

11 *Section 4.* All employees' work schedules shall provide a rest period of fifteen minutes
12 during each one-half shift.

13 *Section 5.* A modified workweek may be implemented during the term of this Agreement.
14 Specific conditions for a modified workweek shall be agreed to by the parties prior to
15 implementation.

1 **ARTICLE 10: EXCEPTIONAL WORK SCHEDULES**

2 *Section 1.* The County may make temporary changes to normal working hours where
3 circumstances require that work must be performed outside of the normal working hours, providing
4 that the changes are made in whole workdays. Normal working hours as defined in Article 9, Section
5 1 shall be excluded from an exceptional work schedule.

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

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

12 *Section 4.* Assignments of less than seven days duration may be made by providing a
13 minimum of twenty-four hours notice to the employee. Assignments of an indeterminate period
14 beyond seven days may be made by providing a minimum of seven calendar days notice to the
15 employee. The day upon which the employee receives notice of an exceptional work schedule shall
16 constitute the first day of notice.

1 ARTICLE 11: STANDBY

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

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ARTICLE 12: MEDICAL, DENTAL & LIFE INSURANCE

Section 1. King 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 agrees to maintain the level of benefits as currently provided by these plans and pay premiums as currently practiced during the life of this Agreement unless modified by the Labor-Management committee.

Section 2. The County agrees to continue the Labor-Management Insurance Committee comprised of representatives from the County and its labor unions. The function of the Committee shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs.

Section 3. The Union and County agree to incorporate changes to employee insurance benefits which the County may implement as a result of the agreement of the Joint Labor-Management Insurance Committee referenced in Section 2 above.

1 ARTICLE 13: TRANSFER/RE APPOINTMENT

2 *Section 1.* Any regular employee who is promoted and does not successfully complete the
3 probationary period for that position, shall have rights back to a position in his/her former
4 classification; this includes employees promoted out of the bargaining unit.

5 *Section 2.* Prior to the initiation of any competitive process to fill a vacant bargaining unit
6 position, regular employees of the bargaining unit holding the same classification as that of the vacant
7 position shall be given the opportunity to make a lateral transfer to the vacant position. Such lateral
8 transfers shall be accomplished pursuant to the following procedure:

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

12 B. Eligible regular employees expressing interest in a lateral transfer shall be
13 interviewed by the appointing authority/designee.

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

1 ARTICLE 14: VEHICLES

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

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

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

12 *Section 4.* Department directors/designees shall determine on an annual basis those
13 employees whose duties will require assigned vehicles during most of the year. The ability to
14 improve the efficiency of County service shall be the determining factor for vehicle assignment.

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

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

19 *Section 7.* The employee shall be notified of any change in vehicle assignment fourteen days
20 prior to the implementation.

1 ARTICLE 15: TRAINING

2 The County recognizes the mutual benefit to be attained by affording training opportunities to
3 employees and shall provide information and access to training opportunities for it's employees,
4 within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the
5 overall objectives of encouraging and motivating employees to improve their personal capabilities in
6 performance of specific tasks. All employees shall have equal access to training opportunities.

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1 ARTICLE 16: DRUG FREE WORK PLACE

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

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1 **ARTICLE 17: GRIEVANCE PROCEDURE**

2 **Section 1.** The Union and the County recognize the importance of settling issues at the lowest
3 possible level of supervision whenever possible, prior to resorting to the formal grievance process and
4 is in the interest of continued good employee relations and morale.

5 A. Grievances are to be heard on County time and no employee shall receive
6 compensation beyond normal working hours while attending grievance meetings.

7 B. Employees will be unimpeded and free from restraint, interference, coercion,
8 discrimination or reprisal in seeking adjudication of their grievance.

9 **Section 2.** A grievance is an issue raised by an employee regarding the interpretation and
10 application of the terms and provisions of this agreement.

11 **Section 3.** A grievance must be presented within ten working days after the occurrence of the
12 event giving rise to such grievance. Employees have the right to Union representation at all levels of
13 the grievance procedure. Grievances filed by the Union on general or group issues shall be filed at a
14 level appropriate to expeditious adjudication. However, copies of the written grievance must be
15 made available to lower levels of supervision.

16 **Section 4. Procedure.**

17 **Step 1** - A grievance shall be presented on the grievance form (appendix a) by either the
18 aggrieved employee or the Union to the employee's immediate supervisor and must; a) fully describe
19 the grievance and how the employee was adversely affected, b) set forth the section(s) of the
20 Agreement allegedly violated and, c) specify the remedy or solution being sought by the employee(s)
21 filing the grievance. The immediate supervisor shall attempt to resolve the matter, responding to the
22 employee in writing within ten working days of the receipt of the grievance. If the grievant does not
23 pursue the matter to the next level within ten working days, it shall be presumed resolved.

24 **Step 2** - Should no resolution be reached at Step 1, the written grievance shall than be
25 presented to the director/designee for investigation, discussion and written reply. The
26 director/designee shall make his/her written decision available to the aggrieved employee within ten
27 working days after receipt of the grievance. If the grievant does not pursue the matter to the next
28 higher level within ten working days, it shall be presumed resolved.

1 **Step 3** - If the decision of the department director/designee has not resolved the grievance, the
2 grievance along with supporting documentation may be presented to the Director of OHRM/designee,
3 who, within ten working days of receipt of the grievance, will schedule a meeting involving a union
4 representative, a County department representative and the employee. The Director of
5 OHRM/designee will chair the meeting. The purpose of the meeting will be to discuss the facts and
6 circumstances surrounding the grievance.

7 The employee and the department may each invite such other persons to the meeting as may
8 be necessary to fully understand the grievance.

9 After the meeting, the Union representative, the department representative and the Director of
10 OHRM/designee will write a decision as to the validity of the grievance and appropriateness of the
11 remedy sought. The majority decision shall be the proposed resolution of the grievance. The
12 decision shall be forwarded to the employee within ten working days of the meeting date.

13 **Step 4** - If the decision of the Director of OHRM/designee does not resolve the grievance,
14 either party may request arbitration within thirty calendar days of receipt of the Step 3 decision. The
15 Union and the County shall then select a third disinterested party to serve as an arbitrator. In the
16 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected and
17 shall arbitrate pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration
18 Association. The arbitrator shall render a decision within thirty calendar days of the hearing date.
19 The decision of the arbitrator shall be final and binding upon both parties.

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

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

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

27 **Section 8.** Each party to an arbitration proceeding shall bear the full costs of its
28 representatives and witnesses. The arbitrator's fees and expenses and any court reporter's fee and

1 expenses agreed to by the Union and the County shall be borne equally by both parties.

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

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

5 *Section 11.* The provisions of this Article will not apply to probationary, temporary and term-
6 limited temporary employees if they are discharged.

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1 ARTICLE 18: BULLETIN BOARDS

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

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1 ARTICLE 19: EQUAL EMPLOYMENT OPPORTUNITY

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

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1 ARTICLE 20: SAVINGS CLAUSE

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

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

1 ARTICLE 21: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

1 ARTICLE 22: WAIVER CLAUSE

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of this exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not
7 specifically referred to or covered in this Agreement. However, if the parties agree to bargain during
8 the term of this Agreement, amendments and modifications to this Agreement may be made by
9 mutual assent of the Director of OHRM/designee and the Union Representative who is subject to the
10 Union's internal constitutional processes.

1 **ARTICLE 23: REDUCTION IN FORCE/SENIORITY**

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

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

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

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

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

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

5 A. If an Employee's adjusted hire date in the bargaining unit is before January 1,
6 1986, as provided under Section 3, he/she may bump a less senior bargaining unit Employee in the
7 same division and classification for which he/she is qualified. If the Employee is unable to bump
8 within the division, he/she may bump a less senior bargaining unit Employee in his/her classification
9 for 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 to
12 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
14 displaced and may only bump as provided under Section 5.C or be laid-off.

15 B. If an Employee's adjusted hire date in the bargaining unit is on or after January
16 1, 1986, he/she may bump a less senior bargaining unit Employee in the same division and
17 classification for which he/she is qualified. An Employee who can not bump is considered displaced
18 and may only bump as provided under Section 5.C or be laid off.

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

21 1. Bump within the same division into a lower paying classification in his/her
22 same classification series for which he/she is qualified.

23 2. Bump within the same division into a lower paying classification he/she has
24 previously occupied for which he/she is qualified.

25 3. Bump within the same division into a lateral classification (one that has the
26 same rate of pay) which he/she is qualified and has previously served a probationary period or had
27 probation waived by the County.

28 4. Bump a temporary or term-limited temporary employee in his/her

1 classification or classification series in the bargaining unit for which he/she is qualified. The
2 Employee would then be considered a temporary or term-limited temporary employee and credited
3 for prior service for determining accrual and benefits eligibility.

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

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

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

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

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

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

2 *Section 1.* It is understood by the parties that an employee must be assigned in writing, with a
3 copy to the Union, by the manager/designee to perform on a temporary basis, not to exceed forty-five
4 continuous days of work, the preponderance of the duties of a higher classification.

5 *Section 2.* During the forty-five continuous days of work or any extension thereof, employees
6 performing at the higher classification shall be placed at the next higher step in the new classification
7 as would constitute a minimum of four and one-half percent over the salary received prior to the
8 assignment, not to exceed the top rate of the higher classification, except as provided below.

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

14 *Section 4.* Any request for extension beyond forty-five days shall be submitted to the
15 Director of OHRM/designee with a copy of the request and approval provided to the Union.

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

19 An employee assigned to a training position shall be under the supervision and guidance of his/her
20 immediate supervisor, and shall not remain in the training position for more than ten consecutive,
21 normal working days.

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

1 **ARTICLE 25: RECLASSIFICATION**

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

4 *Section 2.* If the duties and responsibilities assigned to a position change to the extent that
5 they no longer represent the preponderance of tasks enumerated in the class specification a
6 reclassification of the position may be initiated by the employee, department director/designee,
7 Director of OHRM/designee, through a position audit request. Any resultant reclassification shall be
8 made effective on the first day of the pay period following the date the request was signed by the
9 division manager. Failure on the part of OHRM to process the PDQ within one hundred twenty days,
10 or secure an extension, will automatically move the matter to Section 5 for resolution.

11 *Section 3.* If a reclassification of a position is deemed appropriate by OHRM, an employee
12 assigned to the position shall be entitled to continue performing in the position until such time as the
13 reclassification is complete. An employee who is performing the duties of a reclassified position for
14 over six months shall not be required to take a qualifying examination and shall not be subject to the
15 probationary period upon receiving a permanent promotion as a result of a reclassification.

16 *Section 4.* Employee reclassified to a higher classification shall be placed at the next higher
17 step in the new classification as would constitute a minimum of four and one-half percent over the
18 salary received prior to the reclassification, not to exceed the top rate of the higher classification. The
19 County agrees to meet with the Union to determine the appropriate wage rate for any new
20 classification which falls within the bargaining unit.

21 *Section 5.* The County and the Union agree that all disputes relating to classifications will be
22 submitted to the Director of OHRM/designee for determination. If the Union disagrees with the
23 Director's/designee's determination, it may, within thirty days submit the classification to a neutral
24 third party. The neutral party will be selected by the Director of OHRM/designee and the Union.
25 The decision of the neutral shall be binding upon all parties. All classification issues (other than
26 jurisdictional and pay-related) shall be presented to the neutral and will not be subject to the King
27 County Personnel Board or binding arbitration.

1 ARTICLE 26: PROMOTIONS

2 Promotions will be conducted in accordance with the applicable Administrative Guidelines
3 for Career Service. A regular employee promoted to a higher classification shall be placed at the
4 salary step of the promotive classification as would constitute a minimum of four and one-half
5 percent over the salary received prior to promotion, not to exceed the top step of the new salary range.

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1 ARTICLE 27: PROFESSIONAL REGISTRATION AND CERTIFICATION

2 **Section 1. Introduction.** To encourage and support professional development and to provide
3 for the employment of qualified personnel in appropriate classifications, the employer will provide
4 compensation for professional licenses and certifications in accordance with this article. Such
5 compensation shall be paid to those employees who have obtained a professional certification in a
6 discipline directly applicable to their employment.

7 **Section 2. Professional Licenses.** Employees may be required to have one or more current
8 Washington State professional licenses in the branches of Civil, Electrical, Hydraulic, Industrial,
9 Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, or Illumination and
10 shall be paid an additional one hundred dollars per month. If the professional license is not required
11 but related to the employee's work, they will receive fifty dollars per month. It is agreed to by the
12 County and the Union that no employee will be removed from an existing position because of a lack
13 of licenses.

14 **Section 3. Certifications.**

15 A. Within the terms of this Agreement, certification includes, and is limited to,
16 International Conference of Building Officials Certifications in Building Inspection, Landscape
17 Architecture, Mechanical, Plumbing, Combination Inspector, Fire and Plans Examiner, and State
18 Certified Public Accountant.

19 B. During the term of this Agreement, additional certifications may be added by
20 mutual agreement of the parties to this contract.

21 C. All employees who have one or more valid certifications as described in Section
22 3(a) above in a discipline directly applicable to their employment, shall be paid an additional fifty
23 dollars per month.

1 ARTICLE 28: CONTRACTING OF WORK

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

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

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1 ARTICLE 29: UNION REPRESENTATION

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

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

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

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

20 *Section 5.* A regular employee elected or appointed to office in the Union which requires a
21 part of all of their time shall be given leave of absence up to one year without pay upon application.

22 *Section 6.* Written policies, rules, or directives affecting the terms and conditions of this
23 Agreement shall be provided to the Union upon request.

1 ARTICLE 30: EMPLOYEE RIGHTS

2 *Section 1.* The off-duty activities of employees shall not be cause for disciplinary action
3 unless said activities are detrimental to the employee's work performance or, the program of the
4 agency.

5 *Section 2.* If at any level the county determines to bring disciplinary action against an
6 employee for any reason, the employee shall be apprised of his/her rights of appeal and representation
7 as provided for in the Grievance Procedure of this Agreement.

8 *Section 3.* The County may suspend, demote, or discharge a regular employee for just cause.
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1 ARTICLE 31: TEMPORARY EMPLOYEES

2 **Section 1.** No temporary employee will be kept on the payroll past 1040 hours without the
3 written approval of the Director of OHRM/designee. A copy of such approval shall be provided to
4 the Union.

5 **Section 2.** The County agrees that it will not use temporary or term-limited temporary
6 employees to supplant regular positions.

7 **Section 3.** Individuals offered temporary or term-limited temporary employment shall meet
8 the same pre-employment standards as applicants for regular permanent employment. A copy of the
9 standards used shall be provided, upon request, to the Union.

10 **Section 4.** If the temporary or term-limited temporary employee subsequently receives
11 permanent employment in the same classification the probationary period may be waived by the
12 Director OHRM/designee.

13 **Section 5.** Where the Agreement is silent temporary and term-limited temporary employees
14 are governed by provisions of the King County Code, as modified.

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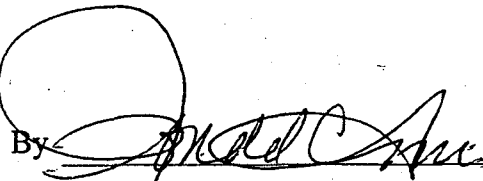
1 **ARTICLE 32: DURATION**

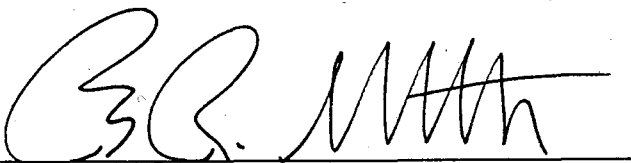
2 *Section 1.* This Agreement shall become effective January 1, 1998 and shall remain in effect
3 through December 31, 2000.

4 *Section 2.* Contract negotiations for the succeeding contract may be initiated by either party
5 providing to the other written notice of its intention to do so, at least thirty days prior to August 1,
6 2000.

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

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12 APPROVED this 11 day of December, 1998.

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16 By 
17 King County Executive

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

ADDENDUM A
INTERNATIONAL FEDERATION
OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17
1998 WAGE ADDENDUM

DEPARTMENT OF NATURAL RESOURCES AND TRANSPORTATION

| Class Code | Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|--------------------------------|------------|------------|------------|------------|------------|
| 0003 | Information Clerk | \$2,439.13 | \$2,551.71 | \$2,671.80 | \$2,795.65 | \$2,923.25 |
| 0716 | Graphic Arts Tech. | \$2,878.56 | \$3,012.24 | \$3,153.05 | \$3,301.21 | \$3,456.49 |
| 2001 | Engineering Aide | \$2,523.96 | \$2,650.15 | \$2,771.10 | \$2,899.20 | \$3,034.43 |
| 2002 | Engineering Assistant | \$2,701.11 | \$2,836.18 | \$2,966.83 | \$3,105.55 | \$3,251.45 |
| 2003 | Engineering Technician | \$3,120.05 | \$3,276.06 | \$3,429.94 | \$3,591.29 | \$3,760.16 |
| 2031 | Engineer | \$3,591.29 | \$3,760.16 | \$3,940.30 | \$4,127.95 | \$4,323.16 |
| 2032 | Senior Engineer | \$4,133.72 | \$4,330.59 | \$4,535.36 | \$4,751.88 | \$4,980.23 |
| 2033 | Supervising Engineer | \$4,633.61 | \$4,865.28 | \$5,108.55 | \$5,363.97 | \$5,632.16 |
| 2037 | Bridge Engineer | \$4,340.41 | \$4,547.13 | \$4,762.13 | \$4,989.48 | \$5,229.24 |
| 2052 | Senior Ecologist | \$3,940.30 | \$4,127.97 | \$4,323.16 | \$4,529.55 | \$4,747.21 |
| 2061 | Cartographer | \$3,276.05 | \$3,429.94 | \$3,591.29 | \$3,760.16 | \$3,940.30 |
| 2092 | Landscape Architect | \$3,940.30 | \$4,127.97 | \$4,323.16 | \$4,529.55 | \$4,747.21 |
| 2111 | Planner I | \$3,591.29 | \$3,760.16 | \$3,940.30 | \$4,127.97 | \$4,323.15 |
| 2120 | Supervising Environ. Scientist | \$4,633.61 | \$4,865.28 | \$5,108.55 | \$5,363.97 | \$5,632.16 |
| 2141 | Earth Scientist | \$3,940.30 | \$4,127.97 | \$4,323.16 | \$4,529.55 | \$4,747.21 |
| 6203 | Blue Print Operator | \$2,225.40 | \$2,328.11 | \$2,437.69 | \$2,550.67 | \$2,667.08 |
| 6235 | Photographer | \$2,671.82 | \$2,795.65 | \$2,923.24 | \$3,058.37 | \$3,521.14 |
| 6238 | Photo Lab Tech. | \$2,036.83 | \$2,171.14 | \$2,305.43 | \$2,439.74 | \$2,574.03 |

ADDENDUM A

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17

1998 WAGE ADDENDUM

DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES

| Class Code | Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|------------------------|------------|------------|------------|------------|------------|
| 0005 | Office Assistant I | \$1,601.01 | \$1,735.50 | \$1,821.94 | \$1,908.46 | \$1,994.87 |
| 0006 | Office Assistant II | \$1,761.54 | \$1,899.30 | \$1,989.99 | \$2,084.46 | \$2,183.65 |
| 0007 | Office Assistant III | \$1,974.43 | \$2,065.87 | \$2,168.65 | \$2,271.44 | \$2,385.62 |
| 0008 | Mag Card Operator | \$1,987.08 | \$2,081.38 | \$2,181.63 | \$2,286.94 | \$2,397.63 |
| 0010 | Word Processing Tech. | \$2,232.48 | \$2,339.07 | \$2,450.91 | \$2,568.41 | \$2,691.79 |
| 0012 | Office Technician I | \$2,082.56 | \$2,181.63 | \$2,286.94 | \$2,397.63 | \$2,513.87 |
| 0013 | Office Technician II | \$2,232.48 | \$2,339.07 | \$2,450.91 | \$2,568.41 | \$2,691.79 |
| 0014 | Office Technician III | \$2,514.49 | \$2,615.33 | \$2,761.84 | \$2,894.87 | \$3,034.62 |
| 0016 | Secretary I | \$1,974.43 | \$2,065.87 | \$2,168.65 | \$2,271.44 | \$2,385.62 |
| 0017 | Secretary II | \$2,232.48 | \$2,339.07 | \$2,450.91 | \$2,568.41 | \$2,691.79 |
| 0071 | Receptionist | \$1,853.04 | \$1,940.62 | \$2,032.66 | \$2,129.19 | \$2,230.61 |
| 0308 | Fiscal Services Tech. | \$2,637.50 | \$2,764.33 | \$2,897.50 | \$3,037.66 | \$3,184.15 |
| 0316 | Admin. Svcs. Officer I | \$3,594.56 | \$3,769.22 | \$3,954.94 | \$4,150.05 | \$4,355.03 |
| 0321 | Cashier | \$2,133.67 | \$2,235.22 | \$2,343.22 | \$2,456.74 | \$2,576.01 |
| 2001 | Engineering Aide | \$2,523.96 | \$2,650.15 | \$2,771.10 | \$2,899.21 | \$3,034.43 |
| 2002 | Engineering Assistant | \$2,701.12 | \$2,836.18 | \$2,966.84 | \$3,105.55 | \$3,251.45 |
| 2003 | Engineering Tech. | \$3,120.05 | \$3,276.06 | \$3,429.94 | \$3,591.29 | \$3,760.16 |
| 2031 | Engineer | \$3,591.29 | \$3,760.16 | \$3,940.30 | \$4,127.95 | \$4,323.16 |
| 2032 | Senior Engineer | \$4,133.72 | \$4,330.59 | \$4,535.36 | \$4,751.88 | \$4,980.23 |
| 2033 | Supervising Engineer | \$4,633.61 | \$4,865.28 | \$5,108.55 | \$5,363.97 | \$5,632.16 |

ADDENDUM A

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17

1998 WAGE ADDENDUM DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES

| Class Code | Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|------------------------------|------------|------------|------------|------------|------------|
| 2038 | Site Plan Supervisor | \$4,536.66 | \$4,760.28 | \$4,997.58 | \$5,246.06 | \$5,508.77 |
| 2052 | Senior Ecologist | \$3,940.30 | \$4,127.97 | \$4,323.16 | \$4,529.55 | \$4,747.21 |
| 2061 | Cartographer | \$3,276.05 | \$3,429.94 | \$3,591.29 | \$3,760.16 | \$3,940.30 |
| 2081 | Plans Examiner I | \$3,201.84 | \$3,357.28 | \$3,522.63 | \$3,696.27 | \$3,878.69 |
| 2082 | Plans Examiner II | \$3,599.23 | \$3,776.45 | \$3,964.03 | \$4,162.09 | \$4,370.49 |
| 2083 | Basic Plan Review Coord. | \$3,869.19 | \$4,059.68 | \$4,261.29 | \$4,474.23 | \$4,698.26 |
| 2084 | Plans Examiner III | \$4,139.13 | \$4,342.93 | \$4,558.61 | \$4,786.38 | \$5,026.04 |
| 2088 | Energy Conservation Coord. | \$4,152.45 | \$4,355.03 | \$4,570.41 | \$4,796.63 | \$5,034.22 |
| 2107 | Planning Support Tech I | \$2,769.89 | \$2,908.38 | \$3,053.83 | \$3,206.51 | \$3,366.83 |
| 2121 | Zoning Technician I | \$2,571.47 | \$2,713.89 | \$2,852.09 | \$2,990.43 | \$3,128.62 |
| 2122 | Zoning Technician II | \$2,828.57 | \$2,985.29 | \$3,137.31 | \$3,289.43 | \$3,441.48 |
| 2123 | Lead Zoning Tech. | \$3,150.02 | \$3,324.53 | \$3,493.84 | \$3,663.24 | \$3,832.57 |
| 2141 | Earth Scientist | \$3,940.30 | \$4,127.97 | \$4,323.16 | \$4,529.55 | \$4,747.21 |
| 2201 | Gen. Inspector I | \$3,348.23 | \$3,510.32 | \$3,682.68 | \$3,863.73 | \$4,053.97 |
| 2202 | Gen. Inspector II | \$3,705.90 | \$3,885.85 | \$4,077.20 | \$4,278.20 | \$4,489.33 |
| 2203 | Asst. Bldg. Insp. Supervisor | \$4,139.13 | \$4,342.93 | \$4,558.57 | \$4,786.38 | \$5,026.04 |
| 2206 | Forester | \$3,705.90 | \$3,885.86 | \$4,077.20 | \$4,278.20 | \$4,489.33 |
| 2210 | Bldg. Permit Tech. I | \$2,571.46 | \$2,713.89 | \$2,852.09 | \$2,990.43 | \$3,128.62 |
| 2211 | Addressing Tech. | \$2,828.57 | \$2,985.29 | \$3,137.31 | \$3,289.43 | \$3,441.48 |

ADDENDUM A

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17

1998 WAGE ADDENDUM

DEPARTMENT OF DEVELOPMENT AND ENVIRONMENTAL SERVICES

| Class Code | Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|--------------------------------|------------|------------|------------|------------|------------|
| 2212 | Building Permit Tech. II | \$2,828.57 | \$2,985.29 | \$3,137.31 | \$3,289.43 | \$3,441.48 |
| 2213 | Lead Bldg. Permit Tech. | \$3,150.02 | \$3,324.53 | \$3,493.84 | \$3,663.24 | \$3,832.57 |
| 2225 | Structural Engineer | \$3,762.13 | \$3,944.91 | \$4,139.12 | \$4,344.72 | \$4,561.81 |
| 2227 | Code Enforcement Off. I | \$3,348.23 | \$3,510.32 | \$3,682.68 | \$3,863.73 | \$4,053.97 |
| 2228 | Code Enforcement Off. II | \$3,705.90 | \$3,885.85 | \$4,077.20 | \$4,278.20 | \$4,489.33 |
| 2229 | Asst. Code Enforcement Spvrs. | \$4,139.13 | \$4,342.93 | \$4,558.57 | \$4,786.38 | \$5,026.04 |
| 2235 | Site Development Specialist I | \$3,348.23 | \$3,510.32 | \$3,682.68 | \$3,863.73 | \$4,053.97 |
| 2236 | Site Development Specialist II | \$3,705.90 | \$3,885.85 | \$4,077.20 | \$4,278.20 | \$4,489.33 |

ADDENDUM A
INTERNATIONAL FEDERATION
OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17
1998 WAGE ADDENDUM

PARKS AND RECREATION

| Class Code | Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|-------------------|------------|------------|------------|------------|------------|
| 2003 | Engineering Tech. | \$3,120.05 | \$3,276.06 | \$3,429.94 | \$3,591.29 | \$3,760.16 |
| 2031 | Engineer | \$3,591.29 | \$3,760.16 | \$3,940.30 | \$4,127.95 | \$4,323.16 |
| 2032 | Senior Engineer | \$4,133.72 | \$4,330.59 | \$4,535.36 | \$4,751.88 | \$4,980.23 |

ADDENDUM A
INTERNATIONAL FEDERATION
OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17
1998 WAGE ADDENDUM

CONSTRUCTION AND FACILITIES MANAGEMENT

| Class Code | Classification | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|------------|----------------------|------------|------------|------------|------------|------------|
| 2033 | Supervising Engineer | \$4,633.61 | \$4,865.28 | \$5,108.55 | \$5,363.97 | \$5,632.16 |
| 2001 | Engineering Aide | \$2,523.96 | \$2,650.15 | \$2,771.10 | \$2,899.21 | \$3,034.43 |
| 2032 | Senior Engineer | \$4,133.72 | \$4,330.59 | \$4,535.36 | \$4,751.88 | \$4,980.23 |

APPENDIX A
EMPLOYEE GRIEVANCE FORM

13385

Date: _____

Name: _____ Classification: _____

Work Unit: _____ Article/Section Alleged Violation: _____

Description of Problem: (specify date of alleged violation)

Remedy Requested:

I and/or my representative discussed this with my immediate supervisor. (Step 1)

Date Discussed _____ Signature(s) _____

STEP II: Further Review is Requested - Manager

Date Submitted Signature Acknowledging Receipt Date

Reason for requesting review:

Manager's Decision:

Signature _____ Title _____ Date _____

Attach additional sheets if needed.

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Department of Development and Environmental Services
Classification Series

- Office Assistant I, Office Assistant II, Office Assistant III, Office Technician I, Office Technician II, Office Technician III, Cashier, Secretary I, Secretary II
- Word Processing Technician
- Engineering Aide, Engineering Assistant, Engineering Technician, Cartographer, Engineer, Senior Engineer, Supervising Engineer *, Site Plan Review Supervisor*
- Structural Engineer
- Administrative Services Officer I
- Plan Examiner I, Plans Examiner II, Basic Plan Review Coordinator, Plans Examiner III, and Energy Conservation Coordinator
- Zoning Technician I, Zoning Technician II, and Lead Zoning Technician
- General Inspector I, General Inspector II, and Assistant Building Inspection Supervisor*
- Code Enforcement Officer I, Code Enforcement Officer II and Assistant Code Enforcement Supervisor*
- Site Development Specialist I, Site Development Specialist II, Forester
- Technical Permit Screening Supervisor*
- Building Permit Technician I, Building Permit Technician II, Lead Building Permit Technician, Permit Center Supervisor*
- Addressing Technician
- Duplicating Equipment Operator
- Earth Scientist
- Senior Ecologist
- Records Supervisor*
- Planning Support Technician I

*Supervisory position

Department of Public Works

13385

Classification Series

- Information Clerk
- Graphic Arts Technician
- Engineering Aide, Engineering Assistant, Engineering Technician, Cartographer (Cadastral map maker), Engineer, Bridge Engineer, Senior Engineer, Supervising Engineer
- Senior Ecologist
- Landscape Architect
- Planner I
- Earth Scientist
- Blueprint Operator
- Photographer, Photo Lab Technician
- Supervising Environmental Scientist

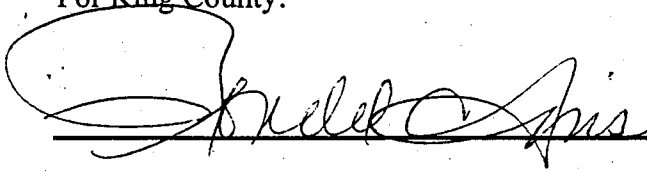
MEMORANDUM OF UNDERSTANDING
BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 17(A)

13385

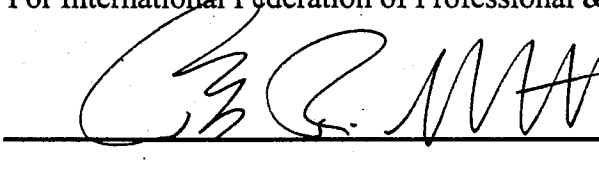
Subject: Contract Reopener

In conjunction with bargaining wages and other mandatory subjects for all classifications that have been through the Classification/Compensation Project, the parties may also present other subjects for bargaining when they meet by March 1, 1999, unless otherwise agreed, with the intent and understanding the current labor agreement may be modified through said bargaining.

For King County:


Date 12-11-98

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


Date 12-11-98

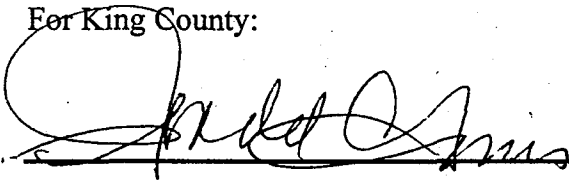
MEMORANDUM OF UNDERSTANDING
BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 17(A)

13385

Subject: Classification/Compensation Project

The parties agree to bargain the wages and other mandatory subjects for all classifications that have been through the Classification/Compensation Project prior to implementation. The parties agree to meet by March 1, 1999, unless otherwise agreed.

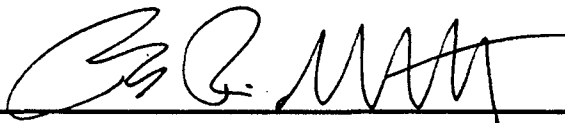
For King County:



12-11-98

Date

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



12-11-98

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 17(A)

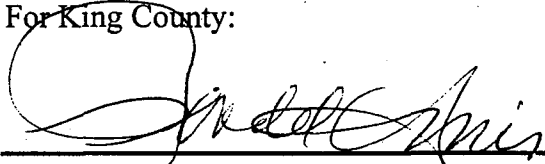
13385

Subject: Labor Management Committee

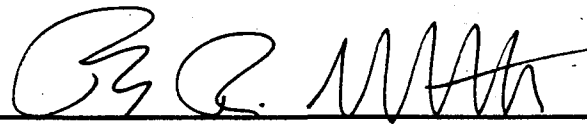
King County and the Union agree to establish a Labor-Management Committee. The County and the Union agree they will use the Labor-Management Committee to disclose, discuss and attempt to resolve issues and interests affecting labor and/or management. Meetings will be held at least quarterly.

The Labor-Management Committee does not waive or diminish management rights or union rights of grievance or bargaining. The parties recognize that the Labor-Management Committee may not be able to resolve every issue.

For King County:


Date 12-11-98

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


Date 12-11-98

MEMORANDUM OF UNDERSTANDING
BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 17(A)

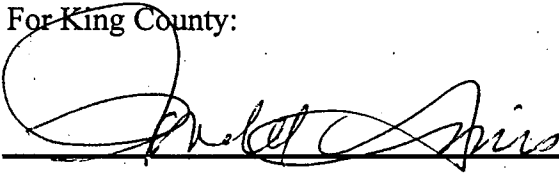
13385

Subject: Family and Medical Leave Act

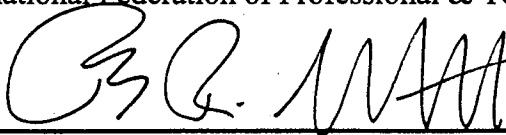
WHEREAS, Articles 3 (Rights of Management) and 6 (Sick Leave/Bereavement Leave) of the collective bargaining agreement tentatively agreed to between the parties will be construed in a manner consistent with the federal Family and Medical Leave Act.

THEREFORE, the parties agree that at such time as either the County Council enacts an ordinance or the County Executive issues an executive order relating to Family and Medical Leave as that term is used in the federal Family and Medical Leave Act, the County may request a reopening of the contract negotiations in order to bargain the application and any attendant effects upon wages hours and working conditions of that ordinance or executive order whether or not such ordinance or executive order specifically relates to represented employees.

For King County:


Date 12-11-98

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


Date 12-11-98

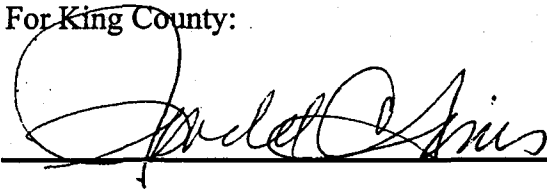
KING COUNTY
AND
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 17(A)

13385

Subject: Definition of Division under Article 23: Reduction in Force

The parties agree that under Article 23, the divisions of Wastewater and Water and Land Resources in the Department of Natural Resources shall be considered a single division.

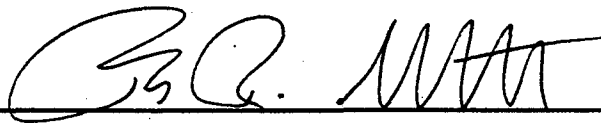
For King County:



12-11-98

Date

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



12-11-98

Date

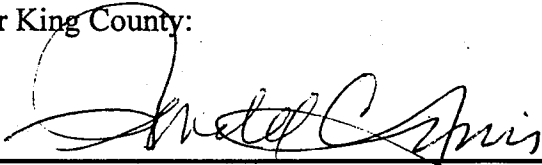
MEMORANDUM OF UNDERSTANDING
BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17(A)

13385

Subject: Payroll Changes

The Union agrees that non-FLSA exempt classifications listed on Addendum "A" of the collective bargaining agreement will be compensated and receive accruals on a hourly basis and that the Agreement will be modified to reflect such. The change to a hourly basis shall be enacted at the discretion of the County. Further, the Union agrees to change from the current semi-monthly payroll process to a bi-weekly payroll process if such change is enacted through an ordinance or by an executive policy during the term of the Agreement. The County agrees to meet with the Union and discuss the effect of such change in the event that the change in the payroll process does not include a transition option for employees and the transition creates an undue hardship.

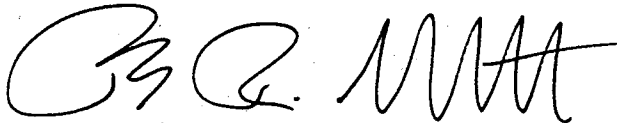
For King County:



12-11-98

Date

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



12-11-98

Date

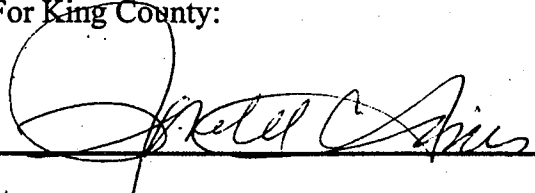
MEMORANDUM OF UNDERSTANDING
BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17(A)

13385

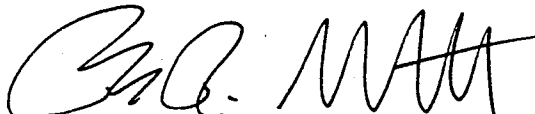
Subject: Vehicle Plan - Runzheimer

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

For King County:


_____ 12-11-98
Date

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


_____ 12-11-98
Date

13385

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;

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- b. An additional variable amount equal to ten and six-tenths cents (\$.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 (\$.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.

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- 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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