



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

October 23, 2017

Ordinance 18590

Proposed No. 2017-0398.1

Sponsors Dembowski

1 AN ORDINANCE approving and adopting the collective  
2 bargaining agreement negotiated by and between King  
3 County and International Union of Operating Engineers,  
4 Local 302 (Equipment Operators - Departments: Natural  
5 Resources and Parks, Transportation) representing  
6 employees in the departments of natural resources and  
7 parks, and transportation; and establishing the effective  
8 date of said agreement.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated by and between  
11 King County and International Union of Operating Engineers, Local 302 (Equipment  
12 Operators - Departments: Natural Resources and Parks, Transportation) representing  
13 employees in the departments of natural resources and parks, and transportation, which is  
14 Attachment A to this ordinance, is hereby approved and adopted by this reference made a  
15 part hereof.

16            SECTION 2. Terms and conditions of said agreement shall be effective from  
17 January 1, 2015, through and including December 31, 2018.  
18

Ordinance 18590 was introduced on 10/2/2017 and passed by the Metropolitan King  
County Council on 10/23/2017, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,  
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles  
and Ms. Balducci  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair



2017 OCT 26 PM 3:56  
CLERK  
METROPOLITAN KING COUNTY COUNCIL

RECEIVED

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this 26 day of OCTOBER 2017.

Dow Constantine, County Executive

**Attachments:** A. Agreement by and between King County and International Union of Operating  
Engineers Local 302

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**AGREEMENT**

**by and between**

**KING COUNTY**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302**

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**AGREEMENT**  
**by and between**  
**KING COUNTY**  
**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 302**

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

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

**ARTICLE 1: GENERAL PROVISIONS**

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

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

**1.3 Labor-Management Committee(s)** - The County and the Union recognize the importance of positive labor relations that encourage cooperative efforts and joint problem-solving by all parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train, and retain quality employees.

1 In the interest of meeting these challenges, the County and the Union agree to establish labor-  
2 management committees in each division that shall meet quarterly, or as requested by the parties.  
3 The Committee(s) shall be comprised of representatives from the bargaining unit, plus their business  
4 representative(s), and representative from management, and the assigned Labor Relations Negotiator.  
5 The parties will invite a neutral from the County's ADR program, if needed, and will consider the use  
6 of a charter of the committees' processes and rules.

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

8       **2.1 Recognition** - The County recognizes the Union as the exclusive bargaining representative  
9 of all employees in Roads, Airport, Parks and Solid Waste whose job classifications are in the work  
10 units listed in the attached Addendum.

11       **2.2 Dues and Fees** - It will be a condition of employment that all employees covered by this  
12 Agreement who are members of the Union in good standing on the effective date of this Agreement  
13 will remain members in good standing and those who are not members on the effective date of this  
14 Agreement will on the thirtieth (30) day following the effective date of this Agreement become and  
15 remain members in good standing in the Union or pay fees to the Union to the extent permitted by  
16 law. It will also be a condition of employment that all employees covered by this Agreement and  
17 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30) day  
18 following the beginning of such employment become and remain members in good standing in the  
19 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing  
20 contained in this section will require employees to join the Union who can substantiate, in accordance  
21 with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation  
22 fees to Union organizations. Such employees will pay an amount of money equivalent to regular  
23 Union dues and initiation fees to a non-religious charity or to another charitable organization  
24 mutually agreed upon by the employee and the Union. If the employee and the Union do not reach  
25 agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the  
26 charitable organization. Employees will furnish proof to the Union each month that such payment  
27 has been made.

28       **2.3 Separation** - Failure by an employee to satisfy the requirements of Section 2.2 will

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

6 **2.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an  
7 employee, the County will have deducted from the pay of such employee the amount of monthly dues,  
8 working dues checkoff and initiation fees as certified by the Union and will transmit the amount to the  
9 Union.

10 **2.5 Indemnification** - The Union will indemnify and hold the County harmless against any  
11 claims made and against any suit instituted against the County on account of any check-off of dues and  
12 initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in error  
13 upon presentation of proper evidence thereof.

14 **2.6 Notice of Recognition** - The County will provide all new employees hired, transferred, or  
15 promoted into a position included in the bargaining unit with a form which will inform them of the  
16 Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1) copy  
17 will be given to the employee and the original will be sent to the Union. The County will notify the  
18 Union when an employee leaves the bargaining unit.

### 19 **ARTICLE 3: MANAGEMENT RIGHTS**

20 **3.1 General** - The Union recognizes the prerogatives of the County to operate and manage its  
21 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the  
22 terms and conditions of this Agreement.

23 **3.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the  
24 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train,  
25 layoff, and discipline and discharge regular employees for just cause; direct and assign the work;  
26 develop and modify classification specifications; allocate positions to those classifications; allocate  
27 employees to those positions; determine work shifts and work schedules; schedule and assign  
28 overtime work; establish the methods, means and processes by which work is performed; establish

1 rules; and the right to take whatever actions are necessary in emergencies in order to assure the  
2 proper functioning of the work units.

3 **3.3 Notification of Classification Specifications Changes**- The County shall notify the  
4 Union of any proposed changes to class specifications of positions already represented by the Union.

5 **ARTICLE 4: CLASSIFICATIONS AND RATES OF PAY**

6 **4.1 Wage Rates** - The classifications of employees covered by this Agreement and the  
7 corresponding rates of pay are set forth within the wage addendum which is attached hereto and made a  
8 part of this Agreement.

9 **4.2 Step Advancement** - An employee may be hired at Step 1 of the wage range provided  
10 under Addendum A covering the classification or above Step 1 as provided under the County's  
11 Personnel Guidelines. Upon completion of the probationary period, the employee will move from the  
12 initial step hired to the next step in the wage range. Step increases thereafter will be annually. An  
13 employee working less than full-time will receive step increases prorated based on the full-time work  
14 schedule of the work unit.

15 **4.2.1** An employee who is hired into a regular position who has successfully completed the  
16 Washington State Apprenticeship program in the craft hired will start as Step 3 and advance to Step 5  
17 on successful completion of probation.

18 **4.3 Step on Promotion** - A regular employee who is promoted from one classification to a  
19 higher paying classification under this Agreement will be placed into the pay step providing no less  
20 than a four and one-half percent (4-1/2%) increase in his/her base hourly rate of pay not to exceed the  
21 top pay step of the higher paying classification.

22 **4.4 Short-Term Temporary Employee Benefits** - The County will pay the full hourly  
23 contribution rate into the medical portion of the Operating Engineers' Health and Welfare Trust on  
24 behalf of temporary employees for each hour the temporary employee is in pay status. The  
25 temporary employee may be eligible to receive other compensation provided under King County  
26 Code, as amended, in the event the employee exceeds the calendar year working hour threshold.

27 **4.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant  
28 regular employees or positions.

1           **4.6 General Wage Increases-** The following general wage increases will be applied to each  
2 classification in the bargaining unit.

3                   January 1, 2015- 2.0%

4                   January 1, 2016- 2.25%

5                   January 1, 2017- 2.25% (1.75 GWI + .5% For Benefits Agreement)

6                   January 1, 2018- 1.75%

7 These wages will be paid retroactively based on all eligible hours worked.

8           **4.7 New Classifications and Pay Ranges-** As soon as administrative practicable after full  
9 adoption of an ordinance ratifying this agreement, the following classification will take effect in the  
10 bargaining unit:

11           Equipment Operator In-Training (Training Position/Incumbent KC Employees Only) {Range 47}

12           Equipment Operator (Journey Level Employee Equipment) {Range 50}

13           Equipment Operator-Lead (Permanent Lead) {Range 54}

14           **4.8 Out-of-Classification** - An employee assigned in writing by the manager/designee to  
15 perform on a temporary basis the preponderance of duties of a higher paid classification under this  
16 Agreement will be paid at the first step of the higher paid classification that provides an increase of at  
17 least five percent (5%) above his/her base hourly rate of pay for the hours so assigned. In the event that  
18 the employee works out-of-classification in excess of thirty (30) continuous days, all compensated  
19 hours will be at the higher rate of pay. Such assignments will not be used to supplant positions or  
20 violate Union jurisdictional rights. An employee assigned by the manager/designee to perform the  
21 duties of a lower paid classification on a temporary basis will not have a reduction of wages.

22           **4.9 Lead Assignment** - An employee assigned in writing by the manager/designee to perform  
23 lead duties will be paid seven and one-half percent (7-1/2%) above his/her base hourly rate of pay. In  
24 the event that the employee works as a lead in excess of thirty (30) continuous days, all compensated  
25 hours will be at the higher rate of pay. This provision will be superseded by lead level classifications  
26 in the attached Addenda, if such classifications have a higher wage rate.

27 **ARTICLE 5: HOURS OF WORK**

28           **5.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of

*International Union of Operating Engineers, Local 302 - Equipment Operators - Departments: Natural Resources and  
Parks, Transportation*

*January 1, 2015 through December 31, 2018*

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1 five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not  
2 to exceed forty (40) hours per FLSA workweek, Monday through Friday inclusive.

3 **5.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule comprised  
4 of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of the meal  
5 period and not to exceed forty (40) hours per FLSA workweek. An established four-ten (4-10)  
6 workweek schedule will provide for three (3) consecutive days off, one of which will be a Saturday  
7 and/or a Sunday.

8 a. Existing SWD 4-10 Equipment Operators as of the date of this agreement will be  
9 eligible to move into vacant 7-10 positions.

10 b. Existing SWD 4-10 Equipment Operators as of the date of this agreement will not be  
11 required to work weekend days as part of their regular schedule.

12 c. Equipment Operator III is a designated 4-10 assignment within the Solid Waste  
13 Division.

14 **5.1.2 Seven-Ten (7-10) Work Schedule** - In the Solid Waste Division there will be established  
15 a work schedule comprised of seven (7) consecutive work days of ten (10) consecutive hours exclusive  
16 of the meal period. The 7-10 work schedule will provide for seven (7) consecutive days off. The 7-10  
17 work schedule spans two (2) FLSA workweeks. The 7-10 schedule will be considered a regular full-  
18 time schedule under the terms of this agreement for all purposes, including leave and other benefit  
19 eligibility determinations.

20 a. After final adoption of an ordinance ratifying this agreement, assignment to the 7-10  
21 work schedule will be at management discretion.

22 b. 7-10 employees as of the date of this agreement (or those existing 4-10 employees  
23 eligible to move into 7-10 vacancies) are grandfathered into this shift until they leave County  
24 employment or promote to different classifications or transfer out of the Solid Waste Division.

25 **5.1.3 Additional Work Schedule** - By mutual agreement between the County and the Union,  
26 additional work schedules may be established.

27 **5.2 First Shift** - An employee assigned to work on a shift beginning between the hours of 5:00  
28 A.M. and 11:59 A.M. will be considered to be on first shift.

1           **5.2.1 Second Shift** - An employee assigned to work on a shift beginning between the hours of  
2 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee  
3 assigned to second shift will be his/her base hourly rate of pay plus ten percent (10%). An employee  
4 who is regularly assigned to second shift will have all compensable time paid at the higher rate of pay.

5           **5.2.2 Third Shift** - An employee assigned to work on a shift beginning between the hours of  
6 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an employee assigned  
7 third shift will be his/her base hourly rate of pay plus fifteen percent (15%). An employee who is  
8 regularly assigned to third shift will have all compensable time paid at the higher rate of pay.

9           **5.2.3 7-10 Shift** - Equipment Operators who work a 7-10 work schedule will receive a shift  
10 differential of 14.3% for all compensable hours; such shift differential is intended to provide  
11 compensation equivalent to that received by an employee working a forty (40) hour workweek  
12 schedule.

### 13           **5.3 Shift Bidding/Work Unit Locations - Road Services Division**

14           **5.3.1 Shift Bidding** - All newly established on-going work schedules (days of work) and  
15 shifts (hours of work) in the work unit will be posted. Employees within the specific classification in  
16 the affected work unit will have the opportunity to bid by seniority order for the work schedule or  
17 shift. Absent adequate interest, the County may assign employees within the classification in the  
18 affected work unit to the remaining work schedules or shifts by using inverse seniority order.  
19 Changes to work schedules or shifts will normally require a two (2) week notice to affected  
20 employees.

21           **5.3.2 Position Opening and/or Days Off Assignments** - Classification seniority will be a  
22 primary factor, but not the sole or exclusive factor, in determining an employee's assignment to a  
23 vacancy in another work-unit location and/or days off; provided, however, the employee must have  
24 previously submitted a written notification to the manager/designee indicating his/her interest in  
25 attaining the work-unit location and/or days off; provided further, the employee must be capable of  
26 performing the work required. Crew experience mix will be recognized as an appropriate criteria in  
27 determining such assignment.

28           **5.3.3** Work unit is defined as a planning unit (e.g., paving, drainage, etc.) or "maintenance

1 division.”

2       **5.4 Altering of Work Schedule** - No employee will have his/her work schedule altered for the  
3 purpose of avoiding the payment of overtime except when an employee bids for such change as  
4 provided in Section 5.3. No employee will be required to work on his/her scheduled day off in lieu of  
5 the employee’s scheduled workday. An employee will not receive overtime pay for working on  
6 Saturday or Sunday if either one or both of the days are part of his/her regular work schedule.

7       **5.4.1 Planned Work Schedule and/or Shift Change** - The manager/designee may  
8 temporarily change an employee’s work schedule and/or shift for planned projects. Such change will  
9 normally require at least two (2) weeks of notice to the employee.

10       **5.5 Unanticipated/Workweek Schedule and/or Shift Change** - Normally, at least eight (8)  
11 hours of advance notice will be given to an employee prior to temporarily changing the employee’s  
12 workweek schedule and/or shift to perform unanticipated projects, and/or operations. In the event of  
13 snow removal, flood control, sanding, or other operations due to acts of nature which may or may not  
14 be anticipated, an employee may be placed on “Alert Status” and the eight (8) hours of advance  
15 notice will not be required.

16       **5.6 Alert Status** - Road Services Employees will, in addition to his/her regular shift and  
17 schedule, will be assigned an alert status shift and schedule (Alert).

18       **5.6.1 Shift duration** - Alert may be of varying duration; however, Alert will be at least eight  
19 (8) hours if the employee is regularly on a 5/8 work schedule or ten (10) hours if the employee is  
20 regularly on a 4/10 work schedule when the alert status shift is in lieu of the employee’s normally  
21 scheduled shift, and eight (8) hours when the Alert shift is on a regular scheduled day off or holiday.

22       **5.6.2 Alert Notification** - Given the unpredictable nature of operational needs, Alert may be  
23 called at any time and limited to the number of employees necessary to fulfill operational needs.  
24 Implementation of Alert Status will be considered to have taken place when the work hours of the  
25 employee’s normal shift have been altered without the required advance notification.

26       **5.6.3 Transition to Alert** - Transition to Alert may occur during an employee’s regularly  
27 scheduled work day. In such cases, employees may be sent home before the end of the regular shift  
28 in order to get rest prior to the start of their Alert shift, or may be required to stay on his/her regular

1 shift until the start of the Alert shift. The decision to send an employee home or require him/her to  
2 remain at work will be determined by the County based on operational and safety considerations,  
3 taking into consideration the desire of the employee. If the employee requests and is approved to be  
4 relieved from his/her regular shift, he/she may use accrued vacation leave, compensatory time, or  
5 leave without pay for that portion of the regular shift he/she did not work. If the employee is relieved  
6 by management from his/her regular shift, the employee will be compensated for the remainder of the  
7 shift.

8 **5.6.4 Employees on leave** - If an employee is on leave when an alert status shift is called,  
9 he/she will not be called to work unless it is operationally necessary to do so. Employees who have  
10 been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin unless  
11 the employee elects to cancel or postpone the start of the leave or is operationally necessary for  
12 management to cancel the leave.

13 **5.6.5 Compensation**

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

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

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

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

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

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

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

## 10 **ARTICLE 6: OVERTIME AND PREMIUMS**

11           **6.1 Overtime** - An employee on a 5-8 work schedule will be compensated at the rate of one  
12 and one-half (1-1/2) times his/her hourly rate of pay (overtime rate) for all compensated hours in excess  
13 of eight (8) hours per day or forty (40) hours per FLSA workweek, or on a holiday recognized in this  
14 Agreement (in addition to the holiday pay).

15           **6.1.2** An employee on a 4-10 work schedule will be compensated at the rate of one and one-  
16 half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all compensated hours in excess  
17 of ten (10) hours per day or forty (40) hours per FLSA workweek, or on a holiday recognized in this  
18 Agreement (in addition to the holiday pay).

19           **6.1.3** An employee on a 7-10 work schedule will be compensated at the rate of one and one-  
20 half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all compensated hours in excess  
21 of ten (10) hours per day or forty (40) hours per FLSA workweek or on a holiday recognized in this  
22 Agreement.

23           **6.2 Scheduled overtime work** - Scheduled overtime work will be offered to full-time regular  
24 employees prior to all other employees except in those instances where full-time regular employees are  
25 not readily available, or when it is an extension of the workday for an employee or crew. Readily  
26 available is defined as the employee not being on a leave status and is present at work or available  
27 when called at the time the overtime work is being scheduled and is in the work unit in which the  
28 overtime will be worked.

1 Scheduled overtime work, which may be required and is generally scheduled on weekends and  
2 holidays, shall first be offered to employees on a rotating seniority basis within the work group. For  
3 work groups in which there is more than one pit-site, the overtime shall first be offered to employees on  
4 a rotating basis within the pit-site, then to the entire work group. If the overtime is a continuation of  
5 work previously started by a particular crew within a work group, the overtime will first be offered to  
6 employees on a rotating seniority basis within the crew, then to the work group as described above. A  
7 work group is defined as a maintenance division or an entire crew operating out of the central shop, i.e.,  
8 drainage crew, bridge crew, etc. Seniority will always be based on total classification seniority.

9 **6.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next  
10 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)  
11 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of  
12 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the  
13 County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above  
14 instances, the employee will receive overtime pay for all such overtime hours worked but may receive  
15 no pay for the regularly scheduled shift from which s/he was relieved.

16 **6.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement  
17 between the employee and the manager/designee. The request to earn compensatory time off must be  
18 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the  
19 Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime in  
20 accordance with Sections 6.1, 6.1.2, 6.1.3.

21 **6.5 Overtime Authorization** - All overtime will be authorized in advance by the  
22 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be  
23 considered overtime when it is a regularly scheduled workday for the employee. In addition, the  
24 procedure for Overtime Callout will be: (1) Planning Unit, (2), Division or Department, (3) All  
25 Departments.

26 **6.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for each  
27 callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the  
28 overtime rate.

1           **6.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has left the  
2 work premises and is subsequently required to report back to work prior to his/her normally scheduled  
3 shift. An employee who is called out before the commencement of his/her regular shift will be  
4 compensated in accordance with the provisions of Section 6.6; provided, however, in the event the  
5 employee is called back to work within four (4) hours of his/her regular shift, the employee will be  
6 compensated at the overtime rate for only the hours immediately preceding the start of his/her regular  
7 shift.

8           **6.7 Emergency Work Premium** - Emergency work at other than the normal scheduled shift or  
9 special schedule and/or shift not enumerated in Articles 5 or 6 will be credited as such and will be  
10 compensated as overtime. In the event this overtime work is accomplished prior to the normal working  
11 hours and the employee subsequently works his/her regular shift, the regular shift will be compensated  
12 at the employee's regular, hourly rate of pay.

13           **6.8 Standby Status** - An employee assigned to standby status on non-duty days, by written  
14 authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime rate for each  
15 twenty-four (24) hour period or major portion thereof while on standby status. Any work performed on  
16 non-duty days while on standby status will be compensated at the overtime rate for actual time worked.  
17 An employee who is required in writing to be readily available to be called into work and/or who is  
18 required to wear a "beeper" outside of his/her regular work hours will be considered to be on standby  
19 status.

1 **ARTICLE 7: HOLIDAYS**

2 **7.1 Holidays Observed** - Regular, probationary, provisional and term-limited temporary  
 3 employees (herein referred to as "leave eligible employees") who work a full-time work schedule,  
 4 except those employees who work a 7-10 work schedule, will be granted the following holidays with  
 5 pay:

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

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

18 **7.1.1 Part-time Employees** - Leave eligible employees who work a part-time work schedule,  
 19 except those employees who work a 7-10 work schedule, will be granted each of the holidays with pay  
 20 as provided for within Sections 7.1 and 7.4 prorated to reflect their normally scheduled work day.

21 **7.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave  
 22 eligible employee's regularly scheduled day off, such employee will receive compensation for the  
 23 holiday as provided for in the standard full-time work schedule in the employee's work unit.

24 **7.2.1 Part-time Employees** - Employees eligible for holiday pay and who are working a part-  
 25 time work schedule will only get holiday pay in accordance with Section 7.1.1 for those holidays that  
 26 fall on the employee's regularly scheduled workdays.

27 **7.3 4-10 Employees** - A leave eligible employee on a 4-10 workweek schedule will have two  
 28 (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for each



1 holiday identified within Section 7.1. As an alternative, employees working a 4-10 work schedule may  
2 have their schedule changed to a 5-8 work schedule during weeks which have a holiday.

3 **7.3.1 Monday Holiday while on a 4/10 Sunday - Wednesday Shift** - When operationally  
4 feasible and subject to management's approval, the County agrees to allow employees working on a  
5 4/10 work schedule falling Sunday through Wednesday to observe the Sunday preceding a Monday  
6 holiday as the holiday (day off with holiday pay) and to work the Monday at the employee's straight  
7 time rate of pay. Prescheduling of the Sunday holidays will be required.

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

13 **7.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular work  
14 schedule is Monday through Friday, holidays falling on a Saturday will be observed on the preceding  
15 Friday and holidays falling on a Sunday will be observed on the following Monday. For those leave  
16 eligible employees whose regular work schedule requires working on a Saturday and/or a Sunday,  
17 holidays falling on these days will be observed on the actual date of the holiday.

18 **7.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of  
19 eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1)  
20 calendar year.

21 **7.7 Pay Status** - To be eligible for holiday pay the employee must be in pay status the  
22 employee's work day before and the employee's work day after the holiday. However, an employee  
23 who has successfully completed at least five (5) years of service and who retires at the end of the month  
24 in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if the  
25 employee is in a pay status the day before the day observed as the holiday.

26 **7.8 Holidays for 7/10 Employees** - An employee on a 7-10 workweek schedule will receive  
27 New Year's Day (January 1st), Thanksgiving Day (4th Thursday in November) and Christmas Day  
28 (December 25th) as holidays off work without a reduction in pay. In addition, an employee will be paid

at the rate of time and one-half (1-1/2) for work performed on Martin Luther King Jr.'s Birthday (third Monday in January), President's Day (third Monday in February), Memorial Day (third Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), and the day after Thanksgiving.

#### **ARTICLE 8: VACATIONS**

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

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

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

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1 8.1 regardless if the employee later returns to a 7-10 work schedule. However, an eligible employee  
 2 under this provision who involuntarily moves off the 7-10 work schedule and later returns to the 7-10  
 3 schedule will again be eligible for the accrual rate provided below.

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

9 **8.1.2 Part-time Employees** - Leave eligible employees who work a part-time work schedule  
 10 will accrue vacation leave in accordance with the vacation leave schedule set forth in Section 8.1,  
 11 prorated to reflect their normally scheduled workday.

12 **8.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date of  
 13 hire in a benefit eligible position.

14 **8.3 Maximum Accrual** - Leave eligible employees who work a full-time work schedule may  
 15 accrue up to sixty (60) days of vacation leave. Leave eligible employees who work a part-time work  
 16 schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled  
 17 workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount prior  
 18 to December 31 of each year. Failure to use vacation leave beyond the maximum amount will result in  
 19 forfeiture of the vacation leave beyond the maximum amount. However, vacation leave beyond the  
 20 maximum amount will be allowed by the manager/designee if the carry over is because of cyclical  
 21 workloads, work assignments or other reasons as may be in the best interests of the County, and for any  
 22 such carry over the employee shall have at least through the first quarter to use such leave.

23 **8.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave  
 24 until s/he has successfully completed his/her first six (6) months of County service in a leave eligible  
 25 position, except if using vacation leave for a qualifying reason under the Washington Family Care Act.  
 26 If a leave eligible employee leaves County employment prior to successfully completing his/her first six  
 27 (6) months of County service in a leave eligible position, s/he will forfeit and not be paid for accrued  
 28 vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her date of

1 separation up to the maximum accrual amount if the employee has successfully completed his/her first  
2 six (6) months of County service and is in good standing. Payment will be the accrued vacation leave  
3 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less  
4 mandatory withholdings.

5 **8.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued and  
6 such use or payment is consistent with the provisions of this Article.

7 **8.6 Outside Employment** - No employee will work for compensation for the County in any  
8 capacity during the time that the employee is on vacation leave.

9 **8.7 Partial Day Increments** - Approved vacation leave will be used in one-quarter (1/4) hour  
10 increments.

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

16 **8.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the  
17 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the  
18 employees while maintaining the efficient functioning of the work unit.

19 **8.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible  
20 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to receive  
21 sick leave for that time, s/he must notify the manager/designee on the first day of the injury or illness,  
22 either by telephone or fax, or by letter postmarked the first day of the injury or illness. However, if it is  
23 physically impossible to give the required notice on the first day, notice must be sent as soon as  
24 possible and must be accompanied by an acceptable showing of reasons for the delay. A doctor's  
25 statement or other acceptable proof of the injury or illness, while on vacation or compensatory time off  
26 must be presented regardless of the number of days involved.

27 **8.11** If a regular or probationary (who has previously achieved career service status)  
28 employee resigns from County employment or is laid off and subsequently returns to County

1 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior  
2 County service shall be counted in determining the vacation leave accrual rate under Section 8.1.

3 **8.12 Term-Limited Temporary Employees** - A term-limited temporary employee who  
4 contiguous with his/her employment becomes a regular employee shall have his/her accrued vacation  
5 leave accruals carry over with such regular appointment and the accrual rate will be determined based  
6 on his/her date of hire as a term-limited temporary employee.

7 **ARTICLE 9: SICK LEAVE**

8 **9.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees  
9 (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of  
10 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per  
11 month. The employee is not entitled to sick leave if not previously earned.

12 **9.1.1 Sick Leave Accruals for 7-10** - A regular employee assigned to a 7-10 work schedule  
13 as of January 1, 1996 will accrue sick leave in proportion to the relationship his/her basic work week  
14 bears to forty (40) hours; however, if the employee moves off the 7-10 work schedule to any other  
15 work schedule, the employee will only be able to accrue sick leave as provided under Section 9.1  
16 regardless if the employee later returns to a 7-10 work schedule. However, an eligible employee under  
17 this provision who involuntarily moves off the 7-10 work schedule and later returns to the 7-10  
18 schedule will again be eligible for the 7-10 accrual rate provided herein.

19 **9.2 Vacation as an extension of Sick Leave** - During the first six (6) months of service in a  
20 leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any  
21 accrued days of vacation leave as an extension of sick leave. Employees may have additional rights to  
22 use vacation leave for qualifying reasons under the Washington Family Care Act. If an employee does  
23 not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must  
24 be reimbursed to the County upon termination.

25 **9.3 Partial Day Increments** - Approved sick leave will be used in one quarter (1/4) hour  
26 increments.

27 **9.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by a  
28 leave eligible employee.

1           **9.5 Restoration following Separation** - Separation from employment except by reason of  
2 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave  
3 eligible employee as of the date of separation. Should a regular employee resign in good standing, be  
4 laid off or separated for non-disciplinary medical reasons and return to County employment within two  
5 (2) years, his/her accrued sick leave will be restored.

6           **9.6 Pay upon Separation** - A regular or probationary (who has previously achieved career  
7 service status) employee who has successfully completed at least five (5) years of County service and  
8 who retire as a result of length of service or who separates by reason of death will be paid, or his/her  
9 estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of  
10 his/her unused, accumulated sick leave multiplied by the employee's base rate of pay in effect upon the  
11 date of leaving County employment, less mandatory withholdings.

12           **9.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick  
13 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under  
14 the County's workers compensation program, then the employee has the option to augment or not  
15 augment time loss payments with the use of accrued sick leave.

16           **9.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee  
17 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
18 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty  
19 (80) hours of accrued sick leave.

20           **9.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
21 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
22 by his/her manager/designee.

23           **9.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

28           1. An employee injured on the job may not simultaneously collect sick leave

1 and worker's compensation payments in a total amount greater than the regular pay of the employee;  
2 though an employee who chooses not to augment his/her worker's compensation time loss pay  
3 through the use of sick leave will be deemed on unpaid leave status;

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

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

10                  C. Exposure to contagious diseases and resulting quarantine.

11                  D. An employee's temporary disability caused by or contributed to by pregnancy and  
12 childbirth.

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

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

17                  G. To care for other family members, if:

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

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

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

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

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

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

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

8                   **9.11 Unpaid Leave** Unpaid leave for KCFML or FMLA qualifying reasons maybe taken  
9 pursuant to Section 9.16 below. The leave may be continuous, which is consecutive days or weeks,  
10 or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject to the  
11 following conditions:

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

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

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

23                   **9.11.1 Concurrent Time** - Use of donated leave will run concurrently with the eighteen (18)  
24 workweek family medical leave entitlement.

25                   **9.11.2 Insurance Premiums** - The County will continue its contribution toward health care  
26 during any unpaid leave taken under Section 9.11.

27                   **9.11.3 Return to Work from Unpaid Leave** - An employee who returns from unpaid family  
28 or medical leave within the time provided in this Article is entitled, subject to layoff provisions, to:



- 1           A. The same position s/he held when the leave commenced; or  
 2           B. A position with equivalent status, benefits, pay and other terms and conditions of  
 3 employment; and  
 4           C. The same seniority accrued before the date on which the leave commenced.

5           **9.11.4 Failure to Return to Work** - Failure to return to work by the expiration date of the  
 6 leave of absence may be cause for removal and result in termination of the employee from County  
 7 service.

8           **9.12 Provider Certification** - The manager/dcsignee and employee is responsible for the  
 9 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
 10 be reasonably required to substantiate the health condition of the employee or family member for  
 11 leave requests.

12           **9.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted or  
 13 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,  
 14 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of  
 15 self care because of mental or physical disability.

16           **9.14 Term-Limited Temporary Employees** - A term-limited temporary employee who  
 17 contiguous with his/her employment becomes a regular employee shall have his/her accrued sick  
 18 leave accruals carry over with such regular appointment.

19           **9.15 Family Leave** - Employees may use available paid leave, including accrued vacation  
 20 and sick leave, to care for a family member in accordance with RCW 49.12.270.

21           **9.16 KCFML/FMLA Concurrency** - Consistent with County Code section 3.12.221, King  
 22 County Family and Medical Leave will run concurrently with federal and state family and medical  
 23 leave laws, and King County's Paid Parental Leave, to the fullest extent permitted by law.

24 **ARTICLE 10: PAID LEAVES**

25           **10.1 Donation of Leaves** - Donation of vacation leave hours and donation of sick leave  
 26 hours.

27           **A. Vacation leave hours**

28           **1. Approval Required** - An employee eligible for paid leave may donate a

1 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such  
2 donation will occur upon written request to and approval of the donating and receiving employee's  
3 department director(s), except that requests for vacation donation made for the purposes of  
4 supplementing the sick leave benefits of the receiving employee will not be denied unless approval  
5 would result in a departmental hardship for the receiving department.

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

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

15                   **B. Sick leave hours**

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

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

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

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

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

9           **10.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for  
10 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,  
11 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)  
12 days paid leave provided;

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

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

21           **10.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out above  
22 in excess of five (5) working days will be subject to the terms of this Agreement.

23           **10.3 Bereavement Leave**

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

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

1 immediate family.

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

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

8           **10.4 School Volunteers** - An employecc eligiblc for paid leave will be allowed the use of up  
9 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
10 school attended by the employee's child provided; an employee requesting to use sick leave for this  
11 purpose will submit such request in writing specifying the name of the school and the nature of the  
12 volunteer services to be performed.

13           **10.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be  
14 entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive  
15 of mileage, with the Finance and Business Operations Division of the Department of Executive  
16 Services. The employee will report back to their manager/designee when dismissed from jury  
17 service.

18           **10.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
19 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
20 This will include time required to complete any required interviews.

21           **10.7 Military Leave** - A leave of absence for active military duty or active military training  
22 duty will be granted to eligible employees in accordance with applicable provisions of state and/or  
23 federal law; provided, that a request for such leave shall be submitted to the manager/designee in  
24 writing by the employee and accompanied by a validated copy of military orders ordering such active  
25 duty or active training duty.

26           **10.8 Paid Parental Leave** - Paid parental leave shall be granted to Employees pursuant to King  
27 County Code Section 3.12.221, for the birth of an Employee's child, the Employee's adoption of a  
28 child, or the foster-to-adopt placement of a child with the Employee.

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

2       **11.1 Maintenance of Benefits** - King County presently participates in insured medical,  
3 dental, vision, and life insurance programs. The plan designs and plan features for the insured  
4 benefits are negotiated in the Joint Labor Management Insurance Committee (JLMIC) comprised of  
5 representatives of the County and labor organizations, including the Union. The Union participates  
6 on the JLMIC. The benefits agreement for 2017 and 2018 is attached as Addendum B. The Union  
7 agrees to sign the benefits agreement and be bound by its terms and conditions, including any  
8 changes the JLMIC makes pursuant to the benefit agreement.

9       **11.2 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall  
10 continue to provide medical insurance coverage pursuant to the JLMIC cost share provisions for active  
11 employees and their dependents for those months they are unable to work due to an on-the-job injury or  
12 on-the-job illness and are receiving no sick leave or vacation benefits. The total number of months of  
13 medical insurance coverage provided for under this Article shall not exceed twelve (12) months or the  
14 number of months for which the employee continues to receive paid sick leave and/or paid vacation  
15 leave benefits, whichever is the greater.

16 **ARTICLE 12: SENIORITY - LAYOFF AND RECALL**

17       **12.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority  
18 as hereinafter defined for the purposes specifically provided for within this Agreement.

19       **12.2 Probation** - An employee will be recognized as having attained seniority and regular  
20 employee status when such employee has completed a probation period equivalent of six (6) months  
21 worked in a career service position based on a full-time work schedule in a classification covered by  
22 this Agreement. Upon completion of the probation period the employee will be assigned a  
23 classification seniority date which will be the date when s/he first commenced his/her probation for that  
24 classification. An employee working less than a full-time work schedule will have his/her probation  
25 prorated based on the full-time work schedule for the work unit.

26       **12.2.1 Resumption of Probationary Period Upon Recall From Layoff** - In the event a  
27 regular employee is laid off during his/her probation period and is subsequently recalled to his/her  
28 classification within ninety (90) calendar days from the date of layoff, s/he will be credited with all

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

3 **12.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will  
4 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee  
5 who is unable to work because of a non-work related injury or illness will not accumulate seniority  
6 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is  
7 on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to  
8 eighteen (18) workweeks of the qualified unpaid leave period.

9 **12.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an approved  
10 unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits  
11 during such absence except as provided under Section 12.3.

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

16 **12.5 Seniority will be defined as follows:**

17 • **“Classification Seniority”** will be defined as regular employee’s total length of  
18 service within a specific classification covered by this Agreement.

19 • **“Division Seniority”** will be defined as a regular employee’s total length of service  
20 within a division of a department covered by this Agreement.

21 • **“Departmental Seniority”** will be defined as a regular employee’s total length of  
22 service within a department.

23 • **“Bargaining Unit Seniority”** for purposes of this Agreement, will be defined as a  
24 regular employee’s total length of service within a classification(s) covered by this Agreement.

25 • **“County Seniority”** will be defined as a regular employee’s total length of service  
26 with the County in a career service position.

27 **12.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following causes:

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

1 resignation, retirement).

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

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

7           **12.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County  
8 will lay off the regular employee in the classification affected who has the least Classification Seniority  
9 within his/her division. Prior to any layoff, all term-limited temporary, provisional, temporary and  
10 probationary employees in the classification within the affected division of the department will be  
11 separated first. Where two (2) or more regular employees have the same Classification Seniority, the  
12 more senior employee will be the one who has the most seniority by applying the following seniority tie  
13 breakers in this order: 1) Division, 2) Department, 3) Bargaining Unit, 4) County, 5) total number of  
14 compensated straight-time hours, 6) a random method by mutual agreement between the Union and the  
15 County.

16           **12.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-  
17 force, will be permitted to use his/her classification seniority to displace or “bump out” the least senior  
18 regular employee occupying the same classification. The employee will also be permitted to use his/her  
19 bargaining unit seniority to displace or “bump out” the least senior regular employee occupying a  
20 classification within which the bumping regular employee had previously attained seniority status.  
21 Regular employees in the Parks Division, who were in a classification covered by this Agreement prior  
22 to January 1, 1992 will accrue seniority as of January 1, 1992 for the purpose of being able to exercise  
23 their bumping rights as provided under this Article.

24           **12.8.1 Displaced Employees** - A regular employee who becomes displaced due to another  
25 regular employee’s exercise of Section 12.8, will also be afforded the right to displace or “bump out”  
26 the least senior regular employee in a similar manner.

27           **12.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be  
28 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the

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

5 **12.10 Step Placement Upon Recall from Layoff** - Employees who have been laid off in  
6 their classification and continue to be employed by King County shall use their total County seniority  
7 for placement in the wage progression when recalled to the classification from which they were laid  
8 off. It shall be the employee's responsibility to notify the County in writing upon return to their  
9 classification if they have not been placed appropriately on the wage progression. Such notification  
10 shall take place within forty-five (45) days of receipt of their first pay check or the back wages shall  
11 be forfeited.

## 12 **ARTICLE 13: MISCELLANEOUS**

13 **13.1 Seniority Lists** - The County will transmit to the Union a current listing of all  
14 employees in February and August of each year. Such list will indicate the name of the employee,  
15 job classification, classification seniority date and work unit.

16 **13.2 Contracting of Work** - The County will not contract out work which the members of  
17 the Union have historically performed unless it is required by law or is a business necessity due to an  
18 emergency situation or to augment the workforce on a short-term, temporary basis. Except for  
19 emergency situations, the County will provide notice to the Union of its intent to contract out and,  
20 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under  
21 no circumstance will the County agree to any long-term or permanent contracting out of bargaining  
22 unit work. Nothing in this provision will limit what the County has historically contracted out, and  
23 no jobs will be eliminated due to contracting out.

24 **13.3 Election to Union Office** - An employee elected or appointed to an office in the Union  
25 which requires a part or all of his/her time will be given an unpaid leave of absence up to one (1) year  
26 without pay upon written application.

27 **13.4 Mileage Reimbursement** - All employees who have been authorized to use their own  
28 transportation on County business will be reimbursed at the rate established by County ordinance.



1           **13.5 Road and River Improvement Employees** - All County Road and River Improvement  
2 employees will be allowed pay from time of reporting to a designated headquarters and will end when  
3 the employee returns from the field to such headquarters.

4           **13.6 Rain Gear** - The County will provide rain gear for all employees working in inclement  
5 weather as needed.

6           **13.7 Safety Footwear**

7                   **A. Solid Waste and** - For employees who are required to wear specific safety  
8 footwear, the County will reimburse up to one-hundred-fifty dollars (\$150) yearly per employee.  
9 Employees will be responsible to purchase the required footwear, and submit an Expense Claim Form  
10 and receipt.

11                   **B. Roads** - For employees who are required to wear specific safety footwear, the  
12 County will provide employees a yearly stipend of one-hundred-fifty dollars (\$150).

13                   **C. Parks** - For employees who are required to wear specific safety footwear, the  
14 County will continue to purchase footwear for employees via P-Cards with a value up to \$150 per  
15 calendar year.

16                   **D. Retroactive Application** - Employees who were not reimbursed for or did not  
17 have footwear provided from 2015 to present will receive a one-time lump sum payment for calendar  
18 years 2015, 2016 and 2017, based on the years in which they were employed in the bargaining unit,  
19 approximately two pay periods following full adoption of an ordinance ratifying this agreement.  
20 Employees who did receive reimbursement in any years will only receive the difference in that  
21 amount from the \$150 per calendar year requirement.

22                   **E. No Rollover** - The \$150 per calendar value of this benefit may not be rolled over  
23 into any following calendar year.

24           **13.8 Bulletin Boards** - The County agrees to permit the Union shop stewards and business  
25 representatives to post on designated County bulletin boards the announcement of meetings, election of  
26 officers, and other Union material; provided, there is sufficient space beyond what is required by the  
27 County for normal business operations.

28           **13.9 Shop Stewards** - Shop stewards may conduct representational responsibilities including

1 attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled shift,  
2 without a loss of regular compensation, if excused from work by the employee's manager/designee.

3 **13.10 Safety** - The County, Union and employees agree to comply with all applicable safety  
4 laws and regulations. In the event an employee discovers or identifies an unsafe condition s/he will  
5 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe  
6 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

7 **13.11 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible  
8 employees for the term of this Agreement.

9 **13.12 Apprenticeship Utilization** - By mutual agreement, the County and the Union agree to  
10 enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice hiring  
11 within the Union having established Apprenticeship Programs. Such apprentice hiring will conform to  
12 the individual Apprenticeship Standards, and apprentices hired will be term limited temporary  
13 employees.

14 **13.13 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to  
15 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular  
16 employees within the classification within the bargaining unit. Any regular member of the bargaining  
17 unit holding a position within the same classification as that of the vacant position will be given the  
18 opportunity to apply for the position. The appointment will be made to the applicant who the County  
19 determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and  
20 ability of the applicants are equal, the position will be awarded on the basis of classification seniority.  
21 This provision is not applicable to employees who hold a different employment status (i.e., part-time  
22 and full-time) than that of the vacant position in the classification.

23 **13.14 Loan-in / Loan-out - Roads Division**

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

28 B. If there is no legitimate business reason for selecting certain employees to be

1 loaned-out, the supervisor will first determine if there are volunteers. If there are more volunteers  
2 than needed, the loan-out will be offered first to the employee with the most bargaining unit seniority.

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

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

7 D. Employees loaned-out to another work group are eligible for scheduled weekend  
8 overtime in that work group as long as their regularly scheduled work hours in that work group total  
9 20 hours or more during that week. An employee, who is not scheduled for weekend overtime work  
10 in the loan-out workgroup, remains eligible for scheduled weekend overtime in his/her regularly  
11 assigned workgroup. If there is scheduled overtime in both the loan-out group and regularly assigned  
12 workgroup, the loan-out group takes precedent.

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

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

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

25 **13.15 Personnel Files** - Employees shall be allowed to make written responses to any  
26 materials which are in their personnel files, and such responses shall be maintained in their personnel  
27 files. Employees shall have the right to examine and receive a photocopy of any part of their  
28 personnel file upon request during normal business hours. All Letters of reprimand shall not be used

1 for purposes of progressive discipline after three years.

2 **13.16 AVL, Cameras, and Card Readers**

3 A. The County agrees not to solely rely on AVL data, camera footage, or card reader  
4 data as the basis for discipline.

5 B. The County expressly agrees that any real time viewing of data is for operational  
6 reasons and will not be used for surveillance of employees for the purpose of performance monitoring  
7 or disciplinary action.

8 C. The County will not request copies of AVL data, camera footage, or card reader  
9 data from IT for the purpose of disciplinary action unless it has a documented good-faith reason to do  
10 so, based upon a reasonable suspicion an employee has committed an offense that could result in  
11 discipline. The County agrees not to request or view AVL data, camera footage or card reader data,  
12 without any other evidence, involving an employee who may have committed a violation of some  
13 rule or policy which could result in disciplinary action (no fishing expeditions). The HR Manager or  
14 Employee and Labor Relations Representative for the Division must approve any such request.

15 D. If the County is aware of and is intending to use AVL data, camera footage, or  
16 card reader data, as defined in (A) and (C) in an investigation, the employee and the Union shall have  
17 the right to view the AVL data, camera footage, or card reader data, before an investigatory  
18 interview. If the County refuses to show the employee and the Union the AVL data, camera footage,  
19 or card reader data, upon request before conducting an investigatory interview, the data or camera  
20 footage shall not be used as evidence in any manner related to discipline. Furthermore, the AVL  
21 data, camera footage, or card reader data, also shall not be used as evidence under just cause and may  
22 not be introduced as evidence during any step of the grievance procedure, including arbitration.

23 E. The County agrees to comply with requests from the Union for AVL data, camera  
24 footage, or card reader data, where discipline or the potential to issue discipline exists.

25 **ARTICLE 14: GRIEVANCE PROCEDURE**

26 **14.1 Purpose** - The County and the Union recognize the importance and desirability of settling  
27 grievances promptly and fairly in the interest of continued good employee relations and morale. In  
28 furtherance of this objective, the County and the Union will extend every effort to settle grievances at

1 the lowest possible level of supervision.

2       **14.2 No Discrimination** - Employees will be unimpeded and free from restraint, interference,  
3 coercion, discrimination or reprisal in seeking adjudication of their grievances.

4       **14.3 Grievance Definition** - A grievance will be defined as an issue relating to the  
5 interpretation and application of rights, benefits, or conditions of employment as contained in this  
6 Agreement.

7       **14.4 Exclusive Representative** - The Union will not be required to press employee grievances  
8 if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement  
9 of any grievance, including hearings and final decision of any Arbitrator, the Union will be the  
10 exclusive representative of the employee.

11       **14.5 Access to Grievance Procedure** - Employees, whether Union members or not, will have  
12 no independent unilateral privilege or right to invoke the grievance procedure; however, an employee's  
13 complaint may be presented to his/her supervisor. If the issue is not resolved, it may be referred to  
14 Step 1.

15       **14.6 A. Step 1** - A grievance will be presented in writing by the shop steward or the Union  
16 representative within ten (10) work days of the occurrence or knowledge of such grievance to the  
17 employee's immediate supervisor; except, grievances filed on discipline issues can be filed directly at  
18 Step 2. The written grievance will describe the event or circumstances being grieved, the provision(s)  
19 of this Agreement that have allegedly been violated and the remedy sought. The supervisor will  
20 attempt to adjust the matter with the Union representative and notify the same within ten (10) work  
21 days after receipt of the grievance. If the shop steward/Union representative does not pursue the  
22 grievance to  
23 Step 2 within ten (10) work days after receiving the supervisor's written decision, the grievance will be  
24 presumed resolved.

25       **B. Step 2** - The grievance will be presented in writing to the manager/designee for  
26 investigation, discussion and written reply. The manager/designee will meet with the employee and  
27 Union to discuss the grievance within ten (10) work days of the receipt of the Step 2 grievance. The  
28 manager/designee will issue a written decision to the employee and the Union within ten (10) work

1 days following the discussion. If the Union does not pursue the grievance to Step 3 within ten (10)  
2 work days after receiving the manager/designee written decision, the grievance will be presumed  
3 resolved.

4 **C. Step 3** - The grievance will be presented in writing to the Director of Labor  
5 Relations/designee for a Step 3 meeting. The Director of Labor Relations/designee shall meet within  
6 ten (10) work days after receipt of the appeal to Step 3 and attempt to resolve the grievance. The  
7 Director of Labor Relations/designee shall provide a written decision to the Union within ten (10)  
8 work days after the Step 3 meeting. In the event the dispute is not resolved by the Director of Labor  
9 Relations/designee the Union will have ten (10) days following receipt of the written decision in  
10 which to request mediation or arbitration

11 **14.7 Arbitration** - Should the Step 3 decision not resolve the grievance, either the County or  
12 the Union may make a written request of the other party for arbitration within thirty (30) calendar days  
13 following the written decision. The written request for arbitration must specify the exact question to be  
14 arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

15 **14.7.1 Selection Process** - The representatives for the parties will select a third disinterested  
16 party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to  
17 serve as an arbitrator within 30 calendar days, then the arbitrator will be selected from a panel of seven  
18 (7) names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be  
19 selected from the list by both the County representative and the Union representative each alternately  
20 striking a name from the list until only one name remains. The remaining name will serve as the  
21 arbitrator. If either party does not participate in the striking of names within ten (10) working days of  
22 receiving the list, the other party shall have the right to select the arbitrator for the list of arbitrators  
23 provided. The arbitrator, under voluntary labor arbitration rules of the (FMCS), will be asked to render  
24 a decision promptly and the decision of the arbitrator will be final and binding upon all parties to the  
25 dispute.

26 **14.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to, subtract  
27 from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new  
28 agreements, but will have the power only to apply and interpret the provisions of this Agreement in

1 reaching a decision.

2       **14.7.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally by the  
3 County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will  
4 be paid equally by the County and the Union. Each party will pay the full costs and fees of its  
5 representatives and any witnesses appearing on its own behalf, regardless of the outcome of the  
6 arbitration.

7       **14.8 Timelines** - Work days are defined as regular County business days, Monday through  
8 Friday, excluding holidays recognized under this Agreement. Timelines under this Article may be  
9 extended by mutual agreement of the parties responsible for addressing the grievance at each step.  
10 Unless mutually agreed between the parties responsible for addressing the grievance at each step no  
11 grievance step may be by-passed.

12       **14.9 Mediation** - Either party can request mediation of the other party prior to arbitration. If  
13 both parties agree to mediation an impartial and mutually agreed upon mediation service will be used  
14 to mediate the grievance. In the event that the grievance is not resolved in mediation either party may  
15 proceed to arbitration.

16       **14.10** The provisions of this Article will not apply to probationary, temporary, provisional  
17 and term-limited temporary employees who are employed at will if they are disciplined or  
18 discharged.

19       **14.10.1** An employee who does not successfully complete the probationary period following  
20 transfer or promotion may be restored to his/her former position at the discretion of the employee's  
21 appointing authority.

22       **14.11 Resolutions are Final and Binding** - The disposition and/or settlement of any grievance  
23 or other matter in dispute as determined by and between the Union and the County will be final and  
24 binding upon all parties to the dispute.

## 25 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

26       **15.1 Work Stoppages** - The County, the Council, and the Unions agree that the public interest  
27 requires efficient and uninterrupted performance of all County services and to this end pledge their best  
28 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions will not

1 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any  
2 customarily assigned duties, sick leave absence which is not bona fide or other interference with  
3 County functions by employees under this Agreement and should same occur, the involved Union will  
4 take appropriate steps to end such interference. Any concerted action by any employee in any  
5 bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred  
6 contrary to the provisions of this Agreement. Being absent without authorized leave will be considered  
7 as an automatic resignation. Such a resignation may be rescinded by the department head if the  
8 employee presents satisfactory reasons for their absence within three (3) calendar days of the date his  
9 automatic resignation became effective.

10 **15.2 Employer Protection** - Upon notification in writing by the County to the Union that any  
11 of its members are engaged in a work stoppage, the Union will immediately, in writing, order such  
12 members to immediately cease engaging such work stoppage and provide the County with a copy of  
13 such order. In addition, if requested by the County, a responsible official of the Union will publicly  
14 order such Union members to cease engaging in such work stoppage.

15 **15.3 Discipline** - Any employee participating in such work stoppage or in other ways  
16 committing an act prohibited in this Article will be subject to disciplinary action in accordance with the  
17 County's work rules up to and including discharge, suspension, or other disciplinary action as may be  
18 deemed applicable to such employee.

#### 19 **ARTICLE 16: WAIVER CLAUSE**

20 **16.1** The parties acknowledge that each has had the unlimited right within the law and the  
21 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
22 collective bargaining. The results of the exercise of that right and opportunity are set forth within this  
23 Agreement. Therefore, the County and the Union for the duration of this Agreement, each agree to  
24 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically  
25 referred to or covered in this Agreement.

#### 26 **ARTICLE 17: SAVINGS CLAUSE**

27 **17.1** Should any part hereof or any provisions herein contained be rendered or declared invalid  
28 by reason of any existing or subsequently enacted legislation or by any decree of a court of competent



1 jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the  
2 remaining portions hereof; provided however, upon such invalidation the parties will meet and  
3 negotiate such parts or provisions affected. The remaining parts or provisions will remain in full force  
4 and effect.

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1 **ARTICLE 18: DURATION**

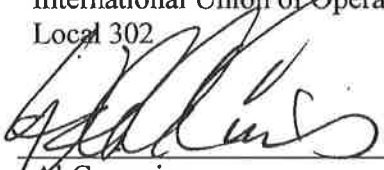
2 **18.1 Duration** - This Agreement will become effective upon full and final ratification and  
3 approval by formal requisite means by the King County Council and will continue in full force and  
4 effect through December 31, 2018.

5 **18.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by  
6 either party by providing to the other written notice of its intention to do so at least sixty (60) days prior  
7 to December 31, 2018.

8  
9 APPROVED this 20 day of SEPTEMBER, 2017.

10  
11  
12 By:   
13  
14 King County Executive

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16  
17  
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19  
20 International Union of Operating Engineers Union  
Local 302

21   
22  
23 Al Cummins  
Business Representative

**MEMORANDUM OF AGREEMENT****BETWEEN****KING COUNTY****AND****INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302****Subject: Union Pension Trust**

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

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

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

3. Final leave balance pay-out checks to employees who have left County employment will not include the \$1.00/hour wage deduction, and no payment shall be made from the County to the Union pension plan from these final leave balance pay-out checks

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

cba Code: 351

**Addendum A**  
**International Union of Operating Engineers**  
**Local 302**  
**Wage Addendum**  
**2015**

Union Code: Y1

18590

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
9324100	934201	Equipment Operator	47	26.5246	27.8131	29.1641	30.5807	32.0662
8501100	852101	Landfill Gas Operator I	51	29.1640	30.5806	32.0660	33.6237	35.2570
8501200	852201	Landfill Gas Operator II	59	35.2572	36.9699	38.7658	40.6489	42.6235
8503100	853501	Pump Plant Operator	45	25.2959	26.5247	27.8132	29.1642	30.5808
9411100	941002	Solid Waste Preventive Maintenance Specialist	46	25.9030	27.1613	28.4807	29.8641	31.3147
9203100	924101	Vegetation Specialist	47	26.5246	27.8131	29.1641	30.5807	32.0662
7540200	756201	Wastewater Treatment Operator	51	29.1640	30.5806	32.0660	33.6237	35.2570
7540400	756401	Wastewater Treatment Senior Operator in Charge	59	35.2572	36.9699	38.7658	40.6489	42.6235

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

**Addendum A**  
**International Union of Operating Engineers**  
**Local 302**  
**Wage Addendum**  
**2016**

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
9324100	934201	Equipment Operator	47	27.1219	28.4393	29.8207	31.2693	32.7883
8501100	852101	Landfill Gas Operator I	51	29.8208	31.2694	32.7884	34.3811	36.0511
8501200	852201	Landfill Gas Operator II	59	36.0512	37.8024	39.6387	41.5642	43.5832
8503100	853501	Pump Plant Operator	45	25.8653	27.1218	28.4392	29.8206	31.2692
9411100	941002	Solid Waste Preventive Maintenance Specialist	46	26.4862	27.7728	29.1218	30.5364	32.0198
9203100	924101	Vegetation Specialist	47	27.1219	28.4393	29.8207	31.2693	32.7883
7540200	756201	Wastewater Treatment Operator	51	29.8208	31.2694	32.7884	34.3811	36.0511
7540400	756401	Wastewater Treatment Senior Operator in Charge	59	36.0512	37.8024	39.6387	41.5642	43.5832

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

cba Code: 351

**Addendum A  
International Union of Operating Engineers  
Local 302  
Wage Addendum  
2017**

Union Code: Y1

18590

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
9324050	934101	Equipment Operator In-Training	47	27.7327	29.0799	30.4925	31.9737	33.5269
9324100	934201	Equipment Operator*	50	29.7777	31.2242	32.7410	34.3314	35.9991
9324200	934300	Equipment Operator-Lead**	54	32.7410	34.3314	35.9991	37.7478	39.5814
8501100	852101	Landfill Gas Operator I	51	30.4924	31.9736	33.5268	35.1554	36.8631
8501200	852201	Landfill Gas Operator II	59	36.8630	38.6536	40.5313	42.5002	44.5647
8503100	853501	Pump Plant Operator	45	26.4480	27.7328	29.0800	30.4926	31.9738
9411100	941002	Solid Waste Preventive Maintenance Specialist	46	27.0828	28.3984	29.7779	31.2244	32.7412
9203100	924101	Vegetation Specialist	47	27.7327	29.0799	30.4925	31.9737	33.5269
7540200	756201	Wastewater Treatment Operator	51	30.4924	31.9736	33.5268	35.1554	36.8631
7540400	756401	Wastewater Treatment Senior Operator in Charge	59	36.8630	38.6536	40.5313	42.5002	44.5647

**\*Equipment Operator Range Prospective from Adoption of CBA**

**\*\*Designated 4-10 Assignment in Solid Waste Division**

**Addendum A  
International Union of Operating Engineers  
Local 302  
Wage Addendum  
2018**

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
9324050	934101	Equipment Operator In-Training	47	28.2180	29.5888	31.0261	32.5332	34.1136
9324100	934201	Equipment Operator*	50	30.2988	31.7706	33.3140	34.9322	36.6291
9324200	934300	Equipment Operator-Lead**	54	33.3140	34.9322	36.6291	38.4084	40.2741
8501100	852101	Landfill Gas Operator I	51	31.0260	32.5331	34.1135	35.7706	37.5082
8501200	852201	Landfill Gas Operator II	59	37.5081	39.3300	41.2406	43.2440	45.3446
8503100	853501	Pump Plant Operator	45	26.9108	28.2181	29.5889	31.0262	32.5333
9411100	941002	Solid Waste Preventive Maintenance Specialist	46	27.5567	28.8954	30.2990	31.7708	33.3142
9203100	924101	Vegetation Specialist	47	28.2180	29.5888	31.0261	32.5332	34.1136
7540200	756201	Wastewater Treatment Operator	51	31.0260	32.5331	34.1135	35.7706	37.5082
7540400	756401	Wastewater Treatment Senior Operator in Charge	59	37.5081	39.3300	41.2406	43.2440	45.3446

**\*Equipment Operator Range Prospective from Adoption of CBA**

**\*\*Designated 4-10 Assignment in Solid Waste Division**

**ADDENDUM B**

**MEMORANDUM OF AGREEMENT**  
**Regarding Insured Benefits**  
**January 1, 2017 through December 31, 2018**  
**For Represented Benefits-Eligible Employees**  
**By and Between King County**

**And**

**International Union of Operating Engineers, Local 302 (Equipment Operators -  
Departments: Natural Resources and Parks, Transportation)**

WHEREAS, certain designated representatives of King County ("County") and the Unions signatory to this Memorandum of Agreement ("Agreement") have agreed to participate in negotiations as members of the Joint Labor Management Insurance Committee ("JLMIC") for the purposes of negotiating the plan provisions and funding of the County's fully insured and self-insured medical, dental, vision, disability, accidental death and dismemberment, and life insurance programs ("insured benefits"); and

WHEREAS, the County and the Unions signatory hereto have agreed to a format for funding and negotiating plan provisions to meet the anticipated cost increases associated with providing insured benefits to represented, benefits-eligible employees; and

WHEREAS, it is the policy objective of the County that a sustainable compensation package be achieved by reducing the year-over-year growth rate of the county's overall employee compensation budget to align with the county's population-adjusted inflation rate; and

WHEREAS, the total compensation budget includes, but is not limited to, adopted expenditures for all wages, leaves, retirement contributions, and insured benefits for active employees; and

WHEREAS, the County provides total compensation in a manner that is sustainable and enables it to recruit and retain quality employees; and

WHEREAS, the County and the Unions agree that for the term of this Agreement, insured benefits will include a wellness program, a Health Maintenance Organization Plan ("HMO"), and a Preferred Provider Organization Plan ("PPO"); and

WHEREAS, the JLMIC agrees to explore options that incent benefits-eligible employees to choose health care that is more effective and produces better health outcomes;



## ADDENDUM B

NOW THEREFORE, having bargained in good faith, the JLMIC hereby agrees to the following:

1. **Scope of Agreement.** This Agreement shall apply to all county employees represented by the Unions signatory hereto ("the Parties"), with the exception of employees represented by the Amalgamated Transit Union, Local 587, and the King County Police Officers' Guild. In addition, this Agreement shall apply to any non-represented County employees identified by Council to be treated in the same way as the represented employees covered by this Agreement. All employees to which this Agreement applies shall be referred to as "JLMIC-Eligible Employees."
2. **Continuation of JLMIC Protected Fund Reserve.** The balance of the 2016 JLMIC Protected Fund Reserve ("PFR") shall be carried over to this Agreement and the PFR shall continue to be maintained solely for the purpose of funding, providing and maintaining insured benefits, and providing a reserve fund to self-insure against unanticipated increases to the cost of those insured benefits for JLMIC-Eligible Employees. It is expressly agreed that no funds from the PFR shall at any time be used for any other purpose. It is further agreed that the County and organizations handling PFR funds have a responsibility to ensure that PFR funds are being used solely on behalf of JLMIC-Eligible Employees.
3. **County Funding Rate.**
  - A. **2017.** Commencing on January 1, 2017, the County shall maintain the same funding rate contributed in 2016 (i.e., \$1,465 per month) on behalf of each JLMIC-Eligible Employee.
  - B. **2018.** Commencing on January 1, 2018, the County shall contribute four percent (4%) more than was contributed in the prior year (i.e., \$1,524 per month) on behalf of each JLMIC-Eligible Employee.
4. **Insufficient County Funding.** To the extent that the County's funding rate identified in Paragraph 3, and other yearly non-funding rate revenue (e.g., interest earnings, participant benefit access fees, and other plan participant contributions such as COBRA payments), attributed proportionally to JLMIC-Eligible Employees, are at any time inadequate to fully fund the cost of providing insured benefits for JLMIC-Eligible Employees, the parties agree that the PFR will be used to fund the difference until such time as the PFR is exhausted.
5. **Excess County Funding.** To the extent that the County's funding identified in Paragraph 3, and other yearly non-funding rate revenue, attributed proportionally to JLMIC-Eligible Employees, provide greater funding than is necessary to fully fund the cost of insured benefits for JLMIC-Eligible Employees, the Parties agree that the excess shall be added to the PFR.

## ADDENDUM B

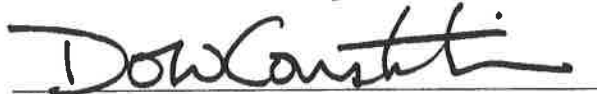
- 6. Health and Welfare Plan Provisions.** Insured benefits provisions for JLMIC-Eligible Employees during the term of this Agreement shall be as described in Attachments A and B, including but not limited to maintaining the 2016 JLMIC-Eligible Employees' out-of-pocket costs for the PPO Plan and HMO Plan, unless otherwise modified by the Parties or modified pursuant to the terms of this Agreement. The parties hereby agree to make the following modifications:
- a. Effective January 1, 2018, the definition of domestic partner shall be conformed to match State law;
  - b. Effective January 1, 2017, the JLMIC will no longer subsidize the cost of medical benefits for those eligible for early retirement; provided that, if the Affordable Care Act is repealed or substantially modified, the parties agree to reopen negotiations to address this Section 6(b).
- 7. Modification to Plan Provisions and Administration of Protected Fund Reserve.** The JLMIC is hereby empowered to negotiate and implement modifications to insured benefits for JLMIC-Eligible Employees during the term of this Agreement. The JLMIC will negotiate any changes to plan provisions and/or supplemental premium funding methodology to be effective on January 1 of the following calendar year.
- 8. Supplemental Medical Plans and Healthy Incentives.** During the term of this Agreement, the JLMIC will add supplemental plan options beyond the PPO Plan and the HMO Plan for the 2018 benefit year. In addition, the JLMIC agrees to negotiate changes to the Healthy Incentives program to be effective for the 2018 benefit year; provided that, in the absence of agreement to the contrary, the County will absorb any additional cost above the status quo 2016 cost associated with those changes for the life of this Agreement.
- 9. Scope and Purpose of the Annual Reconciliation Meeting.** The JLMIC will convene a "true-up meeting" no later than April 15 of each calendar year to review the insured benefits expenditures for the prior year, projected expenditures for the current and future year(s), plan provisions, and any other information or factors that the JLMIC deems relevant.
- 10. Dispute Resolution.** If at any time during the term of this Agreement, the PFR is projected to fall below fifteen million dollars (\$15,000,000), the JLMIC must consider plan changes and may consider other funding options to be implemented by the following January 1. If the JLMIC is unable to reach agreement on such modifications by June 1 of any calendar year, the matter will be submitted to a panel of three (3) subject matter experts ("Panel") for final and binding resolution, whose decision must be issued no later than August 15 of the same calendar year. The Panel shall be comprised of one expert selected by the County, one expert selected by the Unions signatory hereto, and one expert selected jointly by the two selected partisan experts. The Parties agree to cooperate to present relevant information to the Panel in sufficient time for the Panel to issue a decision by August 15. The Panel shall be empowered to make plan design

**ADDENDUM B**

changes and/or add employee premium share and/or County contribution increases. The costs of the Panel shall be shared equally by the Parties.

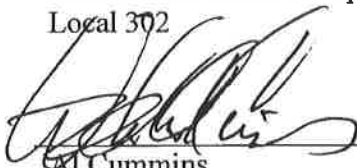
11. **Subsequent Agreement.** The Parties agree to commence negotiations for a successor insured benefits agreement (to be effective starting January 1, 2019) no later than January of 2018.
12. **Agreement To All Provisions.** This Agreement supersedes any statutory or contractual provision in any existing contract that in any way conflicts with this Agreement.
13. **Voluntary Employees Beneficiary Association (VEBA).** The County will continue to offer VEBA benefits to JLMIC-Eligible Employees consistent with the program parameters outlined in the attached Memorandum of Agreement (Attachment C).
14. **Total Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the matters covered herein, and no other agreement, statement or promise made by any party that is not included herein shall be binding or valid. This Agreement may be modified or amended only by a written agreement.
15. **Term.** This Agreement shall be in effect, upon approval of the King County Council, from January 1, 2017, through December 31, 2018.

APPROVED this 20 day of SEPTEMBER, 2017.



By: King County Executive

International Union of Operating Engineers Union  
Local 302



Al Cummins  
Business Representative

## ADDENDUM B

### Attachment A

Summary	KingCare <sup>SM</sup> Gold	KingCare <sup>SM</sup> Silver	KingCare <sup>SM</sup> Bronze
<i>Annual Deductible</i>	\$300/person \$900/family	\$600/person \$1,800/family	\$800/person \$2,400/family
<i>Coinsurance (Medical)</i>	85% network 65% out-of-network	75% network 55% out-of-network	75% network 55% out-of-network
<i>Emergency Room Copay</i>	\$200	\$200	\$200
<i>Annual Out-of-Pocket Maximum Medical (Includes deductibles and coinsurance)</i>	Network: \$1,100/person \$2,500/family Out-of-network: \$1,900/person \$4,100/family	Network: \$1,600/person \$3,800/family Out-of-network: \$2,400/person \$5,400/family	Network: \$2,000/person \$4,800/family Out-of-network: \$2,800/person \$6,400/family
<i>Retail Prescription Drug</i>	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand	\$7 generic drugs \$30 preferred brand \$60 non-preferred brand
<i>Annual Out-of-Pocket Maximum (Rx)</i>	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family	\$1,500/person \$3,000/family
<i>Lifetime Maximum</i>	No limit	No limit	No limit
<i>BAF</i>	\$100 per month	\$100 per month	\$100 per month

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## ADDENDUM B

### Attachment B

<i>Summary</i>	Group Health Gold	Group Health Silver	Group Health Bronze
<i>Annual Deductible</i>	\$0	\$0	\$0
<i>Office visit Copay</i>	\$20	\$35	\$50
<i>Network Emergency Room Copay</i>	\$100	\$100	\$100
<i>Inpatient Hospital Copay</i>	\$200 then 100%	\$400 then 100%	\$600 then 100%
<i>Annual Out-of-Pocket Maximum</i>	\$1,000/person \$2,000/family Rx copay does not count towards annual out-of- pocket max	\$2,000/person \$4,000/family Rx copay does not count towards annual out-of- pocket max	\$3,000/person \$6,000/family Rx copay does not count towards annual out-of- pocket max
<i>Retail Prescription Drug</i>	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand	\$10 generic drugs \$20 preferred brand \$30 non-preferred brand
<i>Lifetime maximum</i>	No limit	No limit	No limit

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**ADDENDUM B  
ATTACHMENT C  
MEMORANDUM OF AGREEMENT**

**By and Between**

**King County and the Joint Labor Management Insurance Committee**

**Regarding**

**HRA VEBA**

**Elections and Health Benefits for 2015 and 2016**

**For Represented Benefits-Eligible Employees**

**Whereas**, the parties have negotiated employees' participation in the Health Reimbursement Arrangement (HRA) Voluntary Employees Beneficiary Association (VEBA) Medical Reimbursement Plan for Public Employees in the Northwest since 2007; and

**Whereas**, the parties seek to clarify, update and make consistent the HRA VEBA options and elections process available to King County employees; and

**Whereas**, the parties have negotiated in good faith; now

**Therefore**, the parties hereby agree to the following HRA VEBA-related provisions:

1. The County adopted the HRA VEBA Plan in 2007. The HRA VEBA Plan is a tax-exempt trust authorized by Internal Revenue Code Section 501(c)(9). Under the IRS code requirements, if a VEBA bargaining unit opts to participate in the HRA VEBA Plan, all eligible employees in positions covered by the bargaining unit must participate. The specific VEBA funding options put in place via the agreed upon King County VEBA elections process will remain in effect for that bargaining unit, unless specific action is taken through this same process to amend or terminate it. Prior to having access to HRA VEBA contributions, the employee must complete and submit an HRA VEBA enrollment packet to Benefits, Payroll and Retirement Operations (BPROS).

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*International Union of Operating Engineers, Local 302 (Equipment Operators - Departments: Natural Resources and Parks, Transportation)*

*Joint Labor Management Insurance Committee VEBA Memorandum of Agreement*

*000U0114\_VEBA 000U0116\_HealthBenefits\_2017-2018\_Attachment C-VEBA*

*351C0117\_Addendum B\_000U0116\_HealthBenefits\_2017-2018\_Attachment C-VEBA*

*Page 1*

**ADDENDUM B**  
**ATTACHMENT C**

The following options are currently available to participating bargaining units:

**a. Sick Leave Cash Out at Retirement VEBA Option:** If a retiring employee is in a VEBA bargaining unit that has opted to participate in the HRA VEBA Plan and has elected this option, the County will transfer funds equal to that participating employee's cash out of eligible, compensable sick leave tax-free to a VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

**b. Vacation Cash Out at Retirement Option:** If a retiring employee is in a bargaining unit that has opted to participate in HRA VEBA and has elected this option, the County will transfer funds equal to fifty (50) percent of that participating employee's cash out of eligible vacation leave tax-free to an HRA VEBA trust account on that employee's behalf at his/her retirement. These funds will be transferred to the HRA VEBA account in lieu of the regular cash out to the employee, not in addition to the regular cash out. The funds in the HRA VEBA Plan will be available to the member to pay for eligible health care-related expenses after retirement. De minimis amounts under \$200 will not be subject to the HRA VEBA provisions and will be paid out directly to the employee and subject to appropriate supplemental taxes.

The following conditions (as well as any additional conditions required by law) apply to this Option:

- All benefit-eligible union members must complete HRA VEBA enrollment forms to establish HRA VEBA accounts.

**ADDENDUM B  
ATTACHMENT C**

- To access HRA VEBA contributions while an active employee, a union member must be covered by a qualified group health plan.
- If a union member opts out of King County's medical plan and is not covered under another qualified group health plan, he/she must continue to contribute \$50 a month but will be unable to access the funds until separation of employment.
- If a union member subsequently opts back into a King County medical plan (and was not covered under a qualified group health plan) then:
  - HRA VEBA funds contributed during the opt-out period may only be accessed upon separation.
  - HRA VEBA funds contributed after the opt-in period may be accessed immediately for qualified expenses.

The parties understand that the VEBA options and elections process must comply with applicable law, and options available or conditions placed on specific options may change from time to time as necessary to comply with legal and systems requirements. Should the County need to change options or process due to legal requirements or systems changes, it will so notify unions and discuss such changes in the Joint Labor Management Insurance Committee (JLMIC).

A *Qualified Group Health Plan* is defined as a health plan that meets the minimum value requirements of the Affordable Care Act (ACA) law. For example, these may include plans sponsored by an employer or group of employers, coverage through a former employer and TRICARE but do not usually include Medicare, Medicaid, Veterans Administration (VA) coverage or individual plans purchased through the Health Insurance Marketplace (exchange).

Unions opting to conduct a VEBA election must report election results for each bargaining unit to King County BPROS using the King County standardized form found on the BPROS Website. If there are discrepancies in the parties' understandings of the makeup of the individual bargaining units, the parties will meet to discuss and resolve the issue.

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*International Union of Operating Engineers, Local 302 (Equipment Operators - Departments: Natural Resources and Parks, Transportation)*

*Joint Labor Management Insurance Committee VEBA Memorandum of Agreement  
000U0114\_VEBA\_000U0116\_HealthBenefits\_2017-2018\_Attachment C-VEBA  
351C0117\_Addendum B\_000U0116\_HealthBenefits\_2017-2018\_Attachment C-VEBA  
Page 3*



**ADDENDUM B  
ATTACHMENT C**

Unions may conduct VEBA elections once per year, if they so choose. Election results must be received by King County BPROS by the last Friday in June each year, for implementation the following year. Bargaining Units that are participating in the HRA VEBA Plan and wish to terminate, or who wish to change their options, may do so via the above referenced election process and agreed upon reporting process. Union representatives must notify the King County BPROS no later than the last Friday in June of 2014 and 2015, using the County's standardized VEBA elections report form, of the VEBA Program Option election results for each County identified bargaining unit.

Bargaining units that are not currently participating in the HRA VEBA Plan may elect to participate in the HRA VEBA Plan effective January 1, 2015, by following the VEBA election and reporting process outlined in this Memorandum of Agreement.

**2. Irrevocability.** Contributions to HRA VEBA are irrevocable and will be available to provide payment for health care-related expenses incurred by the participating employee, his/her spouse, and eligible dependents until exhausted, as provided for by the terms of the HRA VEBA Plan and regardless of any subsequent changes to future contributions elected by the bargaining unit.

**3.** The parties agree that a standardized VEBA elections process is in their best interests and that they consequently may meet from time to time in JLMIC to discuss changes that may contribute to the efficiency of this process.

**4. Total Agreement.** This Agreement is the complete and final agreement on the subject of VEBA elections (in addition to any applicable collective bargaining agreement provisions) between the parties, and may be modified or amended only by a written amendment executed by all parties hereto.

**ADDENDUM B  
ATTACHMENT C**

**5. Severability.** The provisions of this Agreement are intended to be severable. If any term or provision of this Agreement is deemed illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

**6. Term.** This Agreement shall be effective January 1, 2014, through December 31, 2016, consistent with the duration of the JLMIC Benefits Agreement, and any successor to this Memorandum of Agreement is intended to track with future JLMIC Benefits Agreements.

**Memorandum of Agreement**  
**By and Between**  
**King County**  
**and**  
**International Union of Operating Engineers, Local 302 [351]**

**Subject: Training and Succession Planning Program for Employees in the Roads Division, Solid Waste Division and Parks Division**

**Background:**

1. International Union of Operating Engineers, Local 302 (Union) and King County (County) are parties to a Collective Bargaining Agreement from January 1, 2015 through December 31, 2018.
2. The Union and the County have met to discuss the need for training opportunities and need for the Roads Division and the Solid Waste Division to have a succession plan to prepare for retirements that may occur over the next five years.
3. In an effort to create a harmonious working environment doing vital work for the County, the parties have made agreements that will provide for the training of new Equipment Operators-in-Training to operate equipment. This agreement will create an opportunity for new Equipment Operators-in-Training to work in positions above for training and experience in order to compete for permanent vacancies, to fill in for absent equipment operators when necessary and only if the new Equipment Operator-in-Training is appropriately trained. Unsupervised backfill by EOs-in-Training shall be paid at the EO-in-Training, Step 8, rate of pay.

**Agreements:**

1. The parties agree that Equipment Operators-in-Training may work on an intermittent temporary basis, shadowed by Equipment Operators, unless certified according to the policy established by the training committee in number 5 below. When an Equipment Operator-in-Training is set up temporarily as defined in this agreement, the employee shall be compensated at the Equipment Operator-in-Training rate of pay that is at least five percent above his/her base rate of pay while being shadowed, and at EO-in-Training, Step 8 when operating solo. All non-training related Equipment Operator work will be performed in the following order (except during an emergency event covered by other written agreements): 1) Available FTE Regular Equipment Operators on regular or overtime, 2) Available Term Limited Temporary or Short Term Temporary Equipment Operators, 3) Available Local 302 Equipment Operators off the approved Union/County list, and 4) Equipment Operators-in-Training who are appropriately qualified and who shall be paid at EO-in-Training, Step 8.

2. Equipment Operators with temporary medical restrictions that preclude them from working as an operator may be provided transitional duty (i.e., light duty) assignments in other classifications, including Utility Worker, in accordance with King County Policy, PER 22-6 (AEP) Transitional Duty for Employees with Temporary Medical Restrictions. Dues while on light duty shall continue as normal to the base bargaining unit.

3. The County will distribute training and backfill opportunities to qualified Equipment Operators-in-Training, limited to two Equipment Operators-in-Training at any one time, unless expanded by mutual agreement. Training Opportunities shall be in full shift increments. Each individual Equipment Operator-in-Training will be limited to two years (24 months) in such intermittent, temporary assignment, unless extended by mutual agreement. Specific skills and experience levels will be assessed by management and incumbent Equipment Operators, and mutually agreed upon for each training or backfill opportunity to match Equipment Operators-in-Training with the opportunities.

4. To facilitate the training of full time regular Equipment Operators, and Equipment Operators in Training, the County will be able to utilize the Local 302 Training facility on a fee for service basis as training opportunities arise that meet the needs of each division in which Local 302 members work at the County, with approval of the Training Trust.

5. The County will endeavor to post vacant FTE Equipment Operator positions within sixty (60) days of the position becoming vacant, in Divisions where Equipment Operators-in-Training are being used. If the position will not be posted within 60 days of it becoming vacant, the County will offer to meet with the Union to discuss the reasons for the delay. After two years as an Equipment Operator-in-Training, they shall no longer be eligible to work up as an Equipment Operator-in-Training, without express written agreement between the County and the Union. Layoff and recall rights of Local 302 full time members will be honored prior to hiring from the outside or outside the bargaining unit for vacant equipment operator positions, pursuant to the CBA. No set up EOs-in-Training shall perform any work or receive training in the EO-in-Training capacity while Local 302 members are on the recall list, with the exception of an elected business representative.

A. The County also agrees to work with the Union by forming a Joint Labor-Management Committee no later than 60 days after signing this agreement, to develop the EO-in-Training training program, and will work collaboratively with the Union to ensure that those employees performing out of class work will be able to acquire experience and skills necessary to be qualified to test for vacant Equipment Operator positions, which is in the interest of all parties. The committee will be comprised of labor and management representatives, not to exceed five (5) per party. Committee action will be by consensus, and no specific quorum is required to do business. Either party may invite subject matter experts when necessary, with notice to the other party.

1. The Committee will establish the guidelines for the training program, with specific items to be agreed upon by consensus as follow:
  - a. Selection of participants in the program (with a valid CDL)
  - b. Identification of Equipment Operators to act as trainers
  - c. Hours of required training to safely operate equipment and under what

- circumstances
- d. Skills testing required to pass before operating equipment (candidates and solo)
- e. Reasons for removal from the program

6. Union representation during intermittent assignments for the training and succession planning program will be provided by Local 302. Contributions for Union Pension and Dues will be made to Local 302 for all Equipment Operator-in-Training hours worked.

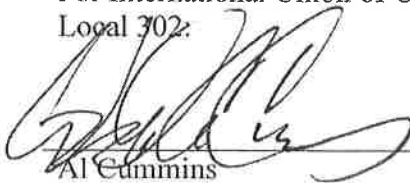
7. This agreement shall become effective upon the latest signature, and shall not be precedential for any future purpose.

8. This agreement may be cancelled by either party with 120 days written notice and an opportunity to bargain, or by mutual agreement.

9. While this agreement remains in effect, any Equipment Operator assigned to provide training to an Equipment Operator-in-Training will receive five (5%) training pay per hour spent actually training.

10. Nothing in this agreement shall limit the County's rights to hire temporary, full-time employees into the classifications represented by the Union.

For International Union of Operating Engineers,  
Local 302:

  
Al Cummins  
Business Representative

8-4-2017  
Date

For King County:

  
David E. Topaz  
Labor Relations Negotiator  
Office of Labor Relations  
King County Executive Office

8-16-17  
Date

**Memorandum of Agreement  
By and Between  
King County  
and  
International Union of Operating Engineers, Local 302 - Equipment Operators  
Departments: Natural Resources and Parks, Transportation**

**Subject: Use of members of the International Union of Operating Engineers, Local 302, to meet Critical Mission needs**

This Memorandum of Agreement (MOA) is entered into by and between the International Union of Operating Engineers, Local 302 (Union) and King County (County).

**Background**

In preparation for emergencies, specifically snow and/or ice conditions occurring during Winter months, and during times where other Critical Mission needs must be met, the King County Department of Transportation Road Services, Division is working to have at its disposal appropriately trained employees to operate road equipment (e.g., front-end loaders, graders) to assist in addressing those conditions. The intent is not to replace current members of the Union's King County bargaining unit, but rather to supplement those members so that the County can respond to such events in an expeditious manner.

**Agreement**

The parties have met and fully discussed the matter described above, and hereby agree as follows:

1. The Union and the Road Services Division have agreed to develop a procedure whereby the County can hire additional Local 302 members from the Union Hall, after first exhausting all Local 302 overtime lists pursuant to Article 6, Section 6.2 of the CBA.
  - a. Any members hired will have been vetted through both the Union's and the County's normal hiring processes, which include having completed a County employment application, having passed a drug test and having provided confirmation of possession of a Washington Commercial Driver License (CDL). The Union may use the pick of the list to determine appropriate placements into County temporary positions.

b. A list of vetted members can then be utilized by the Road Services Division when additional operators are needed. This will not prevent or eliminate the County's obligation to promptly post for full time vacant Equipment Operator positions, which shall generally be within 60 days of the vacancy.

c. Members utilized from the Union Hall will be governed by the Union's existing collective bargaining agreement with King County, except for the purposes of determining wages. Wages will be determined by the wage scale set forth in the International Union of Operating Engineers Local 302, collective bargaining agreement with the Associated General Contractors of Washington.

d. Members will be paid at the GROUP I rate as specified in the full Associated General Contractors of Washington contract wages portion of Appendix 1, Schedule "A" under wages.

e. In accordance with Appendix 1, Schedule "A", Deduction From Wages, of the Associated General Contractors of Washington contract, deductions will be made for dues check-off 2% of Gross Wages and Union Programs at \$.30 per Compensable hour and Political Programs (Voluntary) \$.05 per compensable hour.

f. Also in accordance with Appendix 1, Schedule "A", Fringe Benefits, King County agrees to pay Health & Security, Pension and Training on behalf of all Local 302 operators employed under this agreement.

g. These deductions will be made payable to:

IUOE Local 302 Trust Fund  
c/o Welfare & Pension Administration Services, Inc. (WPAS, Inc.)  
P.O. Box 34205  
Seattle, WA 98124

2. Vegetation Specialists employed in the Road Services Division will be trained to operate front end loaders (for the purpose of loading sand into dump trucks during a snow and ice event).

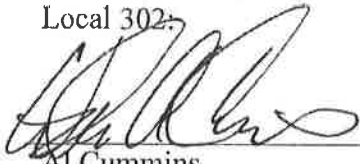
a. Vegetation Specialists will be utilized to operate front-end loaders when King County Road Services Division equipment operators are not available to do so.

3. The use of EOI's during snow and ice and critical missions will be limited to their qualifications and any restrictions contained in the Succession Planning MOA covering their use.

4. Nothing herein precludes management from taking whatever actions it deems necessary in emergencies, in accordance with Article 3, Section 3.2 of the collective bargaining agreement between King County and the Union.

5. This agreement will expire on December 31, 2018, unless extended by mutual agreement.

For International Union of Operating Engineers,  
Local 302:

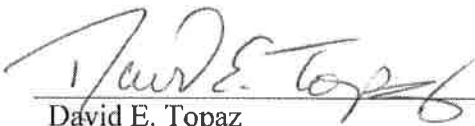


Al Cummins  
Business Representative

8-4-2017

Date

For King County:



David E. Topaz  
Labor Relations Negotiator  
Office of Labor Relations  
King County Executive Office

8-16-17

Date