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Coalition Labor Agreement (CLA) - Appendix for 461
Agreement Between King County
And
International Brotherhood of Teamsters Local 117
Joint Units Agreement

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

4 **ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT**

5 **1.1** The purpose of this Agreement, which serves as an Appendix to the Coalition Labor
6 Agreement (CLA) is to promote the continued improvement of the relationship between the County
7 and its employees through their Union. The Articles of this Agreement, hereinafter referred to as the
8 Appendix, along with CLA, set forth the wages, hours, and working conditions for the bargaining
9 unit employees.

10 **1.2** The CLA shall apply to the individual bargaining unit’s employees as follows:

11 **1.2.1** The Preamble in its entirety.

12 **1.2.2** All superseding and non-superseding provisions.

13 **ARTICLE 2: UNION RECOGNITION AND D.R.I.V.E.**

14 **2.1 Recognition** - The County recognizes the Union as the exclusive bargaining
15 representative of all regular, probationary, term-limited temporary and temporary employees whose
16 job classifications are in the work units listed in the attached Appendices.

17 **2.2 Payroll Deduction for Political Contributions - Democratic, Republican,**
18 **Independent Voter Education (D.R.I.V.E.)** - The County agrees to deduct voluntary contributions
19 from the paycheck of all employees covered by this Agreement in accordance with the following:

20 **2.2.1** D.R.I.V.E. shall notify the County of the amount of compensation designated
21 by each contributing employee that they voluntarily elect to contribute. The amount will be whole
22 dollar increments and calculated based on the employee’s pay period.

23 **2.2.2** The County agrees to deduct from all employees covered by this Agreement
24 their voluntary contributions to D.R.I.V.E. If there are insufficient funds in the pay period to pay the
25 full amount on behalf of the contributing employee, the County will not withdraw any funds for that
26 pay period.

1 **2.2.3** The County shall transmit to D.R.I.V.E. National Headquarters on a monthly
2 basis, in one check, the total amount deducted for each contributing employee along with the name of
3 each employee on whose behalf a deduction is made.

4 **2.2.4** The Union will indemnify, defend and hold the County harmless against any
5 claims made and against it and any suit instituted against the County on account of any deduction or
6 lack thereof of D.R.I.V.E contributions.

7 **2.3 Notice of Recognition** - The County will require all new employees hired, transferred, or
8 promoted into a position included in the bargaining unit to sign a form which will inform them of the
9 Union’s exclusive recognition. One (1) copy of the form will be retained by the County, one (1) copy
10 will be given to the employee and the original will be sent to the Union. The County will notify the
11 Union when an employee leaves the bargaining unit.

12 **ARTICLE 3: MANAGEMENT RIGHTS**

13 **3.1 General** - The Union recognizes the prerogatives of the County to operate and manage its
14 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
15 terms and conditions of this Appendix.

16 **3.2 Rights Enumerated** - Unless modified by this Appendix or the CLA, the County shall
17 have the right to determine staffing levels and work locations; recruit, examine, hire, appoint,
18 promote, train, layoff, and discipline and discharge regular employees for just cause; direct and
19 assign the work; assign employees to work locations within the division; develop and modify
20 classification specifications; allocate positions to those classifications; allocate employees to those
21 positions; determine work shifts and work schedules; schedule and assign overtime work; establish
22 the methods, means and processes by which work is performed; establish rules; and the right to take
23 whatever actions are necessary in emergencies in order to assure the proper functioning of the work
24 units.

25 **ARTICLE 4: CLASSIFICATIONS AND COMPENSATION**

26 **4.1 Wage Rates** - The classifications of employees covered by this Agreement and the
27 corresponding rates of pay are set forth within Appendices “A” through “G” which are attached
28 hereto and made a part of this Agreement.

1 **4.2 Step Advancement** - A regular employee may be hired at Step 1 of the wage range
2 provided under the appendix covering the classification or above Step 1 as provided under the
3 County's Personnel Guidelines. Upon successful completion of the probationary period, as defined
4 by Article 12.2, for the initial hire into the classification, the employee will move from the initial step
5 hired to the next wage Step in the wage range, if hired at Step 1. If the employee is hired above Step
6 1, moving to the next Step is at the hiring authority's discretion within the first year after hire. Step
7 increases thereafter will be annually, on the date of the first Step movement after the initial hire into
8 the classification until the top step is reached. An employee working less than full-time will receive
9 step increases prorated based on the full-time work schedule of the work unit.

10 **4.2.1.** Employees whose classifications are in the Facilities Management Division
11 (FMD) and who start at the first Step, shall advance to the next step on the January 1 following
12 successful completion of probation, provided the employee had successfully completed probation on
13 or before September 30th. Advancement to the next step on the January 1 following successful
14 completion of probation is at FMD management's discretion if the employee is hired above the first
15 Step. Step increases thereafter will be annually, on the date of the first Step movement after the initial
16 hire into the FMD classification until the top Step is reached. An FMD employee working less than
17 full-time will receive Step increases prorated based on the full-time work schedule of the work unit.

18 **4.3 Step on Promotion** - A regular employee who is promoted from one classification to a
19 higher paying classification will be placed into the pay step providing no less than a five percent (5%)
20 increase in the employee's base hourly rate of pay, consistent with the rules established by KCC
21 3.15.130, not to exceed the top pay step of the higher paying classification.

22 **4.4 Temporary Employee Benefits** – Temporary employees are not eligible for insured
23 benefits (e.g., medical, dental, vision, life) or leave benefits, except as provided by law. However, a
24 temporary employee may be eligible to receive other compensation provided under King County
25 Code, as amended, in the event the employee exceeds the rolling year working hours threshold.

26 **4.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant
27 regular positions.

28 **4.6 Lead Assignment** - An employee may be temporarily assigned in writing by the

1 manager/designee to perform lead duties. Temporary lead assignments will be a standing agenda
2 item for LMC. The employee will be paid seven and one-half percent (7-1/2%) above the employee's
3 base hourly rate of pay. In the event that the employee works as a lead in excess of twenty-nine (29)
4 continuous days, all compensated hours will be at the higher rate of pay. This provision will be
5 superseded by lead level classifications in the attached appendices, if such classifications have a
6 higher wage rate than the employee's base hourly rate of pay.

7 **4.7 Intermittent Full-Time Employees** - Intermittent full-time employees (IFTE) are
8 defined as regular benefited employees in positions performing bodies of work that are expected to
9 last for more than six (6) months but less than twelve (12) months and where those bodies of work
10 are expected to be repeated in consecutive years. The number of IFTEs may vary from year to year
11 based upon funding and operational needs.

12 **4.7.1** The length of employment each year is not guaranteed. At the conclusion of the
13 employment period each year, career service IFTEs are laid off by position.

14 **4.7.2** IFTE employees who are laid off are eligible for recall in inverse order into an
15 IFTE of the same classification for one (1) year from the date of layoff.

16 **4.7.3** Recalled IFTEs will not be required to serve a six (6) month probationary period
17 after their initial probationary period is served. Should an employee not complete the employee's
18 probationary period within the first year, the probationary period will continue if recalled the
19 immediate following year until such time as the six (6) months has been served.

20 **4.7.4** Recalled IFTEs will resume the seniority which they had as of the date they
21 were laid off, based on previous hours of work in the position.

22 **4.7.5** Recalled IFTEs will have all previous time in the classification as an IFTE apply
23 towards the pay Step advancement, in accordance with the appropriate Appendix of this Agreement.

24 **4.7.6** Recalled IFTEs will have sick leave balances that they have accrued at the time
25 of layoff restored upon reemployment. Recalled IFTEs will have all previous time spent in the
26 classification as a IFTE apply towards vacation accrual rates regardless of whether they have
27 completed probation.

28 **4.7.7** IFTEs do not have a unilateral right to vacant, regular, full-time positions; this

1 includes the Career Support Service process.

2 **4.7.8** IFTEs do not have the right to bump regular, full-time employees even if they
3 have less seniority.

4 **4.7.9** Regular, full-time employees can be recalled to an IFTE position provided they
5 have more seniority than the IFTE.

6 **4.8 Ferry Tickets** - Ferry tickets shall be provided for temporary assignments on Vashon
7 Island when the employee is required to report directly to Vashon Island for the entire duration of the
8 temporary assignment.

9 **ARTICLE 5: HOURS OF WORK**

10 **5.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
11 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and
12 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

13 **5.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule
14 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive
15 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)
16 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or
17 a Sunday.

18 **5.1.2** In the Roads Services Division, the 4-10 summer schedule shall generally be
19 implemented beginning with the workweek that includes Memorial Day and concludes with the
20 workweek that includes Labor Day. Any deviation from this schedule shall be accompanied with a
21 fourteen (14) day notice from the County or by mutual agreement between the County and the Union.

22 **5.1.3 Additional Work Schedules** - By mutual agreement, additional work schedules
23 may be established for each Appendix.

24 **5.2 First Shift** - An employee assigned to work on a shift beginning between the hours of
25 5:00 a.m. and 11:59 a.m. will be considered to be on first shift.

26 **5.2.1 Second Shift Premium** - An employee assigned to work on a shift beginning
27 between the hours of 12:00 p.m. and 8:59 p.m. will be paid a shift premium of ten (10) percent of the
28 employee's base hourly rate of pay. An employee who is regularly assigned to the second shift will

1 have all compensable time paid at the higher rate of pay.

2 **5.2.2 Third Shift Premium** - An employee assigned to work on a shift beginning
3 between the hours of 9:00 p.m. and 4:59 a.m. will be paid a shift premium of fifteen (15) percent of
4 the employee's base hourly rate of pay. An employee who is regularly assigned to the third shift will
5 have all compensable time paid at the higher rate of pay.

6 **5.2.3 Overtime** - The additional hourly compensation (shift premium) paid to
7 employees assigned to second or third shift will not be paid for overtime hours worked by employees
8 who are assigned to first shift.

9 **5.3 Bid Postings** - Except in situations where the shift or schedule was established pursuant
10 to the Alternative Work Arrangement Policy, all newly established or changed regular work
11 schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted
12 on work site bulletin boards. Employees within the specific classification in the affected work unit
13 will have the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent
14 adequate interest, the County may assign employees within the classification in the affected work unit
15 to the remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to
16 work schedules or shifts will normally require a fourteen (14) calendar days notice to affected
17 employees. Work units are defined in each Appendix.

18 **5.3.1 Altering of Work Schedule** - No employee will have their work schedule
19 altered for the purpose of avoiding the payment of overtime except when an employee bids for such
20 change as provided in Section 5.3. No employee will be required to work on their scheduled day off
21 in lieu of the employee's scheduled workday. An employee will not receive overtime pay for
22 working on Saturday and/or Sunday if the day(s) are part of their regular work schedule.

23 **5.4 Temporary Work Schedule and/or Shift Change** - The manager/designee may
24 temporarily change an employee's work schedule and/or shift for planned projects, for training and
25 for covering a shift due to an absence or vacancy in accordance with Article 3. Such change will
26 normally require at least fourteen (14) calendar days notice to the employee, except when the County
27 has less than fourteen (14) calendar days notice and the change is made for training or to cover an
28 absence or vacancy.

1 **5.5 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 unless otherwise specified in the bargaining
6 unit's attached Addendum.

7 **ARTICLE 6: CONTRACTUAL OVERTIME AND PREMIUMS**

8 **6.1 Contractual Daily Overtime** - Contractual daily overtime shall be paid to employees
9 who work or are compensated for more than their regularly scheduled workday, inclusive of
10 alternative work schedules, at the contractual overtime rate in effect at the time the overtime work is
11 performed.

12 **6.1.1 Contractual Weekly Overtime** - Contractual weekly overtime shall be paid to
13 employees for all hours worked or compensated for in excess of forty (40) hours per FLSA
14 workweek at the contractual overtime rate in effect at the time the overtime work is performed.

15 **6.1.2 Contractual Overtime Rate** - The contractual overtime rate for each overtime
16 hour worked shall be one and one-half times the combined amount of the employee's hourly base rate
17 of pay, as specified in the Addendum wage tables, plus any applicable pay premiums in effect at the
18 time the overtime is worked that are contractually required to be included when calculating the
19 contractual overtime rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for
20 any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

21 **6.2 Scheduled overtime work** - Scheduled overtime work normally will be offered to full-
22 time regular, then part-time regular employees prior to all other employees except in those instances
23 where regular employees are not readily available, or when it is an extension of the workday for an
24 employee or work crew, or as provided in an Appendix to this Agreement. Readily available is
25 defined as the employee not being on a leave status and is present at work or at home when called at
26 the time the overtime work is being scheduled and is in the work unit in which the overtime will be
27 worked.

1 **6.3 Eight (8) Hour Break** - An employee who is called in to work prior to their next
2 regularly scheduled shift and who works no less than twelve (12) hours without at least eight (8)
3 hours break before the start of their next regularly scheduled shift will, upon request, be relieved from
4 their next regularly scheduled shift. The employee can be directed by the County, for safety reasons,
5 to not work their next regularly scheduled shift. In either of the above instances, the employee will
6 receive overtime pay for all such overtime hours worked, but may receive no pay for the regularly
7 scheduled shift from which the employee was relieved.

8 **6.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
9 between the employee and the manager/designee. The request to earn compensatory time off must be
10 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with
11 the Personnel Guidelines. Compensatory time off will be earned under the same conditions as
12 overtime in accordance with Section 6.1. Compensatory time must be used during the calendar year
13 in which it is accrued unless this is not feasible due to work demands. The employee may then
14 request, and the department director may approve, the carryover of a maximum of 40 hours of
15 accrued compensatory time. Employees will be paid in the pay period that includes December 31 for
16 all accrued compensatory time not carried over into the following year. Compensatory hours that
17 have been carried over must be used within the first quarter of the new calendar year, or will be
18 cashed out in the pay period that includes March 31.

19 **6.5 Overtime Authorization** - All overtime will be authorized in advance by the
20 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
21 considered overtime when it is a regularly scheduled workday for the employee.

22 **6.6 Emergency Work Premium** - Emergency work, other than the normal scheduled shift or
23 special schedule and/or shift not enumerated in Articles 5 or 6, will be credited as such and will be
24 compensated at the contractual overtime rate. In the event this overtime work is accomplished prior
25 to the normal working hours and the employee subsequently works their regular shift, the regular
26 shift will be compensated at the employee's base, hourly rate of pay. Emergency Work Premium does
27 not apply to employees in Roads or Fleet when placed on Alert Status as specified in the bargaining
28 unit's attached addendum.

1 **6.7 Tailgate Sanders and Support Vehicle Operations**

2 **6.7.1** The following provisions are intended to allow King County to ensure that all of
3 King County’s tailgate sanders and support vehicles are in service during County-wide snow and ice
4 emergencies.

5 **6.7.2** This provision shall be activated when Alert Status is activated under Snow and
6 Ice Operations Phase 2, or higher, meaning that a snow and ice emergency has been declared by the
7 Roads Services Director or designee. This provision shall apply to bargaining unit employees assigned
8 to work in Roads under Snow and Ice Operations Phase 2.

9 **6.7.3** Utility Worker II’s loaned in from other divisions who are assigned to work on
10 tailgate sanders and support vehicles will be put in Working Out Of Class assignments as Roads
11 Maintenance Worker I’s while operating tailgate sanders and support vehicles.
12 Employees will report directly to an assigned Roads Services reporting facility to operate a tailgate
13 sander or vehicle support.

14 **6.7.4** All employees will be paid at the contractual overtime rate for all time in Phase
15 2, or higher-while operating tailgate sander and vehicle support. For employees who have already
16 reported to work at their work domicile, this premium pay will begin once an employee is assigned to
17 report to a Roads location.

18 **6.7.5** Provided that all FLSA requirements are followed, hours already paid at the
19 contractual overtime rate are not used for the purpose of determining weekly overtime.

20 **6.8 Training Assignment-** When an employee has accepted an assignment from management
21 to train another employee(s) for one full day or more, such employee will be paid 5% (five percent)
22 above their hourly base pay for that day or days, under the following conditions:

23 **6.8.1** The employee submits a timely request for training pay under this section.
24 Requests should be submitted consistent with department policies and procedures, and if possible
25 should be submitted within the pay period in which the training time is worked;

26 **6.8.2** Those employees whose primary job duty is training, are not eligible for this
27 premium.
28

1 **ARTICLE 7: HOLIDAYS**

2 See also CLA Article 10 and the following:

3 **7.1 Holiday Premium Pay** - Work performed by a comprehensive leave-eligible employee
4 on a holiday shall be paid at one and one-half (1-1/2) times the employee's hourly base rate of pay
5 and any applicable pay premiums in effect at the time, in addition to the holiday pay.

6 **7.2 Holidays for 4-10 Employees** – An employee on a 4-10 work schedule may elect to use
7 two (2) hours of their accrued vacation leave or compensatory time applied in order to be
8 compensated ten (10) hours for each holiday identified within Article 10 of the CLA, or may elect to
9 take the two (2) hours as unpaid leave. As an alternative, and by mutual agreement between
10 management and the employees, employees working a 4-10 work schedule may have their schedule
11 changed to a 5-8 work schedule during weeks which have a holiday.

12 **ARTICLE 8: VACATION USAGE**

13 See also CLA Article 9 and 32 and the following:

14 **8.1 Increments of Use** - Vacation leave may be used in one-quarter (1/4) hour increments at
15 the discretion of the manager/designee.

16 **ARTICLE 9: SICK LEAVE**

17 See also CLA Article 11 and 31 and the following:

18 **9.1 Partial Day Increments** - Sick leave may be used in the same increments in which
19 employees are paid.

20 **9.2 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by
21 a leave eligible employee.

22 **9.3 Pay upon Separation** – As provided by the CLA Article 25, except as modified by a
23 VEBA agreement.

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

26 **9.4 Unpaid Leave** – See also CLA Articles 3, 11, 31, and the following:

27 **9.4.1 Failure to Return to Work** - Failure to return to work by the expiration date of
28 the leave of absence may be cause for removal and result in termination of the employee from County

1 service.

2 **9.5 Definition of Child** - For purposes of this Article, a child means a biological, adopted or
3 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,
4 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of
5 self care because of mental or physical disability.

6 **9.6 Term-Limited Temporary Employees** - A term-limited temporary employee who,
7 contiguous with the employee’s term-limited temporary employment becomes a regular employee
8 shall have the employee’s accrued sick leave accruals carried over with the regular appointment.

9 **ARTICLE 10: JURY DUTY**

10 **10.1 Jury Duty Shift Adjust** – See CLA Article 5 and the following: For purposes of this
11 section, the shift is the hours the employee is required to report or be available for jury duty, and the
12 schedule is assumed to be Monday through Friday, unless released sooner.

13 **ARTICLE 11: PREMIUMS WHILE OFF DUTY**

14 See also CLA Article 25 and the following:

15 **11.1 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall
16 continue to provide medical insurance coverage pursuant to the JLMIC cost share provisions for
17 active employees and their dependents for those months they are unable to work due to an on-the-job
18 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of
19 months of medical insurance coverage provided for under this Section shall not exceed twelve (12)
20 months or the number of months for which the employee continues to receive paid sick leave and/or
21 paid vacation leave benefits, whichever is the greater.

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

23 **12.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority
24 as hereinafter defined for the purposes specifically provided for within this Agreement.

25 **12.2 Probation** - An employee will be recognized as having attained seniority and regular
26 employee status when such employee has successfully completed a probation period equivalent of six
27 (6) months worked in a career service position based on a full-time work schedule in a classification
28 covered by this Agreement. Probation is also served when an employee is recalled from layoff,

1 transfers or is rehired, demoted or promoted. The probation period may be extended by the
2 manager/designee not to exceed a total of twelve (12) months worked. The County will notify the
3 Union of a probation extension. Upon successful completion of the probation period, the employee
4 will be assigned a classification seniority date which will be the date when the employee first
5 commenced their probation for that classification. An employee working less than a full-time work
6 schedule will have their probation prorated based on the full-time work schedule for the work unit.

7 **12.2.1** An employee who is recalled from layoff within two (2) years, or is rehired
8 within one (1) year will have their classification seniority restored upon successful completion of
9 probation.

10 **12.2.2** The movement of an active, career service employee to a different work unit,
11 work crew, or work site within the same division will not be considered a transfer that requires a
12 probation period, if the employee continues in the same job classification with substantially the same
13 duties.

14 **12.2.3 Resumption of Probationary Period Upon Recall From Layoff** - In the
15 event a regular employee is laid off during their probation period and is subsequently recalled to their
16 classification within ninety (90) calendar days from the date of layoff, the employee will be credited
17 with all days previously worked for purposes of satisfying their probation period and establishing
18 their resultant classification seniority date.

19 **12.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will
20 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee
21 who is unable to work because of a non-work related injury or illness will not accumulate seniority
22 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is
23 on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to
24 eighteen (18) workweeks of the qualified unpaid leave period.

25 **12.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an
26 approved unpaid leave of absence in excess of thirty (30) calendar days will not accumulate seniority
27 credits during such absence except as provided under Section 12.3.

28 **12.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of

1 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit
2 within twelve (12) months of the promotion or transfer, the employee will resume their seniority
3 which the employee had on the date of the promotion or transfer.

4 A regular employee who is promoted or transferred to another County position and does not
5 complete the probationary period may elect to return to the former position within six (6) months if
6 the former position is vacant and available. If the position is not available, and as a result the
7 employee separates from County service, the employee will be entitled to recall rights to the former
8 classification in accordance with Section 12.9 as if the employee had been laid off on the date of
9 separation. This provision does not apply to Special Duty Assignments where the employee shall
10 retain their seniority (and continues to accrue seniority) during the Special Duty Assignment.

11 **12.5 Seniority will be defined as follows:**

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

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

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

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

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

25 **12.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following
26 causes:

27 • Discharge for just cause.

28 • Promotion or transfer outside of the bargaining unit for one (1) or more years.

- 1 • Layoff for more than two (2) years.
- 2 • Resignation; provided, however, in the event a regular employee who has completed
- 3 their probation period is rehired to a classification covered under this Agreement within twelve (12)
- 4 months from the date of the employee’s termination or resignation, the employee will then be
- 5 credited with all their seniority credits previously existing on the employee’s last day worked.

6 **12.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County

7 will layoff the regular employee in the classification affected who has the least classification seniority

8 within their division. Prior to any layoff, all term-limited temporary, provisional, temporary and

9 probationary employees in the classification within the affected division of the department will be

10 separated first. Where two (2) or more regular employees have the same classification seniority, the

11 more senior employee will be the one who has the most seniority by applying the following seniority

12 tie breakers in this order: 1) division, 2) department, 3) bargaining unit, 4) County, 5) total number

13 of compensated hours, 6) a random method by mutual agreement.

14 **12.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-

15 force will be permitted to use their classification seniority to displace or “bump out” the least senior

16 regular employee occupying the same classification. The employee will also be permitted to use the

17 employee’s bargaining unit seniority to displace or “bump out” the least senior regular employee

18 occupying a classification within which the bumping regular employee had previously attained

19 seniority status. Regular employees in the Parks Division who were in a classification covered by

20 this Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for purposes of

21 being able to exercise their bumping rights as provided under this Article.

22 **12.8.1 Displaced Employees** - A regular employee who becomes displaced due to

23 another regular employee’s exercise of Section 12.8 will also be afforded the right to displace or

24 “bump out” the least senior regular employee in their classification in a similar manner.

25 **12.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be

26 recalled to the employee’s classification in the inverse order of layoff subject to the employee’s

27 ability to perform the work of the position for which the employee is recalled. A regular employee

28 will be removed from the recall list after two (2) years from the date of layoff, or the employee is

1 recalled, or the employee fails to accept or report to work after being recalled, or the employee
2 requests to be removed from the recall list.

3 **ARTICLE 13: MISCELLANEOUS**

4 **13.1 Seniority Lists** - The County will transmit to the Union upon request, but not more than
5 twice per year, a list of all employees in the bargaining unit. Such list will indicate the name of the
6 employee, job classification, classification seniority date and work unit.

7 **13.2 Road and River Improvement Employees** - All County Road and River Improvement
8 employees will be allowed pay from time of reporting to a designated headquarters and will end
9 when the employee returns from the field to such headquarters.

10 **13.3 Rain Gear** - The County will provide rain gear for all employees working in inclement
11 weather as needed.

12 **13.4 King County Labor-Management Committee(s)** - The County and the Union
13 recognizes the importance of a collective bargaining and employee relations climate in the County
14 that encourages cooperative efforts and joint problem-solving amongst all involved parties to better
15 serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit,
16 train and retain quality employees. In the interest of meeting these challenges, the County and the
17 Union agrees to establish labor-management committee(s) where mutually agreed.

18 **13.5 Biweekly Payroll** - The parties agree the County has the right to implement a common
19 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act workweeks.
20 The parties agree that applicable provisions of the Agreement may be re-opened at any time during
21 the life of this agreement by the County for the purpose of negotiating these standardized pay
22 practices, to the extent required by law.

23 **13.6 Shop Stewards** - Shop stewards may conduct representational responsibilities including
24 attending grievance, Weingarten and Loudermill meetings during the employee's regular scheduled
25 shift, without a loss of regular compensation, if excused from work by the employee's
26 manager/designee.

27 **13.7 Safety** - The County, Union and employees agree to comply with all applicable safety
28 laws and regulations. In the event an employee discovers or identifies an unsafe condition the

1 employee will immediately notify the manager/designee. No employee will be disciplined for
2 reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an
3 unsafe environment.

4 **13.8 Filling of Vacant Positions** – See also CLA Article 18 and the following:

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

12 **13.9 Use of Term-Limited Temporary Employees** – See also CLA Article 17 and the
13 following:

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

18 **13.10 Pension Trusts** - The County agrees to re-open negotiations during the term of this
19 Agreement upon request by the Union, solely for the purpose of negotiating procedures and policies
20 for employees covered by this Agreement to participate in the Union’s pension trust. The parties
21 understand and agree that the Union will conduct a membership vote to determine whether the
22 membership will participate in the pension trust, and that if a majority of members vote in favor of
23 participation, all bargaining unit employees must participate. The parties further agree that
24 participation in the pension trust shall not result in an increase of pay for any employees covered by
25 this Agreement.

26 **13.11 Automated Vehicle Location System Use Policy** - The “Automatic Vehicle Location
27 System Use Policy”, as amended, shall apply to all employees with the following modifications or
28 additions:

1 **13.11.1** AVL data will not constitute the sole documentation used to determine
2 discipline imposed on an employee.

3 **13.11.2** Any real time viewing of data is permissible only for operational reasons and
4 will not be used for surveillance of employees, whether to monitor performance or to justify
5 implementation of disciplinary actions. Furthermore, should the County engage in a process whereby
6 AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific
7 route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

8 **13.11.3** The County will not access such data for the purpose of disciplinary action
9 unless there is a good faith reason to suspect that an employee has committed an offense that could
10 result in discipline. The County agrees not to request or view AVL data, absent any other evidence,
11 for the purpose of monitoring an employee who may have committed a violation of some rule or
12 policy that could result in disciplinary action (i.e., no fishing expeditions).

13 **13.11.4** If the County is aware of AVL data that may pertain to an investigation, the
14 employee who is subject to the investigation and/or the Union will have the right to view the AVL
15 data before an investigatory interview is conducted by the employee’s department/division. If the
16 County refuses to show the employee and the Union the AVL data upon request before conducting an
17 investigatory interview then the AVL data shall not be used as evidence in any manner related to
18 discipline.

19 **13.11.5** The County agrees to comply with requests from the employee and/or the
20 Union for access to AVL data, where discipline or the potential to issue discipline exists.

21 **13.11.6** All Public Disclosure Requests related to AVL data will be forwarded to
22 public disclosure officials of the department/division responsible for the particular vehicle, or that
23 employs the Union employee, for response pursuant to the department’s policies and procedures.

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26 **ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION**

27 **14.1 Work Stoppages** - The County and the Union agree that the public interest requires
28 efficient and uninterrupted performance of all County services and to this end pledge their best efforts

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

11 **14.2 Employer Protection** - Upon notification in writing by the County to the Union that
12 any of its bargaining unit employees are engaged in a work stoppage, the Union will immediately, in
13 writing, order such members to immediately cease engaging such work stoppage and provide the
14 County with a copy of such order. In addition, if requested by the County, a responsible official of
15 the Union will publicly order such Union members to cease engaging in such work stoppage.

16 **14.3 Discipline** - Any employee participating in such work stoppage or in other ways
17 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
18 the County's work rules up to and including discharge, suspension, or other disciplinary action as
19 may be deemed applicable to such employee.

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28 International Brotherhood of Teamsters Local 117:

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John Scearcy
Secretary-Treasurer

For King County:

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Lacey O'Connell, Labor Relations Negotiator Senior
Office of Labor Relations, Executive Office

ADDENDUM A**Union Code: T2E**

This **ADDENDUM** modifies the Appendix 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 *
9440800	942400	Roads Maintenance Worker I	39	1-2-3-4-5 *
9440900	942403	Roads Maintenance Worker II	40	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

1 again for twelve (12) months following the effective date of the transfer.

2 **A.2.1 Work-Site Selection Process.**

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

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

10 a. There is no legal restraining order requiring separation of the
11 employee requesting the transfer and one or more bargaining unit employees of the planning unit into
12 which the employee wishes to transfer;

13 b. There is no documentation of sexual harassment or other
14 discrimination allegations between the employee requesting the transfer and one or more bargaining
15 unit employees of the planning unit into which the employee wishes to transfer;

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

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

20 If no internal regular career service employee in the same classification as the vacancy
21 applies to transfer into the vacant bargaining unit position, employees with six (6) months or less of
22 service may apply for transfer before any outside applications are considered. If a probationary
23 employee should apply for transfer into the vacant position, the County retains sole discretion to
24 approve such transfer and may extend the employee's probationary period.

25 B. Employees can submit or withdraw written requests at any time but will only be
26 considered for a transfer if it is on file prior to the transfer review meeting. The County will post a
27 notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as
28 a reminder to employees to submit requests if interested. The advance notification will include the

1 current vacant position(s). Given that each transfer results in a subsequent vacancy, the current and
2 subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers
3 will be reviewed and approved by the maintenance operations manager or designee. Requests on file
4 will be reviewed and approved by the maintenance operations manager or designee. Requests on file
5 will be purged annually. An employee who changes work locations through this process cannot
6 participate again for twelve (12) months following the effective date of the transfer.

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

9 **A.4 Work Units** - Work units will be defined as those County divisions in which bargaining
10 unit employees are regularly assigned to work. For employees working in the Roads Services
11 Division, work units will be determined by the Labor-Management Committee (LMC).

12 **A.5 After Hours Support** - In accordance with the CLA Article 43, it is understood that
13 employees who are not on call are not required to be available to respond to work-related calls during
14 their off-duty time.

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

22 **A.7 Alert Status in Roads Services** – Employees in Road Services will, in addition to the
23 employee's regular shift and schedule, be assigned an Alert Status shift and schedule (Alert).

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

26 **A.7.2 Alert Notification** - Given the unpredictable nature of operational needs in
27 Roads Services, Alert may be called at anytime and limited to the number of Roads Services
28 employees necessary to fulfill operational needs. Implementation of Alert Status will be considered

1 to have taken place when the work hours of the employee's normal shift have been altered without
2 the required advance notification as provided under Section A.6.

3 **A.7.3 Transition to Alert** - Transition to Alert may occur during a Roads Services
4 employee's regularly scheduled work day. In such cases, employees may be sent home before the
5 end of the regular shift in order to get rest prior to the start of their Alert shift, or may be required to
6 stay on their regular shift until the start of the Alert shift. The decision to send an employee home or
7 require the employee to remain at work will be determined by the County based on operational and
8 safety considerations, taking into consideration the desire of the employee. If the employee requests
9 and is approved to be relieved from their regular shift, the employee may use accrued vacation leave,
10 compensatory time, or leave without pay for that portion of the regular shift the employee did not
11 work. If the employee is relieved by management from their regular shift, the employee will be
12 compensated for the remainder of the shift.

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

21 **A.7.5 Compensation**

22 **1.** When a Roads Services employee transitions to the Alert shift during the
23 employee's normally scheduled shift, the employee will receive overtime for all time on the Alert
24 shift that is worked on the calendar day after the employee's regular shift of eight (8) or ten (10)
25 hours has been worked and paid at straight time.

26 **2.** When a Roads Services employee begins the Alert shift on the day they are
27 regularly scheduled to work but does not work their regular shift, or begins the Alert shift during the
28 same day the employee was relieved of their regular shift as provided under Subsection A.7.3, or

1 works the Alert shift on a day they are not normally schedule to work, the first four (4) hours worked
2 on the Alert shift is paid at the rate of one and one-half (1-1/2) the employee’s base hourly rate of
3 pay, including any applicable pay premiums in effect at the time. The next eight (8) hours worked
4 will be at the employee’s base hourly rate of pay, including any applicable pay premiums in effect at
5 the time.

6 **3.** If a Roads Services employee on Alert is approved to leave work at the
7 employee’s own request or at the beginning of a leave as provided under Subsection A.7.4, the
8 employee will be paid only for the hours worked.

9 **4. Leave Accruals** – A Roads Services employee on Alert shift during a
10 normally scheduled workday will receive vacation and sick leave accruals for the first eight (8) hours
11 worked if regularly assigned to a 5-8 work schedule, or ten (10) hours if regularly assigned to a 4-10
12 work schedule, in accordance with the CLA Articles 31 and 32, respectively.

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

15 **6. Compensation and Breaks While on an Alert Status Shift** – A Roads
16 Services employee who is assigned to work an Alert shift will be compensated for all hours assigned
17 to the shift inclusive of all meal periods and breaks. The County will try to provide meal and rest
18 periods in accordance with State regulations during an employee’s Alert shift. The County and
19 Union agree that by this section and RCW 49.12.187 the County may deviate from the meal periods
20 and rest breaks contemplated in State regulations and that the employees’ meal and rest periods may
21 be missed due to work requirements. If a meal or rest period is missed, no additional pay will be
22 provided.

23 **A.8 Scheduled Weekend and Holiday Overtime** - Overtime work which is required on
24 weekends and holidays shall first be offered to employees on a rotating seniority basis within the
25 work unit, if readily available. For work units in which there is more than one pit-site or crew the
26 overtime shall first be offered to employees on a rotating basis within the pit-site or crew, then to the
27 entire work unit. If the overtime is a continuation of work previously started by a particular crew
28 within a work unit, the overtime will first be offered to employees on a rotating seniority basis within

1 the crew, then to the work unit as described above. A work unit is defined as a maintenance division,
2 pit sites, planning unit operating out of a central shop with crews i.e., drainage crew, bridge crew, etc.

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

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

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

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

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

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

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

27 **D.** Employees loaned out to another work group are eligible for scheduled weekend
28 overtime in that work group as long as their regularly scheduled work hours in that work group total

1 twenty (20) hours or more during that week. An employee, who is not scheduled for weekend
2 overtime work in the loan-out workgroup, remains eligible for scheduled weekend overtime in their
3 regularly assigned workgroup. If there is scheduled overtime in both the loan-out group and
4 regularly assigned workgroup, the loan-out group takes precedent.

5 **E.** Employees loaned-out to another work group are eligible for call-outs in that work
6 group. While loaned out to another work group, the employee is no longer considered a member of
7 the work group to which they are regularly assigned for the purposes of call outs, except during an
8 “Alert” schedule (Section A.7), when the employee will be recalled to the employee’s regularly
9 assigned work group in Roads Services.

10 **F.** Definition: Loan-out is defined as an employee being temporarily reassigned with
11 advanced notice for one (1) day or more to another work group during which time s/he may be
12 required to report to that work site at the beginning of the day and is under the direction of that
13 planning group’s supervisor. When an employee is temporarily reassigned for one day or less, the
14 employee reports to and leaves from, their regularly assigned work group.

ADDENDUM B**Union Code(s): T2F**

This ADDENDUM modifies the Appendix by adding to, modifying or supplanting specific provision(s) therein and covers employees working in the Airport, Fleet, Solid Waste, and Facilities Management Divisions, Department of Public Health, and in the Department of Elections.

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.

**Only Utility Worker-Assistant classification in SWD is covered in Addendum B. For all other classifications in SWD, see Addendum D and Addendum E.

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

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

6 **B.2.1** For the standard schedule of five eight-hour shifts (5-8), overtime will be paid
7 for all time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek, in
8 accordance with Articles 5 and 6.

9 **B.2.2** For the schedule of two thirteen-hour shifts (2-13), overtime will be paid for all
10 time worked in excess of thirteen (13) hours in a workday or forty (40) hours in a workweek, in
11 accordance with Articles 5 and 6.

12 **B.2.3** Security Officers are not eligible for shift differential under Section 5.2.

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

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

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

22 **B.6 Unanticipated/Work Schedule and/or Shift Change in Fleet Services**- Normally, at
23 least eight (8) hours of advance notice will be given to an employee prior to temporarily changing the
24 employee’s work schedule and/or shift to perform unanticipated projects and/or operations. In the
25 event of snow removal, flood control, sanding, or other operations due to acts of nature which may or
26 may not be anticipated, an employee in Roads or Fleet Services may be placed on “Alert Status” and
27 the eight (8) hours of advance notice will not be required. Alert Status does not apply to bargaining
28 unit employees at the Airport, Solid Waste, Department of Public Health, Department of Elections or

1 FMD.

2 **B.7 Alert Status in Fleet Services** – Employees in Fleet Services will, in addition to the
3 employee’s regular shift and schedule, be assigned an Alert Status shift and schedule (Alert).

4 **B.7.1 Shift duration** - Alert may be of varying duration; however, Alert will be at
5 least eight (8) hours.

6 **B.7.2 Alert Notification** - Given the unpredictable nature of operational needs in
7 Fleet Services, Alert may be called at anytime and limited to the number of Fleet Services employees
8 necessary to fulfill operational needs. Implementation of Alert Status will be considered to have
9 taken place when the work hours of the employee’s normal shift have been altered without the
10 required advance notification as provided under Section B.6.

11 **B.7.3 Transition to Alert** - Transition to Alert may occur during a Fleet Services
12 employee’s regularly scheduled work day. In such cases, employees may be sent home before the
13 end of the regular shift in order to get rest prior to the start of their Alert shift, or may be required to
14 stay on their regular shift until the start of the Alert shift. The decision to send an employee home or
15 require the employee to remain at work will be determined by the County based on operational and
16 safety considerations, taking into consideration the desire of the employee. If the employee requests
17 and is approved to be relieved from their regular shift, the employee may use accrued vacation leave,
18 compensatory time, or leave without pay for that portion of the regular shift the employee did not
19 work. If the employee is relieved by management from their regular shift, the employee will be
20 compensated for the remainder of the shift.

21 **B.7.4 Employees on leave** - If a Fleet Services employee is on leave when an Alert
22 Status shift is called, the employee will not be called to work unless it is operationally necessary to do
23 so. Employees who have been pre-approved for leave may be relieved from Alert when the leave is
24 scheduled to begin unless the employee elects to cancel or postpone the start of the leave or is
25 operationally necessary due to emergent conditions for management to cancel the leave. In the event
26 that an employee’s approved prescheduled leave is cancelled due to Alert, the County agrees to
27 reimburse the employee’s documented unreimbursed travel expenses that are directly attributed to the
28 cancelled leave.

B.7.5 Compensation

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2 1. When a Fleet Services employee transitions to the Alert shift during the
3 employee’s normally scheduled shift, the employee will receive overtime for all time on the Alert
4 shift that is worked on the calendar day after the employee’s regular shift of eight (8) or ten (10)
5 hours has been worked and paid at straight time.

6 2. When a Fleet Services employee begins the Alert shift on the day they are
7 regularly scheduled to work but does not work their regular shift, or begins the Alert shift during the
8 same day the employee was relieved of their regular shift as provided under Subsection B.7.3, or
9 works the Alert shift on a day they are not normally schedule to work, the first four (4) hours worked
10 on the Alert shift is paid at the rate of one and one-half (1-1/2) the employee’s base hourly rate of
11 pay, inclusive of any applicable pay premiums in effect at the time. The next eight (8) hours worked
12 will be at the employee’s base hourly rate of pay, inclusive of any applicable pay premiums in effect
13 at the time.

14 3. If a Fleet Services employee on Alert is approved to leave work at the
15 employee’s own request or at the beginning of a leave as provided under Subsection B.7.4, the
16 employee will be paid only for the hours worked.

17 4. **Leave Accruals** – A Fleet Services employee on Alert shift during a
18 normally scheduled workday will receive vacation and sick leave accruals for the first eight (8) hours
19 worked if regularly assigned to a 5-8 work schedule, or ten (10) hours if regularly assigned to a 4-10
20 work schedule, in accordance with the CLA Articles 31 and 32, respectively.

21 5. **Shift premium** - Alert shifts will not be subject to shift premium pay as
22 provided under Section 5.2.

23 6. **Compensation and Breaks While on an Alert Status Shift** – A Fleet
24 Services employee who is assigned to work an Alert shift will be compensated for all hours assigned
25 to the shift inclusive of all meal periods and breaks. The County will try to provide meal and rest
26 periods in accordance with State regulations during an employee’s Alert shift. The County and
27 Union agree that by this section and RCW 49.12.187 the County may deviate from the meal periods
28 and rest breaks contemplated in State regulations and that the employees’ meal and rest periods may

1 be missed due to work requirements. If a meal or rest period is missed, no additional pay will be
2 provided.

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ADDENDUM C**Union Code: T2J**

This **ADDENDUM** modifies the Appendix by adding to, modifying or supplanting specific provision(s) therein and covers employees working in the Department of Community and Human Services.

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 Bid Postings - The provisions of Section 5.3 (Bid Postings) will not apply to this Appendix.

C.2.1 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 5.3.1, 5.4 et seq.) Vacant bargaining unit positions shall be filled as provided in Section 13.8.

C.3 Clothing Allowance –Regular employees will receive four hundred dollars (\$400) and temporary employees will receive two hundred dollars (\$200) 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

1 pay period that includes July 5 of each year provided they worked at least two hundred (200) hours
2 during the previous six (6) months.

3 **C.3.1 Personal Protection Equipment (PPE)** – The County shall provide each
4 employee with required PPE equipment, including, but not limited to raingear which is visible at
5 night.

6 **C.4 Personal Property** - Employees who unintentionally suffers a loss or damage to
7 personal property while on duty will have property repaired or replaced at County expense.
8 Reimbursement for personal property will not exceed one hundred fifty dollars (\$150) unless the
9 replacement cost is greater for necessary items such as prescription glasses and hearing aids. The
10 County, to minimize its loss expense, may issue a policy as to which items will be brought on the
11 premises at the employee’s own risk, like expensive leather jackets, and jewelry (other than wedding
12 bands.)

13 **C.5** When a holiday falls on a scheduled day off, eligible employees will receive holiday pay
14 pursuant to the CLA.

15 **C.5.1** Instead of being paid holiday pay, as provided under the CLA, employees
16 eligible for holiday pay may elect to accrue up to eight (8) hours of compensatory time when working
17 on a recognized holiday or when a holiday falls on a scheduled day off. All compensatory time not
18 used by the end of the calendar year may be paid out, as determined by the County, regardless of
19 when the time was earned.

20 **C.5.2** An employee who is scheduled to work on a holiday will be required to work
21 unless absent on approved leave.

22 **C.5.3** An employee who is absent on a holiday that is a scheduled work day will
23 receive holiday pay as provided by the CLA Article 10 if the employee complies with required
24 procedures for requesting leave, and the leave is approved.

25 **C.5.4** The employee’s sick leave balance will be charged if the absence is for a
26 purpose covered by sick leave policies.

27 **C.6** If the County determines that employees will be required to acquire and maintain a
28 license or certification, the County will notify the Union prior to implementation and provide an

1 opportunity to negotiate the effects of the license or certification requirement. All mandatory work-
2 related training will be on paid time and at County expense.

3 **C.7** If an employee who is not on standby accepts a work-related telephone call, and as a
4 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)
5 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee
6 returns to work as a result of the call, the provisions of the CLA Article 43.B.1 will apply. The
7 County may request documentation of the timing and nature of the telephone call. It is understood
8 that employees who are not on call are not required to be available to respond to work-related calls
9 during their off-duty time.

10 **C.8 Trading of Shifts** – The trading of shifts shall be permissible on a case-by-case basis, if
11 the employees involved mutually agree to trading shifts during the same workweek and the trade does
12 not result in overtime being paid due to the trade. Management must approve all trades in advance.

13 **C.9 Hiring Preference** – On-call employees working in this classification who apply for an
14 open regular, fulltime position who have reached one thousand (1000) hours and have worked at least
15 two (2) calendar years shall be considered internal candidates when applying for a regular position.
16 Such candidates shall be given a first in-person interview.

17 **C.10 Closure of Shift** – The County will check the availability of all on-call employees and
18 regular employees before covering all or part of the shift with non-bargaining unit employees.
19 Provided, however, the County can use non-bargaining unit employees if there is an immediate need
20 to cover the shift while it is checking for the availability of on-call employees and, if available, the
21 employee's arrival to the job.

22 **C.11 Safety Committee** – Sixty (60) days after full and final execution of the new labor
23 agreement, the parties shall establish a safety committee and appoint one (1) bargaining unit
24 representative and one (1) management representative as co-chairs.

25 **C.12 Exposure to Health Risks** – The parties recognize that the work of the employees
26 expose them to health risks, such as body waste and fluids. An employee whose clothes have been
27 soiled will, with supervisor approval, be relieved of duty with pay in order to change clothes. The
28 supervisor's approval will not be unreasonably withheld.

1 **C.13 Report Pay** – Any employee covered by this Appendix who is scheduled to work and
2 who reports to work at the scheduled time and is subsequently sent home, shall receive four (4) hours
3 of pay at the shift rate of pay, including any premiums.

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ADDENDUM D**Union Code: T2V**

This **ADDENDUM** modifies the Appendix by adding to, modifying or supplanting specific provision(s) therein and covers employees working in the Solid Waste, Road Services Divisions and King County International Airport.

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

1 determines when a position is vacant and when, and if it will be filled. The most senior employee in
2 the classification will receive the first right of refusal for that position transfer, provided the
3 following conditions are met:

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

6 a. There is no legal restraining order requiring separation of the
7 employee requesting the transfer and one or more bargaining unit employees of the planning unit into
8 which the employee wishes to transfer;

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

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

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

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

26 **D.3 Crew Chief Callout Premium and Vehicles** – Pursuant to CLA Article 43.B.2, Crew
27 Chiefs who are assigned a County take-home vehicle will be paid a minimum of two (2) hours at the
28 overtime rate for each callout when required to return to work once having left the work-site upon

1 completion of their shift. In accordance with the County's Take Home Vehicle Policy, the County
2 shall retain exclusive right to assign vehicles to Crew Chiefs and/or to revoke such assignment at its
3 exclusive discretion upon thirty (30) days notice.

4 **D.3.1** In the event the County elects to revoke a take-home vehicle for a Crew Chief,
5 the Crew Chief shall be compensated for any callout at the four (4) hour minimum rate provided for
6 within CLA Article 43.B.1.

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

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

12 **D.6 After Hours Support** - In accordance with the CLA Article 43, it is understood that
13 employees who are not on call are not required to be available to respond to work-related calls during
14 their off-duty time.

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

22 **D.8 Alert Status in Roads Services** – Employees in Road Services will, in addition to their
23 regular shift and schedule, be assigned an Alert Status shift and schedule (Alert).

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

26 **D.8.2 Alert Notification** - Given the unpredictable nature of operational needs in
27 Roads Services, Alert may be called at anytime and limited to the number of Roads Services
28 employees necessary to fulfill operational needs. Implementation of Alert Status will be considered

1 to have taken place when the work hours of the employee's normal shift have been altered without
2 the required advance notification in accordance with Section D.7.

3 **D.8.3 Transition to Alert** - Transition to Alert may occur during a Roads Services
4 employee's regularly scheduled work day. In such cases, employees may be sent home before the
5 end of the regular shift in order to get rest prior to the start of their Alert shift, or may be required to
6 stay on their regular shift until the start of the Alert shift. The decision to send an employee home or
7 require them to remain at work will be determined by the County based on operational and safety
8 considerations, taking into consideration the desire of the employee. If the employee requests and is
9 approved to be relieved from their regular shift, the employee may use accrued vacation leave,
10 compensatory time, or leave without pay for that portion of the regular shift they did not work. If the
11 employee is relieved by management from their regular shift, the employee will be compensated for
12 the remainder of the shift.

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

21 **D.8.5 Compensation**

22 **1.** When a Roads Services employee transitions to the Alert shift during their
23 normally scheduled shift, the employee will receive overtime for all time on the Alert shift that is
24 worked on the calendar day after the employee's regular shift of eight (8) or ten (10) hours has been
25 worked and paid at straight time.

26 **2.** When a Roads Services employee begins the Alert shift on the day the
27 employee is regularly scheduled to work but does not work their regular shift, or begins the Alert
28 shift during the same day the employee was relieved of their regular shift as provided under

1 Subsection D.8.3, or works the Alert shift on a day they are not normally schedule to work, the first
2 four (4) hours worked on the Alert shift is paid at the rate of one and one-half (1-1/2) the employee’s
3 base hourly rate of pay, including any applicable pay premiums in effect at the time. The next eight
4 (8) hours worked will be at the employee’s base hourly rate of pay, including any applicable pay
5 premiums in effect at the time.

6 **3.** If a Roads Services employee on Alert is approved to leave work at their
7 own request or at the beginning of a leave as provided under Subsection D.8.4, they will be paid only
8 for the hours worked.

9 **4. Leave Accruals** – A Roads Services employee on Alert shift during a
10 normally scheduled workday will receive vacation and sick leave accruals for the first eight (8) hours
11 worked if regularly assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a 4/10
12 work schedule in accordance with Sections 5.1 and 5.1.1, respectively.

13 **5. Shift premium** - Alert shifts will not be subject to shift premium pay as
14 provided under Section 5.2.

15 **6. Compensation and Breaks While on an Alert Status Shift** – A Roads
16 Services employee who is assigned to work an Alert shift will be compensated for all hours assigned
17 to the shift inclusive of all meal periods and breaks. The County will try to provide meal and rest
18 periods in accordance with State regulations during an employee’s Alert shift. The County and
19 Union agree that by this section and RCW 49.12.187 the County may deviate from the meal periods
20 and rest breaks contemplated in State regulations and that the employees’ meal and rest periods may
21 be missed due to work requirements. If a meal or rest period is missed, no additional pay will be
22 provided.

23 **D.9 Scheduled Weekend and Holiday Overtime**

24 **A. Roads Division:** Overtime work which is required on weekends and holidays
25 shall first be offered to employees on a rotating seniority basis within the work unit, if readily
26 available. For work units in which there is more than one pit-site or crew the overtime shall first be
27 offered to employees on a rotating basis within the pit-site or crew, then to the entire work unit. If
28 the overtime is a continuation of work previously started by a particular crew within a work unit, the

1 overtime will first be offered to employees on a rotating seniority basis within the crew, then to the
2 work unit as described above. A work unit is defined as a maintenance division, pit sites, planning
3 unit operating out of a central shop with crews i.e., drainage crew, bridge crew, etc.

4 **B. Solid Waste Division:** Except as provided under Section 6.2, employees who are
5 desirous of working overtime on their “off shift” shall indicate their availability for same upon forms
6 as prescribed by the division director/designee. Readily available employees will be selected from
7 the list in order of seniority and availability on a rotation basis.

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

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

ADDENDUM E

Union Code: T4F

This **ADDENDUM** modifies the Appendix 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 Temporary Hires - Temporary employees hired to fill vacancies in regular positions shall be hired from a current employment list.

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

E.4 If an employee who is not on standby accepts a work-related telephone call, and as a result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15) minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee returns to work as a result of the call, the provisions of the CLA Article 43.B.1 will apply. The County may request documentation of the timing and nature of the telephone call. It is understood that employees who are not on call are not required to be available to respond to work-related calls

1 during their off-duty time.

2 **E.5** The County agrees to conduct a classification and compensation study of the Utility
3 Worker classification during the term of this Agreement, and to provide the Union with a report at the
4 conclusion of the study. The County agrees to negotiate the effects of any implementation of the
5 study results, if the Union requests.

6 **E.6 Scheduled Weekend and Holiday Overtime** - Except as provided under Section 6.2,
7 employees who are desirous of working overtime on their “off shift” shall indicate their availability
8 for same upon forms as prescribed by the division director/designee. Readily available employees
9 will be selected from the list in order of seniority and availability on a rotation basis.

10 **E.7 Union Pension** - The County will pay one dollar (\$1.00) per compensated hour, except
11 for eligible vacation and sick leave hours cashed out upon termination of employment, to the Western
12 Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit in
13 accordance with the Parties’ pension agreements. All bargaining unit employees will have their wage
14 rate reduced by the amount of the County’s contribution on the employee’s behalf. Pension
15 payments and provisions will be in accordance with the Parties’ pension agreements.

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ADDENDUM F

Union Code: L1

This ADDENDUM F modifies the [461] Joint Units Agreement by adding to, modifying or supplanting specific provision(s) therein and covers employees working in the Print Shop.

Job Class Code	PeopleSoft Job Code	Classification Title	Division	Range
7210100	720901	Print Shop Specialist I	Facilities Management Division	37
7210200	720801	Print Shop Specialist II	Facilities Management Division	40
7211000	721602	Print Shop Supervisor	Facilities Management Division	48

F.1 Employees shall be subject to all terms and conditions of employment provided under the JUA; except, Article 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, Article 5, Article 2.2, 6.3, 6.4, Article 9, Article 12, Article 13.2, 13.9, 13.10.

F.2 Lead - While it is the prerogative of the management to determine which employees of the Print Shop will be designated as Lead and, thus, receive the premium pay, the parties understand and appreciate the concerns of the employees currently so assigned that their lead pay not be revoked without providing an opportunity to discuss the matter. The County therefore agrees to the following:

1. The Division Director or designee will notify the Union and the affected employee at least ten (10) work days prior to revoking the Lead status of that individual.

2. If requested by the Union, a meeting will be scheduled to discuss the situation. Scheduling of such a meeting will not serve to delay the revocation of the Lead assignment.

1 3. Upon revocation of the Lead status and Lead pay, the employee will no longer be
2 required to perform the additional duties/functions associated with that Lead assignment.

3 4. Employees assigned to perform lead worker duties shall be paid one dollar and
4 twenty-five cents (\$1.25) per hour premium for all time spent while so assigned.

5 **F.3 Temporary Employees** – Temporary employees receive no benefits or pay in lieu of
6 benefits unless the individual qualifies for same under the County Code.

7 **F.4 Pay on Promotion in Unit** - If an employee of the Print Shop is promoted to another
8 position in the bargaining unit, the first-year rate will be approximately five percent (5%) over the
9 individual’s current rate of pay or step one (1) of the new classification, whichever is higher.

10 **F.5 Shift Differential** - Employees assigned to a second shift shall be paid a twenty-seven
11 cents (\$0.27) per hour premium for all time spent while so assigned.

12 **F.6 Overtime** - A minimum of four (4) hours at overtime rate shall be allowed each time an
13 employee is required to work on a normally scheduled day off. Where such overtime exceeds four
14 (4) hours, the actual hours worked shall be paid at overtime rates.

15 **F.7 Standard Hours of Work** - The standard work week shall consist of five (5) consecutive
16 work days not to exceed eight (8) hours each, exclusive of the lunch period, and not to exceed forty
17 (40) hours per week and shall normally be scheduled Monday through Friday. The working hours of
18 each day shall normally be between 6:00 a.m. and 6:00 p.m. Multiple shifts are recognized as are
19 Alternative Work Schedules such as 4/10 schedule.

20 **F.8 4/10 Work Schedule** - The County and the Union agree that should a four (4) day ten
21 (10) hour workweek (4/10) be implemented employees working said schedule will be subject to the
22 following conditions:

23 1. **Work Day** - The normal workday shall not exceed ten (10) hours each, exclusive
24 of the lunch period.

25 2. **Work Week** - Employees shall be scheduled to work four (4) consecutive
26 workdays for a total of forty (40) hours per week.

27 3. **Vacations** - Hourly vacation accrual rates shall not be affected upon
28 implementation of a 4/10 work schedule. Vacation benefits shall be expended on an hourly basis (for

1 example, an employee scheduled to work ten (10) hours shall be charged with the use of ten (10)
2 hours of vacation for each day of vacation) and in accordance with the CLA.

3 **4. Sick Leave** - Hourly sick leave accrual rates shall not be affected upon
4 implementation of a four (4) day work schedule. Sick leave benefits shall be based on number of
5 hours worked and shall be expended on an hourly basis and in accordance with the CLA.

6 **5. Scheduling** - Scheduling of days and hours of work shall be the sole prerogative of
7 the County.

8 **6. Discontinuance** - The County shall have the right to discontinue the 4/10
9 workweek schedule for any business or operational reason provided at least four (4) weeks prior
10 notification is given, after which the terms and conditions of 4/10 workweek schedule portions of this
11 Agreement shall become null and void. Nothing in this Section shall be interpreted in such a way as
12 to prevent individual employees from returning to a five (5) day work week schedule with less than a
13 four (4) week prior notification providing such a change is mutually agreeable between the employee
14 and the County.

15 **F.9 Promotion** - FMD subscribes to the career ladder concept and will promote from within
16 consistent with the dictates of good management practice and merit principals. Position vacancies
17 shall be filled in accordance with the King County Personnel Guidelines; provided that regular
18 employees covered by this bargaining agreement shall have notice of the vacancies and the
19 opportunity to request simultaneous consideration for advancement to openings for which they
20 qualify; provided further that hiring decisions shall be the sole province of management.

21 **F.10 New Technology or Equipment** - In the event that the County acquires new
22 technology, the County shall provide written notice to the Union within a reasonable time prior to
23 installation. The County agrees to meet and confer with the Union regarding the introduction of such
24 technology or equipment and any impact it may have on bargaining unit work. If, as a result of the
25 acquisition of new technology positions are reclassified, any negotiated wage changes will be
26 retroactive to the date the operation of the new technology/equipment commenced.

27 **F.11 Pension Re-opener** - During the term of this Agreement, the parties agree to negotiate
28 the subject of pension withholding for the Union Pension Fund.

1 **F.12 Background Check** - As a condition of employment, all employees are required to pass
2 a background check including a fingerprint based background check as required by the County
3 pursuant to the national Criminal Justice Information Services Security Policy (CJIS). Failure to pass
4 the background check, or revocation of CJIS access, will be just cause to separate the employee from
5 the County. All employees are required to self-report any instance when they have been arrested
6 and/or charged with a crime to their supervisor. Failure to self-report within 24 hours, absent good
7 cause presented by the employee as soon as possible after the arrest and/or charge, is cause for
8 discipline.

9 **F.13 Layoff** - Regular employees laid off as a result of a reduction of work and/or a shortage
10 of funds shall be laid off within the classification according to the employee's date of hire into a
11 bargaining unit position. Regular employees with the least amount of seniority shall be laid off first;
12 however, in the event of two (2) employees having the same seniority, ability, skill and other relevant
13 job-related factors shall be the determining factors on retention.

14 1. In the event of a layoff where more senior employees are displaced by lack of
15 funds, curtailment of project, etc., then such employees shall be entitled to bump less senior
16 employees, the intent being that the least senior employees will be laid off first.

17 2. Prior to any layoff, all employees other than regular employees in the bargaining
18 unit shall be removed from the payroll first. This shall include temporary employees, interns and
19 probationary employees.

20 3. The County agrees to notify the Union at least two (2) weeks in advance, in
21 writing, of any anticipated reduction-in-force. Such notice shall include the names, classifications,
22 and seniority dates of all regular employees within the affected department and the names,
23 classifications, and seniority dates of employees scheduled to be laid off.

24 4. Regular employees exercising their bumping rights must be able to qualify for the
25 position into which they propose to bump within a reasonable time of being placed in the position.

26 5. Employees laid off shall be recalled in the inverse order of layoff for up to two (2)
27 years from the date of layoff, those with the most seniority being recalled first.

ADDENDUM G

Union Code: T3A

This ADDENDUM modifies the Appendix by adding to, modifying or supplanting specific provision(s) therein and covers employees working in the Department of Adult and Juvenile Detention.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9500200	951202	Cook/Baker I	43	1-2-3-4-5 *
9500201	951303	Cook/Baker II	47	1-2-3-4-5 *

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

G.1 Compensatory Time - If requested by the employee and agreed to by the Manager/designee, compensatory time off in lieu of overtime compensation may be authorized. (Replaces Section 6.4)

G.1.1 Compensatory time off will be scheduled at a time mutually agreed upon by the employee and the County.

G.2 Direction of Staff/Inmates - Cook-Bakers I and Cook-Bakers II may be required to direct other staff and/or inmates in the performance of their regular duties.

G.3 Promotion - The County welcomes and encourages employees to apply for promotional opportunities.

G.4 Shift Differential - The provisions of Sections 5.2.1 and 5.2.2 relating to shift differential will not apply to members of this bargaining unit.

G.5 Schedule and Shift - Full time Employees shall be required to work a full forty (40)

1 hour workweek inclusive of the meal period of thirty (30) minutes. The standard shift will be eight
2 (8) hours inclusive of the meal period. Employees will remain at a designated work site and on duty,
3 and may be directed to perform work during the meal period. The parties understand and agree that
4 circumstances may not always allow for the meal period of at least thirty (30) minutes as provided in
5 Washington Administrative Code 296-126-092 (1).

6 **G.5.1** A shift bid on the basis of seniority shall be conducted every two (2) years.
7 This bid shall open up all positions at all facilities by classification. As shifts become vacant, shift
8 bids within a classification at that facility shall be conducted on the basis of seniority, as needed.

9 **G.6 Work Units** - Work units will be defined as those County divisions in which members
10 are regularly assigned to work.

11 **G.7** The County will supply each employee seven (7) sets of pants, hats and shirts to be
12 replaced as needed, as determined by the County.

13 **G.8** Employees who translate a language in the work place identified by the County as a
14 language for which translation activity is necessary shall be paid five hundred dollars (\$500) per year
15 paid in semi-annual installments. Eligible employees shall be required to pass a language proficiency
16 test administered by the County. The County retains the discretion to determine the number of
17 employees that may qualify for the premium.

18 **G.9 Employee Transfer to a Different Facility (King County Correctional Facility or**
19 **Regional Justice Center)** - Once an employee has successfully completed the probationary period, if
20 an opening becomes available in either facility (KCCF or RJC) the employee who transfers within the
21 same job classification will not be subject to a new probationary period.

22 **G.10 Holidays Observed** – Article 7 of the Appendix does not apply. Employees covered
23 under this Addendum shall receive holiday pay or worked premium on the date of the actual holiday.

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
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