

Master Labor Agreement (MLA) - Appendix 5
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Joint Units Agreement
[461]

ARTICLE 1:	PURPOSE.....	1
ARTICLE 2:	NON-DISCRIMINATION	1
ARTICLE 3:	UNION RECOGNITION AND MEMBERSHIP	1
ARTICLE 4:	MANAGEMENT RIGHTS	3
ARTICLE 5:	CLASSIFICATIONS AND COMPENSATION.....	3
ARTICLE 6:	HOURS OF WORK	6
ARTICLE 7:	OVERTIME AND PREMIUMS	8
ARTICLE 8:	HOLIDAYS.....	9
ARTICLE 9:	VACATIONS	9
ARTICLE 10:	SICK LEAVE	10
ARTICLE 11:	PAID LEAVES.....	12
ARTICLE 12:	MEDICAL, DENTAL AND LIFE PLAN.....	14
ARTICLE 13:	SENIORITY - LAYOFF AND RECALL	14
ARTICLE 14:	MISCELLANEOUS	17
ARTICLE 15:	GRIEVANCE PROCEDURE	20
ARTICLE 16:	WORK STOPPAGES AND EMPLOYER PROTECTION.....	20
ARTICLE 17:	WAIVER CLAUSE.....	20
ARTICLE 18:	SAVINGS CLAUSE	21
ARTICLE 19:	DURATION	22
APPENDIX A:	.....	23
APPENDIX B:	.....	30
APPENDIX C:	.....	32
APPENDIX D:	.....	36
APPENDIX E:	.....	42

AGREEMENT
by and between
KING COUNTY
and
TEAMSTERS LOCAL 117
(JOINT UNITS AGREEMENT)

January 1, 2018 through December 31, 2020

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

ARTICLE 1: PURPOSE

1.1 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.

ARTICLE 2: NON-DISCRIMINATION

2.1 The County and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed, religion, ancestry, national origin, religious affiliation, gender identity, gender expression, military status, or disability.

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

3.1 **Recognition** - The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, term-limited temporary and temporary employees whose job classifications are in the work units listed in the attached Appendices.

3.2 **Dues and Fees** - It will be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement will remain members in good standing and those who are not members on the effective date of this Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and remain members in good standing in the Union or pay fees to the Union to the extent permitted by

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

13 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
14 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a
15 written request for discharge and verifies that the employee received written notification of the
16 delinquency including the amount owing, the method of calculation, and the notification that the non-
17 payment after a period of no less than seven (7) days will result in discharge by the County. A copy
18 of each written notification will be mailed to the County concurrent with its mailing to the employee.

19 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an
20 employee, the County will have deducted from the pay of such employee the amount of dues and
21 initiation fees as certified by the Union and will transmit the amount to the Union.

22 **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any
23 claims made and against any suit instituted against the County on account of any check-off of dues
24 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in
25 error upon presentation of proper evidence thereof.

26 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or
27 promoted into a position included in the bargaining unit to sign a form which will inform them of the
28 Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1) copy

will be given to the employee and the original will be sent to the Union. The County will notify the Union when an employee leaves the bargaining unit.

3.7 Payroll Deduction for Political Contributions - The County shall, upon receipt of a written authorization form that conforms to legal requirements, deduct from the pay of a bargaining unit employee the amount of contribution the employee voluntarily chooses for deduction for political purposes and shall transmit the same to the Union/designee, in accordance with instructions provided by the Union.

ARTICLE 4: MANAGEMENT RIGHTS

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

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

ARTICLE 5: CLASSIFICATIONS AND COMPENSATION

5.1 Wage Rates - The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendices "A" through "E" which are attached hereto and made a part of this Agreement.

5.2 Step Advancement - A regular employee may be hired at Step 1 of the wage range provided under the appendix covering the classification or above Step 1 as provided under the County's Personnel Guidelines. Upon completion of the probationary period for the initial hire into the classification, the employee will move from the initial step hired to the next wage Step in the

wage range, if hired at Step 1. If the employee is hired above Step 1, moving to the next Step is at the hiring authority's discretion within the first year after hire. Step increases thereafter will be annually, on the date of the first Step movement after the initial hire into the classification until the top step is reached. An employee working less than full-time will receive step increases prorated based on the full-time work schedule of the work unit.

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

5.4 Temporary Employee Benefits - Temporary employees are not eligible for insured benefits (e.g., medical, dental, vision, life) or leave benefits, except as provided by law. However, a temporary employee may be eligible to receive other compensation provided under King County Code, as amended, in the event the employee exceeds the rolling year working hours threshold.

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

5.6 General Wage Increase (GWI)

5.6.1 Effective January 1, 2018, employees covered by this Agreement and employed in 2018 will receive a three and one quarter percent (3.25%) General Wage Increase adjustment.

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

5.8 Lead Assignment - An employee may be temporarily assigned in writing by the

1 manager/designee to perform lead duties. The employee will be paid seven and one-half percent (7-
2 1/2%) above his/her base hourly rate of pay. In the event that the employee works as a lead in excess
3 of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This provision
4 will be superseded by lead level classifications in the attached appendices, if such classifications have
5 a higher wage rate than the employee's base hourly rate of pay.

6 **5.9 Intermittent Full-Time Employees** - Intermittent full-time employees (IFTE) are
7 defined as regular benefited employees in positions performing bodies of work that are expected to
8 last for more than six (6) months but less than twelve (12) months and where those bodies of work
9 are expected to be repeated in consecutive years. The number of IFTEs may vary from year to year
10 based upon funding and operational needs.

11 **5.9.1** The length of employment each year is not guaranteed. At the conclusion of the
12 employment period each year, career service IFTEs are laid off by position.

13 **5.9.2** IFTE employees who are laid off are eligible for recall in inverse order into an
14 IFTE of the same classification for one (1) year from the date of layoff.

15 **5.9.3** Recalled IFTEs will not be required to serve a six (6) month probationary period
16 after their initial probationary period is served. Should an employee not complete his/her
17 probationary period within the first year, the probationary period will continue if recalled the
18 immediate following year until such time as the six (6) months has been served.

19 **5.9.4** Recalled IFTEs will resume the seniority which they had as of the date they
20 were laid off, based on previous hours of work in the position.

21 **5.9.5** Recalled IFTEs will have all previous time in the classification as an IFTE apply
22 towards the pay Step advancement, in accordance with the appropriate Appendix of this Agreement.

23 **5.9.6** Recalled IFTEs will have sick leave balances that they have accrued at the time
24 of layoff restored upon reemployment. Recalled IFTEs will have all previous time spent in the
25 classification as a IFTE apply towards vacation accrual rates regardless of whether they have
26 completed probation.

27 **5.9.7** IFTEs do not have a unilateral right to vacant, regular, full-time positions; this
28 includes the Career Support Service process.

1 **5.9.8** IFTEs do not have the right to bump regular, full-time employees even if they
2 have less seniority.

3 **5.9.9** Regular, full-time employees can be recalled to an IFTE position provided they
4 have more seniority than the IFTE.

5 **5.10 Ferry Tickets** - Ferry tickets shall be provided for temporary assignments on Vashon
6 Island when the employee is required to report directly to Vashon Island for the entire duration of the
7 temporary assignment.

8 **ARTICLE 6: HOURS OF WORK**

9 **6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
10 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and
11 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

12 **6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule
13 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive
14 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)
15 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or
16 a Sunday.

17 **6.1.2** In the Roads Services Division, the 4-10 summer schedule shall generally be
18 implemented beginning with the workweek that includes Memorial Day and concludes with the
19 workweek that includes Labor Day. Any deviation from this schedule shall be accompanied with a
20 fourteen (14) day notice from the County or by mutual agreement between the County and the Union.

21 **6.1.3 Additional Work Schedules** - By mutual agreement, additional work schedules
22 may be established for each Appendix.

23 **6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of
24 5:00 a.m. and 11:59 a.m. will be considered to be on first shift.

25 **6.2.1 Second Shift** - An employee assigned to work on a shift beginning between the
26 hours of 12:00 p.m. and 8:59 p.m. will be considered to be on second shift. The pay rate for an
27 employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An
28 employee who is regularly assigned to the second shift will have all compensable time paid at the

1 higher rate of pay.

2 **6.2.2 Third Shift** - An employee assigned to work on a shift beginning between the
3 hours of 9:00 p.m. and 4:59 a.m. will be considered to be on third shift. The pay rate for an employee
4 assigned third shift will be his/her base hourly rate of pay plus fifteen (15) percent. An employee
5 who is regularly assigned to the third shift will have all compensable time paid at the higher rate of
6 pay.

7 **6.2.3 Overtime** - The additional hourly compensation (shift premium) paid to
8 employees assigned to second or third shift will not be paid for overtime hours worked by employees
9 who are assigned to first shift.

10 **6.3 Bid Postings** - Except in situations where the shift or schedule was established pursuant
11 to the Alternative Work Arrangement Policy, all newly established or changed regular work
12 schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted
13 on work site bulletin boards. Employees within the specific classification in the affected work unit
14 will have the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent
15 adequate interest, the County may assign employees within the classification in the affected work unit
16 to the remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to
17 work schedules or shifts will normally require a fourteen (14) calendar days notice to affected
18 employees. Work units are defined in each Appendix.

19 **6.3.1 Altering of Work Schedule** - No employee will have his/her work schedule
20 altered for the purpose of avoiding the payment of overtime except when an employee bids for such
21 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day
22 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for
23 working on Saturday and/or Sunday if the day(s) are part of his/her regular work schedule.

24 **6.4 Temporary Work Schedule and/or Shift Change** - The manager/designee may
25 temporarily change an employee's work schedule and/or shift for planned projects, for training and
26 for covering a shift due to an absence or vacancy. Such change will normally require at least fourteen
27 (14) calendar days notice to the employee, except when the County has less than fourteen (14)
28 calendar days notice and the change is made for training or to cover an absence or vacancy.

1 **6.5 Meal and Rest Periods** - Pursuant to RCW 49.12.187, the County and the Union agree
2 to specifically supersede in total the Washington State provisions regarding meal and rest periods.
3 While the County will try to provide meal and rest periods during a shift, meal and rest periods may
4 occur at different times due to work requirements, and may be missed due to work emergencies. The
5 employee will be paid for a missed meal or rest period.

6 **ARTICLE 7: OVERTIME AND PREMIUMS – See also MLA Article 33**

7 **7.1 Overtime** - An employee on a 5-8 work schedule will be compensated at the rate of one
8 and one-half (1-1/2) times his/her regular hourly rate of pay (overtime rate) for all additional hours
9 worked in excess of the eight (8) regular compensated hours per day or the forty (40) regular
10 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the
11 holiday pay).

12 **7.1.1** An employee on a 4-10 work schedule will be compensated at the rate of one
13 and one-half (1-1/2) times the employee's regular hourly rate of pay (overtime rate) for all additional
14 hours worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular
15 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the
16 holiday pay).

17 **7.2 Scheduled overtime work** - Scheduled overtime work normally will be offered to full-
18 time regular, then part-time regular employees prior to all other employees except in those instances
19 where regular employees are not readily available, or when it is an extension of the workday for an
20 employee or work crew, or as provided in an Appendix to this Agreement. Readily available is
21 defined as the employee not being on a leave status and is present at work or at home when called at
22 the time the overtime work is being scheduled and is in the work unit in which the overtime will be
23 worked.

24 **7.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next
25 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)
26 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of
27 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the
28 County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above

1 instances, the employee will receive overtime pay for all such overtime hours worked but may
2 receive no pay for the regularly scheduled shift from which he/she was relieved.

3 **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
4 between the employee and the manager/designee. The request to earn compensatory time off must be
5 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with
6 the Personnel Guidelines. Compensatory time off will be earned under the same conditions as
7 overtime in accordance with Section 7.1.

8 **7.5 Overtime Authorization** - All overtime will be authorized in advance by the
9 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
10 considered overtime when it is a regularly scheduled workday for the employee.

11 **7.6 Emergency Work Premium** - Emergency work, other than the normal scheduled shift or
12 special schedule and/or shift not enumerated in Articles 6 or 7, will be credited as such and will be
13 compensated as overtime. In the event this overtime work is accomplished prior to the normal
14 working hours and the employee subsequently works his/her regular shift, the regular shift will be
15 compensated at the employee's regular, hourly rate of pay.

16 **7.7 Footwear Allowance** – See MLA Article 32.

17 **ARTICLE 8: HOLIDAYS**

18 See also MLA Article 10.

19 **8.1 Holiday Premium Pay** - Work performed by a leave-eligible employee on a holiday
20 shall be paid at one and one-half (1-1/2) times the employee's regular rate, in addition to the holiday
21 pay.

22 **ARTICLE 9: VACATIONS**

23 See also MLA Article 35.

24 **9.1 Increments of Use** - Vacation leave may be used in one-quarter (1/4) hour increments at
25 the discretion of the manager/designee.

26 **ARTICLE 10: SICK LEAVE**

27 See also MLA Article 11

28 **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees

(hereinafter : “leave eligible employees”) will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously earned.

10.2 Vacation as an Extension of Sick Leave - During the first six (6) months of service in a leave eligible position, leave eligible employees may use accrued vacation leave in accordance with the Washington State Family Care Act or, at the manager/designee’s discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

10.3 Partial Day Increments - Sick leave may be used in one quarter (1/4) hour increments at the discretion of the manager/designee.

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

10.5 Restoration following Separation - Separation from employment except by reason of retirement, resignation in good standing, layoff, or separation for non-disciplinary medical reasons will cancel all sick leave accrued to the leave eligible employee as of the date of separation. Should a regular employee who resigned in good standing, was laid off, or was separated for non-disciplinary medical reasons and returns to County employment within two (2) years, his/her accrued sick leave will be restored.

10.6 Pay upon Separation - Except as modified by a VEBA agreement a regular or probationary employee (who has previously achieved career service status) who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee’s rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. Retire, as a result of length of service, means an employee is eligible, applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon terminating County employment.

1 **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick
2 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
3 the County's workers compensation program, then the employee has the option to augment or not
4 augment time loss payments with the use of accrued sick leave.

5 **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
6 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
7 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
8 eighty (80) hours of accrued sick leave.

9 **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
10 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
11 by his/her manager/designee, or in accordance with the Washington State Family Care Act.

12 **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

17 1. An employee injured on the job may not simultaneously collect sick leave
18 and worker's compensation payments in a total amount greater than the net regular pay of the
19 employee; though an employee who chooses not to augment his/her worker's compensation time loss
20 pay through the use of sick leave will be deemed on unpaid leave status;

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

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

27 C. Exposure to contagious diseases and resulting quarantine.

28 D. A female employee's temporary disability caused by or contributed to by

1 pregnancy and childbirth.

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

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

6 G. The parties agree that to the extent Washington State law provides greater benefits
7 for the use of paid leave for family care, the state law shall prevail.

8 **10.11 Unpaid Leave** – See also MLA Article 11.

9 **10.11.1 Failure to Return to Work** - Failure to return to work by the expiration date
10 of the leave of absence may be cause for removal and result in termination of the employee from
11 County service.

12 **10.12 Provider Certification** - The manager/designee and employee is responsible for the
13 proper administration of the sick leave benefit. Verification from a licensed health care provider may
14 be reasonably required to substantiate the health condition of the employee or family member for
15 leave requests.

16 **10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted
17 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
18 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and
19 incapable of self care because of mental or physical disability.

20 **10.14 Term-Limited Temporary Employees** - A term-limited temporary employee who,
21 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
22 his/her accrued sick leave accruals carried over with the regular appointment.

23 **ARTICLE 11: PAID LEAVES**

24 **11.1 Donation of Vacation and Sick Leave Hours** – See Also MLA Article 6.

25 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for
26 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,
27 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)
28 days paid leave provided;

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

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

9 **11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out
10 above in excess of five (5) working days will be subject to the terms of this Agreement.

11 **11.3 Bereavement Leave** – See MLA Article 8.

12 **11.4 School Volunteers** – See MLA Article 4.

13 **11.5 Jury Duty** – See MLA Article 8.

14 **11.5.1 Jury Duty Shift Adjust** - When an employee is notified to serve on jury duty,
15 he/she will inform the section manager/designee as soon as possible, but not later than two (2) weeks
16 in advance, regarding the date the employee is required to report for jury duty. The section
17 manager/designee will relieve the employee of regular duties prior to the time of reporting for jury
18 duty and will reassign the employee to a shift and schedule that corresponds with the jury duty shift
19 and schedule for the week(s) assigned. For purposes of this section, the shift is the hours the
20 employee is required to report or be available for jury duty, and the schedule is assumed to be
21 Monday through Friday, unless released sooner. When released from jury duty for the day, and/or
22 when the total required assignment to jury duty has expired, the employee will notify his/her section
23 manager/designee. The employee will be provided a reasonable time when dismissed from jury duty,
24 as determined by the section manager/designee, before the employee must report to his/her regular
25 shift and schedule.

26 **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
27 time off with pay for the purpose of participating in County qualifying or promotional examinations.
28 This will include time required to complete any required interviews.

1 **11.7 Military Leave** – See MLA Article 2.

2 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

3 See also MLA Article 25.

4 **12.1 Insurance Committee** - There will be a Joint Labor Management Insurance Committee
5 (JLMIC) comprised of representatives from the County and the Labor Union Coalition. The function
6 of the JLMIC will be to review, study and make recommendations relative to existing medical,
7 dental, vision and life insurance programs. The County and the Union will implement any changes in
8 employee insurance benefits which result from any agreement of the JLMIC.

9 **12.2 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
11 active employees and their dependents for those months they are unable to work due to an on-the-job
12 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of
13 months of medical insurance coverage provided for under this Section shall not exceed twelve (12)
14 months or the number of months for which the employee continues to receive paid sick leave and/or
15 paid vacation leave benefits, whichever is the greater.

16 **ARTICLE 13: SENIORITY - LAYOFF AND RECALL**

17 **13.1 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 **13.2 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. Probation is also served when an employee is recalled from layoff, transfers or is
23 rehired, demoted or promoted. The probation period may be extended by the manager/designee not
24 to exceed a total of twelve (12) months worked. The County will notify the Union of a probation
25 extension. Upon completion of the probation period, the employee will be assigned a classification
26 seniority date which will be the date when he/she first commenced his/her probation for that
27 classification. An employee working less than a full-time work schedule will have his/her probation
28 prorated based on the full-time work schedule for the work unit.

1 **13.2.1** An employee who is recalled from layoff within two (2) years, or is rehired
2 within one (1) year will have his/her classification seniority restored upon successful completion of
3 probation.

4 **13.2.2** The movement of an active, career service employee to a different work unit,
5 work crew, or work site within the same division will not be considered a transfer that requires a
6 probation period, if the employee continues in the same job classification with substantially the same
7 duties.

8 **13.2.3 Resumption of Probationary Period Upon Recall From Layoff** - In the
9 event a regular employee is laid off during his/her probation period and is subsequently recalled to
10 his/her classification within ninety (90) calendar days from the date of layoff, he/she will be credited
11 with all days previously worked for purposes of satisfying his/her probation period and establishing
12 his/her resultant classification seniority date.

13 **13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will
14 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee
15 who is unable to work because of a non-work related injury or illness will not accumulate seniority
16 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is
17 on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to
18 eighteen (18) workweeks of the qualified unpaid leave period.

19 **13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an
20 approved unpaid leave of absence in excess of thirty (30) calendar days will not accumulate seniority
21 credits during such absence except as provided under Section 13.3.

22 **13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of
23 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit
24 within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority
25 which he/she had on the date of the promotion or transfer.

26 A regular employee who is promoted or transferred to another County position and does not
27 complete the probationary period may elect to return to the former position within six (6) months if
28 the former position is vacant and available. If the position is not available, and as a result the

employee separates from County service, the employee will be entitled to recall rights to the former classification in accordance with Section 13.9 as if the employee had been laid off on the date of separation.

13.5 Seniority will be defined as follows:

- “**Classification Seniority**” will be defined as regular employee’s total length of service within a specific classification covered by this Agreement. Regular employees in the Parks Division who were in a position covered by this Agreement prior to January 1, 1992 will not be credited with any classification seniority accrued prior to January 1, 1992 for purposes of layoff under this Article.

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

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

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

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

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

- Discharge for just cause.
- Promotion or transfer outside of the bargaining unit for one (1) or more years.
- Layoff for more than two (2) years.
- Resignation; provided, however, in the event a regular employee who has completed his/her probation period is rehired to a classification covered under this Agreement within twelve (12) months from the date of his/her termination or resignation, the employee will then be credited with all his/her seniority credits previously existing on his/her last day worked.

13.7 Reduction in Work Force Procedure - In the event of a reduction-in-force, the County will layoff the regular employee in the classification affected who has the least classification seniority

1 within his/her division. Prior to any layoff, all term-limited temporary, provisional, temporary and
2 probationary employees in the classification within the affected division of the department will be
3 separated first. Where two (2) or more regular employees have the same classification seniority, the
4 more senior employee will be the one who has the most seniority by applying the following seniority
5 tie breakers in this order: 1) division, 2) department, 3) bargaining unit, 4) County, 5) total number
6 of compensated hours, 6) a random method by mutual agreement.

7 **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-
8 force will be permitted to use his/her classification seniority to displace or “bump out” the least
9 senior regular employee occupying the same classification. The employee will also be permitted to
10 use his/her bargaining unit seniority to displace or “bump out” the least senior regular employee
11 occupying a classification within which the bumping regular employee had previously attained
12 seniority status. Regular employees in the Parks Division who were in a classification covered by
13 this Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for purposes of
14 being able to exercise their bumping rights as provided under this Article.

15 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to
16 another regular employee’s exercise of Section 13.8 will also be afforded the right to displace or
17 “bump out” the least senior regular employee in his/her classification in a similar manner.

18 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be
19 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the
20 work of the position for which he/she is recalled. A regular employee will be removed from the
21 recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails
22 to accept or report to work after being recalled, or the employee requests to be removed from the
23 recall list.

24 **ARTICLE 14: MISCELLANEOUS**

25 **14.1 Seniority Lists** - The County will transmit to the Union a current listing of all
26 employees in each Appendix in February and August of each year. Such list will indicate the name
27 of the employee, job classification, classification seniority date and work unit.

28 **14.2 Contracting of Work** – See MLA Article 16.

1 **14.3 Election to Union Office** – See MLA Article 22.

2 **14.4 Mileage Reimbursement** – See MLA Article 24.

3 **14.5 Road and River Improvement Employees** - All County Road and River Improvement
4 employees will be allowed pay from time of reporting to a designated headquarters and will end
5 when the employee returns from the field to such headquarters.

6 **14.6 Rain Gear** - The County will provide rain gear for all employees working in inclement
7 weather as needed.

8 **14.7 King County Labor-Management Committee(s)** - The County and the Union
9 recognizes the importance of a collective bargaining and employee relations climate in the County
10 that encourages cooperative efforts and joint problem-solving amongst all involved parties to better
11 serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit,
12 train and retain quality employees. In the interest of meeting these challenges, the County and the
13 Union agrees to establish labor-management committee(s) where mutually agreed.

14 **14.8 Biweekly Payroll** - The parties agree the County has the right to implement a common
15 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act workweeks.
16 The parties agree that applicable provisions of the Agreement may be re-opened at any time during
17 the life of this agreement by the County for the purpose of negotiating these standardized pay
18 practices, to the extent required by law.

19 **14.9 Bulletin Boards** – See MLA Article 23.

20 **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities
21 including attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled
22 shift, without a loss of regular compensation, if excused from work by the employee's
23 manager/designee.

24 **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety
25 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will
26 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe
27 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

28 **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for benefit

1 eligible employees for the term of this Agreement.

2 **14.13 Filling of Vacant Positions** – See also MLA Article 18.

3 Any regular member of the bargaining unit holding a position within the same classification
4 as that of the vacant position will be given the opportunity to apply for the position. The appointment
5 will be made to the applicant who the County determines has the knowledge, skills and ability to fill
6 the position. Where the knowledge, skills and ability of the applicants are equal, the position will be
7 awarded on the basis of classification seniority. This provision is not applicable to employees who
8 hold a different employment status (i.e., part-time and full-time) than that of the vacant position in the
9 classification.

10 **14.14 Use of Term-Limited Temporary Employees** – See also MLA Article 17.

11 The County will notify the Union when it hires a term-limited temporary employee. The
12 notice will include the classification, division hired, basis for the hire and expected length of
13 employment. The County will meet with the Union, if requested, within fourteen (14) days following
14 such request.

15 **14.15 Pension Trusts** - The County agrees to re-open negotiations during the term of this
16 Agreement upon request by the Union, solely for the purpose of negotiating procedures and policies
17 for employees covered by this Agreement to participate in the Union's pension trust. The parties
18 understand and agree that the Union will conduct a membership vote to determine whether the
19 membership will participate in the pension trust, and that if a majority of members vote in favor of
20 participation, all members must participate. The parties further agree that participation in the pension
21 trust shall not result in an increase of pay for any employees covered by this Agreement.

22 **14.16 Automated Vehicle Location** - The Department of Transportation (DOT) may utilize
23 Automated Vehicle Location (AVL) to improve worker safety and security, to efficiently and
24 effectively deploy resources, and improve data collection and reporting.

25 **14.16.1** DOT expressly agrees it shall not use AVL for the purpose of surveillance.

26 **14.16.2** Any disciplinary decision supported by AVL data will be done in accordance
27 to this Agreement.

1 **ARTICLE 15: GRIEVANCE PROCEDURE**

2 See MLA Article 26.

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

4 **16.1 Work Stoppages** - The County and the Union agree that the public interest requires
5 efficient and uninterrupted performance of all County services and to this end pledge their best efforts
6 to avoid or eliminate any conduct contrary to this objective. Specifically, the Union will not cause or
7 condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily
8 assigned duties, sick leave absence which is not bonafide or other interference with County functions
9 by employees under this Agreement and should same occur, the involved Union will take appropriate
10 steps to end such interference. Any concerted action by any employee in any bargaining unit will be
11 deemed a work stoppage if any of the afore-referenced activities have occurred contrary to the
12 provisions of this Agreement. Being absent without authorized leave will be considered as an
13 automatic resignation. Such a resignation may be rescinded by the department head if the employee
14 presents satisfactory reasons for their absence within three (3) calendar days of the date his/her
15 automatic resignation became effective.

16 **16.2 Employer Protection** - Upon notification in writing by the County to the Union that
17 any of its members are engaged in a work stoppage, the Union will immediately, in writing, order
18 such members to immediately cease engaging such work stoppage and provide the County with a
19 copy of such order. In addition, if requested by the County, a responsible official of the Union will
20 publicly order such Union members to cease engaging in such work stoppage.

21 **16.3 Discipline** - Any employee participating in such work stoppage or in other ways
22 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
23 the County's work rules up to and including discharge, suspension, or other disciplinary action as
24 may be deemed applicable to such employee.

25 **ARTICLE 17: WAIVER CLAUSE**

26 The parties acknowledge that each has had the unlimited right within the law and the
27 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
28 collective bargaining. The results of the exercise of that right and opportunity are set forth within this

1 Agreement. This Agreement may be opened in its entirety or in part, by mutual agreement of the
2 parties during the life of this Agreement.

3 **ARTICLE 18: SAVINGS CLAUSE**

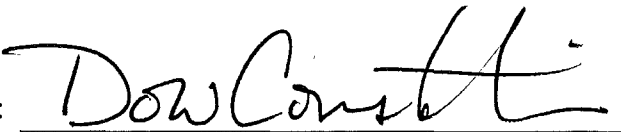
4 See MLA Article 30.

1 **ARTICLE 19: DURATION**

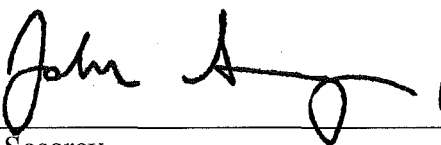
2 See MLA Article 31.

3 **19.1 Contract Negotiations** - Contract negotiations for a successor Agreement may be
4 initiated by either party by providing to the other written notice of its intention to do so at least sixty
5 (60) days prior to the expiration.

6
7
8 APPROVED this 13 day of MARCH, 2018.

9
10
11 By: 
12
13 King County Executive

14
15
16 International Brotherhood of Teamsters Local 117:

17
18 
19
20 John Scearcy
21 Secretary-Treasurer
22
23
24
25
26
27
28

APPENDIX A

Union Code: T2E

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein, and covers employees working in the Airport, Roads Services, and Facilities Management Divisions.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440200	942202	Utility Worker II	39	1-2-3-4-5 *
9440400	942302	Utility Worker II - Lead	42	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

A.1 Short-term Temporary Employees - A temporary employee will be hired at Step 3.

A.2 Position Opening, Work Site Location, and/or Days Off Assignments - Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested or to withdraw a request if they are no longer interested in being considered for a transfer. The required advance notification will include the current vacant position(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

A.2.1 Work-Site Selection Process.

A. Prior to filling a vacant bargaining unit position, regular employees of the bargaining unit will be provided with the first opportunity to transfer into the vacancy. The County determines when a position is vacant and when, and if it will be filled. The most senior employee in the classification will receive the first right of refusal for that position, provided the following

1 conditions are met:

2 1. The transfer does not create an actual or potential legal risk to the County,
3 examples of which include:

4 a. There is no legal restraining order requiring separation of the
5 employee requesting the transfer and one or more members of the planning unit into which the
6 employee wishes to transfer;

7 b. There is no documentation of sexual harassment or other
8 discrimination allegations between the employee requesting the transfer and one or more members of
9 the planning unit into which the employee wishes to transfer;

10 c. There is no reasonable basis to believe that such a transfer will
11 create a hostile work environment or hostile work relationship; and

12 d. The employee is not currently under investigation or on a corrective
13 action plan as a result of a disciplinary process, unless it is mutually agreed otherwise.

14 If no internal regular career service employee applies for the vacant bargaining unit
15 position, employees with six (6) months or less of service may apply before any outside applications
16 are considered. If a probationary employee should apply for a vacant position, the County retains
17 sole discretion to approve such transfer and may extend the employee's probationary period.

18 B. Employees can submit or withdraw written requests at any time but will only be
19 considered for a transfer if it is on file prior to the transfer review meeting. The County will post a
20 notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as
21 a reminder to employees to submit requests if interested. The advance notification will include the
22 current vacant position(s). Given that each transfer results in a subsequent vacancy, the current and
23 subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers
24 will be reviewed and approved by the maintenance operations manager or designee. Requests on file
25 will be reviewed and approved by the maintenance operations manager or designee. Requests on file
26 will be purged annually. An employee who changes work locations through this process cannot
27 participate again for twelve (12) months following the effective date of the transfer.

28 **A.3 Temporary Hires** - Temporary employees hired to fill vacancies in regular positions

1 shall be hired from a current employment list.

2 **A.4 Work Units** - Work units will be defined as those County divisions in which members
3 are regularly assigned to work. For employees working in the Roads Services Division, work units
4 will be determined by the Labor-Management Committee.

5 **A.5** If an employee who is not on standby accepts a work-related telephone call, and as a
6 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)
7 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee
8 returns to work as a result of the call, the provisions of Section 7.6 and Subsection 7.6.1 will apply.
9 The County may request documentation of the timing and nature of the telephone call. It is
10 understood that employees who are not on call are not required to be available to respond to work-
11 related calls during their off-duty time.

12 **A.6 Unanticipated/Work Schedule and/or Shift Change** - Normally, at least eight (8)
13 hours of advance notice will be given to an employee prior to temporarily changing the employee's
14 work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow
15 removal, flood control, sanding, or other operations due to acts of nature which may or may not be
16 anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice
17 will not be required.

18 **A.7 Alert Status** – Road Services employees will, in addition to his/her regular shift and
19 schedule, be assigned an alert status shift and schedule (Alert).

20 **A.7.1 Shift duration** - Alert may be of varying duration; however, Alert will be at
21 least eight (8) hours.

22 **A.7.2 Alert Notification** - Given the unpredictable nature of operational needs, Alert
23 may be called at anytime and limited to the number of employees necessary to fulfill operational
24 needs. Implementation of Alert Status will be considered to have taken place when the work hours of
25 the employee's normal shift have been altered without the required advance notification as provided
26 under Section A.6.

27 **A.7.3 Transition to Alert** - Transition to Alert may occur during an employee's
28 regularly scheduled work day. In such cases, employees may be sent home before the end of the

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

9 **A.7.4 Employees on leave** - If an employee is on leave when an alert status shift is
10 called, he/she will not be called to work unless it is operationally necessary to do so. Employees who
11 have been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin
12 unless the employee elects to cancel or postpone the start of the leave or is operationally necessary
13 due to emergent conditions for management to cancel the leave. In the event that an employee's
14 approved prescheduled leave is cancelled due to Alert, the County agrees to reimburse the
15 employee's documented unreimbursed travel expenses that are directly attributed to the cancelled
16 leave.

17 **A.7.5 Compensation**

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

22 2. When an employee begins the Alert shift on the day he/she is regularly
23 scheduled to work but does not work his/her regular shift, or begins the Alert shift during the same
24 day he/she was relieved of his/her regular shift as provided under Subsection A.7.3, or works the
25 Alert shift on a day he/she is not normally schedule to work, the first four (4) hours worked on the
26 Alert shift is paid at the rate of one and one-half (1-1/2) his/her regular rate of pay. The next eight (8)
27 hours worked will be at the employee's regular rate of pay.

28 3. If an employee on Alert is approved to leave work at his/her own request or

1 at the beginning of a leave as provided under Subsection A.7.4, he/she will be paid only for the hours
2 worked.

3 **4. Leave Accruals** - An employee on Alert shift during a normally scheduled
4 workday will receive vacation and sick leave accruals for the first eight (8) hours worked if regularly
5 assigned to a 5-8 work schedule, or ten (10) hours if regularly assigned to a 4-10 work schedule, in
6 accordance with Sections 9.1 and 10.1, respectively.

7 **5. Shift premium** - Alert shifts will not be subject to shift premium pay as
8 provided under Section 6.2.

9 **6. Compensation and Breaks While on an Alert Status Shift** - An
10 employee who is assigned to work an Alert shift will be compensated for all hours assigned to the
11 shift inclusive of all meal periods and breaks. The County will try to provide meal and rest periods in
12 accordance with State regulations during an employee's Alert shift. The County and Union agree
13 that by this section and RCW 49.12.187 the County may deviate from the meal periods and rest
14 breaks contemplated in State regulations and that the employees' meal and rest periods may be
15 missed due to work requirements. If a meal or rest period is missed, no additional pay will be
16 provided.

17 **A.8 Scheduled Weekend and Holiday Overtime** - Overtime work which is required on
18 weekends and holidays shall first be offered to employees on a rotating seniority basis within the
19 work unit, if readily available. For work units in which there is more than one pit-site or crew the
20 overtime shall first be offered to employees on a rotating basis within the pit-site or crew, then to the
21 entire work unit. If the overtime is a continuation of work previously started by a particular crew
22 within a work unit, the overtime will first be offered to employees on a rotating seniority basis within
23 the crew, then to the work unit as described above. A work unit is defined as a maintenance division,
24 pit sites, planning unit operating out of a central shop with crews i.e., drainage crew, bridge crew, etc.

25 **A.9 Reorganization** - In the event the County determines that a reorganization of work units
26 or staff is necessary, the County can transfer whole crews as needed. In the event that the
27 reorganization only involves reassigning positions, employees in the impacted work unit will be
28 given an opportunity to voluntarily be reassigned to available work locations determined by the

County. If more than one (1) employee elects to move to the same available location and there are not enough positions at that location, the assignment(s) will be given to the most senior employee(s). Absent adequate interest, the reassignment will be made by inverse seniority with the least senior in the work unit being reassigned first.

A.10 Union Pension - The County will pay one dollar (\$1.00) per compensated hour, except for eligible vacation and sick leave hours cashed out upon termination of employment, to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with the Parties' pension agreements. All bargaining unit employees will have their wage rate reduced by the amount of the County's contribution on the employee's behalf. Pension payments and provisions will be in accordance with the Parties' pension agreements.

A.11 Loan-in, Loan-out Roads Division.

A. Employees loaned-out from one work group to another will be based on seniority provided the skills and abilities are equal.

B. Before selecting employees to be loaned out, the supervisor will first determine if there are volunteers. If there are more volunteers than needed, the loan out will be offered first to the employee pursuant to Subsection A.

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

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

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

E. Employees loaned-out to another work group are eligible for call-outs in that work group. While loaned out to another work group, the employee is no longer considered a member of

1 the work group to which they are regularly assigned for the purposes of call outs, except during an
2 "Alert" schedule (Section A.7), when the employee will be recalled to his/her regularly assigned
3 work group.

4 F. Definition: Loan-out is defined as an employee being temporarily reassigned with
5 advanced notice for one (1) day or more to another work group during which time s/he may be
6 required to report to that work site at the beginning of the day and is under the direction of that
7 planning group's supervisor. When an employee is temporarily reassigned for one day or less, he/she
8 reports to and leaves from, his/her regularly assigned work group.

APPENDIX B

Union Code(s): T2F

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9410100	941101	Equipment Services and Maintenance Specialist	39	1-2-3-4-5 *
9410200	941001	Equipment Services and Maintenance Specialist - HD	43	1-2-3-4-5 *
2211100	221505	Inventory Purchasing Specialist I	42	1-2-3-4-5 *
2211200	221605	Inventory Purchasing Specialist II	46	1-2-3-4-5 *
2211300	221703	Inventory Purchasing Specialist III	49	1-2-3-4-5 *
5101100	512101	Road Use Investigators	49	1-2-3-4-5 *
5220100	522503	Security Officer	36	1-2-3-4-5 *
9321100	932102	Truck Driver I	36	1-2-3-4-5 *
944000	944001	Utility Worker - Assistant	29	1-2-3-4-5 *
2631300	265302	Warehouse Supervisor	53	1-2-3-4-5 *

* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.

B.1 Short-term Temporary Employees - A temporary employee will be hired at Step 3.

B.2 Security Officers - The work schedules for regular career service Security Officers in the Solid Waste Division of the Department of Natural Resources and Parks consists of one (1) schedule of five eight-hour shifts (5-8), Monday through Friday; and one (1) schedule of two thirteen-hour shifts (2-13), Saturday through Sunday.

B.2.1 For the standard schedule of five eight-hour shifts (5-8), overtime will be paid for all time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.

B.2.2 For the schedule of two thirteen-hour shifts (2-13), overtime will be paid for all time worked in excess of thirteen (13) hours in a workday or forty (40) hours in a workweek.

B.2.3 Security Officers are not eligible for shift differential under Section 6.2.

1 **B.3 Work Units** - Work units will be defined as those County divisions in which members
2 are regularly assigned to work.

3 **B.4 Classification Review** - The County agrees to notify the Union if a job classification
4 listed in this Appendix is modified during the term of this Agreement, and to negotiate the effects of
5 the modifications if the Union requests.

6 **B.5 Certification Premium** – Inventory Purchasing Specialists who are directly involved in
7 the purchasing or management of automotive parts or supplies and who possess the parts specialist
8 Automotive Service Excellence (ASE) certification, shall received a two and one half percent (2.5%)
9 premium for all hours compensated.

APPENDIX C

Union Code: T2J

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
3120400	313501	Chemical Dependency Program Screener	36	1-2-3-4-5 *
3120700	313901	Chemical Dependency Program Screener - Lead	39	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				

C.1 Short-term Temporary Employees - A temporary employee will be hired at Step 3 and will be advanced to Step 4 after two thousand eighty (2080) hours worked.

C.2 Shift Premiums - Employees covered by this Appendix will receive twelve dollars (\$12.00) for working a shift other than a day shift. To qualify for the shift premium at least fifty percent (50%) of an employee's shift hours must be after 4:10 PM. (Replaces Subsections 6.2.1 and 6.2.2)

C.3 Bid Postings - The provisions of Section 6.3 (Bid Postings) will not apply to this Appendix.

C.3.1 Schedule Change - Employees will be given no less than forty eight (48) hours notice of involuntary changes in work schedules, unless due to an emergency situation, immediate changes are required to provide adequate levels of staffing. (Replaces Subsections 6.3.1, 6.4 et seq.) Vacant bargaining unit positions shall be filled as provided in Section 14.14.

C.4 Clothing Allowance - Effective January 1, 2018, regular employees will receive three hundred dollars (\$300) and temporary employees will receive one hundred seventy-five dollars (\$175) in the pay period that includes January 5 and the pay period that includes July 5 each year for clothing purchase and maintenance. Temporary employees will receive the allowance in the pay period that includes January 5 and the pay period that includes July 5 of each year provided they

1 worked at least two hundred (200) hours during the previous six (6) months.

2 **C.4.1 Personal Protection Equipment (PPE)** – The County shall provide each
3 employee with required PPE equipment, including, but not limited to raingear which is visible at
4 night.

5 **C.5 Personal Property** - Employees who unavoidably suffer a loss or damage to personal
6 property while on duty will have property repaired or replaced at County expense. Reimbursement
7 for personal property will not exceed one hundred fifty dollars (\$150) unless the replacement cost is
8 greater for necessary items such as prescription glasses and hearing aids. The County, to minimize
9 its loss expense, may issue a policy as to which items will be brought on the premises at the
10 employee's own risk, like expensive leather jackets and jewelry (other than wedding bands.)

11 **C.6** When a holiday falls on a scheduled day off, eligible employees will receive eight (8)
12 hours of holiday pay for full time employees, or holiday pay pro-rated to reflect their normally
13 scheduled work week for part-time employees. (Modifies Subsection 8.1.1 and Section 8.2)

14 **C.6.1** Instead of being paid holiday pay, employees eligible for holiday pay may elect
15 to accrue up to eight (8) hours of compensatory time when working on a holiday or when a holiday
16 falls on a scheduled day off. The compensatory time must be used within ninety (90) days of it being
17 earned, unless there is a mutual agreement to extend. All compensatory time not used by the end of
18 the calendar year may be paid out, as determined by the County, regardless of when the time was
19 earned. (Modifies Section 8.1 and Subsection 8.1.1)

20 **C.6.2** Compensatory time earned in December may be used in January of the
21 following year, subject to operational needs.

22 **C.6.3** An employee who is scheduled to work on a holiday will be required to work
23 unless absent on approved leave.

24 **C.6.4** An employee who is absent on a holiday that is a scheduled work day will
25 receive holiday pay as provided in Section 8.1 if the employee complies with required procedures for
26 requesting leave, and the leave is approved.

27 **C.6.5** The employee's sick leave balance will be charged if the absence is for a
28 purpose covered by sick leave policies.

1 **C.7** If the County determines that employees will be required to acquire and maintain a
2 license or certification, the County will notify the Union prior to implementation and provide an
3 opportunity to negotiate the effects of the license or certification requirement. All mandatory work-
4 related training will be on paid time and at County expense.

5 **C.8** If an employee who is not on standby accepts a work-related telephone call, and as a
6 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)
7 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee
8 returns to work as a result of the call, the provisions of Section 7.6 and Subsection 7.6.1 will apply.
9 The County may request documentation of the timing and nature of the telephone call. It is
10 understood that employees who are not on call are not required to be available to respond to work-
11 related calls during their off-duty time.

12 **C.9 Trading of Shifts** – The trading of shifts shall be permissible on a case-by-case basis, if
13 the employees involved mutually agree to trading shifts during the same workweek and the trade does
14 not result in overtime being paid due to the trade. Management must approve all trades in advance.

15 **C.10 Hiring Preference** – On-call employees working in this classification who apply for an
16 open regular, fulltime position who have reached one thousand (1000) hours and have worked at least
17 two (2) calendar years shall be considered internal candidates when applying for a regular position.
18 Such candidates shall be given a first in-person interview.

19 **C.11 Closure of Shift** – The County will check the availability of all on-call employees
20 before covering all or part of the shift with non-bargaining unit employees. Provided, however, the
21 County can use non-bargaining unit employees if there is an immediate need to cover the shift while
22 it is checking for the availability of on-call employees and, if available, the employee's arrival to the
23 job.

24 **C.12 Safety Committee** – Sixty (60) days after full and final execution of the new labor
25 agreement, the parties shall establish a safety committee and appoint one (1) bargaining unit
26 representative and one (1) management representative as co-chairs.

27 **C.13 Exposure to Health Risks** – The parties recognize that the work of the employees
28 expose them to health risks, such as body waste and fluids. An employee whose clothes have been

1 soiled will, with supervisor approval, be relieved of duty with pay in order to change clothes. The
2 supervisor's approval will not be unreasonably withheld.

3 **C.14 Report Pay** – Any employee covered by this Appendix who is scheduled to work and
4 who reports to work at the scheduled time and is subsequently sent home, shall receive four (4) hours
5 of pay at the shift rate of pay, including any premiums.

APPENDIX D

Union Code: T2V

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440300	942401	Crew Chief	53	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

D.1 Short-term Temporary Employees - A temporary employee will be hired at Step 3.

D.2 Position Opening, Work Site Location, and/or Days Off Assignments - Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested or to withdraw a request if they are no longer interested in being considered for a transfer. The required advance notification will include the current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

D.2.1 Work-Site Selection Process

A. Prior to filling a vacant bargaining unit position, regular employees of the bargaining unit will be provided with the first opportunity to transfer into the vacancy. The County determines when a position is vacant and when, and if it will be filled. The most senior employee in the classification will receive the first right of refusal for that position, provided the following conditions are met:

1. The transfer does not create an actual or potential legal risk to the County,

1 examples of which include:

2 a. There is no legal restraining order requiring separation of the
3 employee requesting the transfer and one or more members of the planning unit into which the
4 employee wishes to transfer;

5 b. There is no documentation of sexual harassment or other
6 discrimination allegations between the employee requesting the transfer and one or more members of
7 the planning unit into which the employee wishes to transfer;

8 c. There is no reasonable basis to believe that such a transfer will
9 create a hostile work environment or hostile work relationship; and

10 d. The employee is not currently under investigation or on a corrective
11 action plan as a result of a disciplinary process, unless it is mutually agreed otherwise.

12 **B.** Employees can submit or withdraw written requests at any time but will only be
13 considered for a transfer if it is on file prior to the transfer review meeting. The County will post a
14 notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as
15 a reminder to employees to submit requests if interested. The advance notification will include the
16 current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and
17 subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers
18 will be reviewed and approved by the maintenance operations manager or designee. Requests on file
19 will be reviewed and approved by the maintenance operations manager or designee. Requests on file
20 will be purged annually. An employee who changes work locations through this process cannot
21 participate again for twelve (12) months following the effective date of the transfer.

22 **D.3 Crew Chief Callout Premium and Vehicles** - Crew Chiefs who are assigned a County
23 take-home vehicle will be paid a minimum of two (2) hours at the overtime rate for each callout when
24 required to return to work once having left the work-site upon completion of their shift. The County
25 shall retain exclusive right to assign vehicles to Crew Chiefs and/or to revoke such assignment at its
26 exclusive discretion upon thirty (30) days notice. (Modifies Section 7.6 and Subsection 7.6.1)

27 **D.3.1** In the event the County elects to revoke a take-home vehicle for a Crew Chief,
28 the Crew Chief shall be compensated for any callout at the four (4) hour minimum rate provided for

1 within Sections 7.6 and 7.6.1.

2 **D.4 Temporary Hires** - Temporary employees hired to fill vacancies in regular positions
3 shall be hired from a current employment list.

4 **D.5 Work Units** - Work units will be defined as those County divisions in which members
5 are regularly assigned to work. For employees working in the Roads Services Division, work units
6 will be determined by the Labor-Management Committee.

7 **D.6** If an employee who is not on standby accepts a work-related telephone call, and as a
8 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)
9 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee
10 returns to work as a result of the call, the provisions of Section 7.6 and Subsection 7.6.1 will apply.
11 The County may request documentation of the timing and nature of the telephone call. It is
12 understood that employees who are not on call are not required to be available to respond to work-
13 related calls during their off-duty time.

14 **D.7 Unanticipated/Work Schedule and/or Shift Change** - Normally, at least eight (8)
15 hours of advance notice will be given to an employee prior to temporarily changing the employee's
16 work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow
17 removal, flood control, sanding, or other operations due to acts of nature which may or may not be
18 anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice
19 will not be required.

20 **D.8 Alert Status** – Road Services Employees will, in addition to his/her regular shift and
21 schedule, be assigned an alert status shift and schedule (Alert).

22 **D.8.1 Shift duration** - Alert may be of varying duration; however, Alert will be at
23 least eight (8) hours.

24 **D.8.2 Alert Notification** - Given the unpredictable nature of operational needs, Alert
25 may be called at anytime and limited to the number of employees necessary to fulfill operational
26 needs. Implementation of Alert Status will be considered to have taken place when the work hours of
27 the employee's normal shift have been altered without the required advance notification in
28 accordance with Section D.7.

D.8.3 Transition to Alert - Transition to Alert may occur during an employee's regularly scheduled work day. In such cases, employees may be sent home before the end of the regular shift in order to get rest prior to the start of their Alert shift, or may be required to stay on his/her regular shift until the start of the Alert shift. The decision to send an employee home or require him/her to remain at work will be determined by the County based on operational and safety considerations, taking into consideration the desire of the employee. If the employee requests and is approved to be relieved from his/her regular shift, he/she may use accrued vacation leave, compensatory time, or leave without pay for that portion of the regular shift he/she did not work. If the employee is relieved by management from his/her regular shift, the employee will be compensated for the remainder of the shift.

D.8.4 Employees on leave - If an employee is on leave when an alert status shift is called, he/she will not be called to work unless it is operationally necessary to do so. Employees who have been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin unless the employee elects to cancel or postpone the start of the leave or is operationally necessary due to emergent conditions for management to cancel the leave. In the event that an employee's approved prescheduled leave is cancelled due to Alert, the County agrees to reimburse the employee's documented unreimbursed travel expenses that are directly attributed to the cancelled leave.

D.8.5 Compensation

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

2. When an employee begins the Alert shift on the day he/she is regularly scheduled to work but does not work his/her regular shift, or begins the Alert shift during the same day he/she was relieved of his/her regular shift as provided under Subsection D.8.3, or works the Alert shift on a day he/she is not normally schedule to work, the first four (4) hours worked on the Alert shift is paid at the rate of one and one-half (1-1/2) his/her regular rate of pay. The next eight (8)

hours worked will be at the employee's regular rate of pay.

3. If an employee on Alert is approved to leave work at his/her own request or at the beginning of a leave as provided under Subsection D.8.4, he/she will be paid only for the hours worked.

4. Leave Accruals - An employee on Alert shift during a normally scheduled workday will receive vacation and sick leave accruals for the first eight (8) hours worked if regularly assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a 4/10 work schedule in accordance with Sections 9.1 and 10.1, respectively.

5. Shift premium - Alert shifts will not be subject to shift premium pay as provided under Section 6.2.

6. Compensation and Breaks While on an Alert Status Shift - An employee who is assigned to work an Alert shift will be compensated for all hours assigned to the shift inclusive of all meal periods and breaks. The County will try to provide meal and rest periods in accordance with State regulations during an employee's Alert shift. The County and Union agree that by this section and RCW 49.12.187 the County may deviate from the meal periods and rest breaks contemplated in State regulations and that the employees' meal and rest periods may be missed due to work requirements. If a meal or rest period is missed, no additional pay will be provided.

D.9 Scheduled Weekend and Holiday Overtime

A. Roads Division: Overtime work which is required on weekends and holidays shall first be offered to employees on a rotating seniority basis within the work unit, if readily available. For work units in which there is more than one pit-site or crew the overtime shall first be offered to employees on a rotating basis within the pit-site or crew, then to the entire work unit. If the overtime is a continuation of work previously started by a particular crew within a work unit, the overtime will first be offered to employees on a rotating seniority basis within the crew, then to the work unit as described above. A work unit is defined as a maintenance division, pit sites, planning unit operating out of a central shop with crews i.e., drainage crew, bridge crew, etc.

B. Solid Waste Division: Except as provided under Section 7.2, employees who are

1 desirous of working overtime on their "off shift" shall indicate their availability for same upon forms
2 as prescribed by the division director/designee. Readily available employees will be selected from
3 the list in order of seniority and availability on a rotation basis.

4 **D.10 Reorganization** - In the event the County determines that a reorganization of work
5 units or staff is necessary, the County can transfer whole crews as needed. In the event that the
6 reorganization only involves reassigning positions, employees in the impacted work unit will be
7 given an opportunity to voluntarily be reassigned to available work locations determined by the
8 County. If more than one (1) employee elects to move to the same available location and there are
9 not enough positions at that location, the assignment(s) will be given to the most senior employee(s).
10 Absent adequate interest, the reassignment will be made by inverse seniority with the least senior in
11 the work unit being reassigned first.

12 **D.11 Union Pension** - The County will pay one dollar and seventy-five cents (\$1.75) per
13 compensated hour, except for eligible vacation and sick leave hours cashed out upon termination of
14 employment, to the Western Conference of Teamsters Pension Trust Fund on account of each
15 member of the bargaining unit in accordance with the Parties' pension agreements. All bargaining
16 unit employees will have their wage rate reduced by the amount of the County's contribution on the
17 employee's behalf. Pension payments and provisions will be in accordance with the Parties' pension
18 agreements.

APPENDIX E

Union Code: T4F

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein, and covers employees working in the Solid Waste Division.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440200	942203	Utility Worker II	39	1-2-3-4-5 *
9440400	942303	Utility Worker II - Lead	42	1-2-3-4-5 *
2211100	221506	Inventory Purchasing Specialist I	42	1-2-3-4-5 *
2211200	221608	Inventory Purchasing Specialist II	46	1-2-3-4-5 *
2211300	221706	Inventory Purchasing Specialist III	49	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

E.1 Short-term Temporary Employees - A temporary employee will be hired at Step 3.

E.2 Position Opening, Work Site Location, and/or Days Off Assignments - Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested or to withdraw a request if they are no longer interested in being considered for a transfer. The required advance notification will include the current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

E.3 Temporary Hires - Temporary employees hired to fill vacancies in regular positions shall be hired from a current employment list.

E.4 Work Units - Work units will be defined as those County divisions in which members

1 are regularly assigned to work.

2 **E.5** If an employee who is not on standby accepts a work-related telephone call, and as a
3 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)
4 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee
5 returns to work as a result of the call, the provisions of Section 7.6 and Subsection 7.6.1 will apply.
6 The County may request documentation of the timing and nature of the telephone call. It is
7 understood that employees who are not on call are not required to be available to respond to work-
8 related calls during their off-duty time.

9 **E.6** The County agrees to conduct a classification and compensation study of the Utility
10 Worker classification during the term of this Agreement, and to provide the Union with a report at the
11 conclusion of the study. The County agrees to negotiate the effects of any implementation of the
12 study results, if the Union requests.

13 **E.7 Scheduled Weekend and Holiday Overtime** - Except as provided under Section 7.2,
14 employees who are desirous of working overtime on their "off shift" shall indicate their availability
15 for same upon forms as prescribed by the division director/designee. Readily available employees
16 will be selected from the list in order of seniority and availability on a rotation basis.

17 **E.8 Union Pension** - The County will pay one dollar (\$1.00) per compensated hour, except
18 for eligible vacation and sick leave hours cashed out upon termination of employment, to the Western
19 Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit in
20 accordance with the Parties' pension agreements. All bargaining unit employees will have their wage
21 rate reduced by the amount of the County's contribution on the employee's behalf. Pension
22 payments and provisions will be in accordance with the Parties' pension agreements.