

**Coalition Labor Agreement (CLA) - Appendix for 351  
Agreement Between King County  
And  
International Union of Operating Engineers, Local 302  
Equipment Operators - Departments: Natural Resources & Parks, Local Services, and  
Executive Services**

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

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

## 9 10 **ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT**

11 The CLA shall apply to the individual bargaining unit's employees in its entirety.  
12

## 13 **ARTICLE 2: GENERAL PROVISIONS**

14 **2.1 Purpose** - The purpose of this Agreement is to promote the continued improvement of  
15 the relationship between the County and its employees through their Union. The articles of this  
16 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

17 **2.2 Labor-Management Committee(s)** - The County and the Union recognize the  
18 importance of positive labor relations that encourage cooperative efforts and joint problem-solving by  
19 all parties to better serve the public, increase productivity, reduce waste, improve safety, improve  
20 morale, and recruit, train, and retain quality employees.

21 In the interest of meeting these challenges, the County and the Union agree to establish labor-  
22 management committees in each division that shall meet quarterly, or as requested by the parties.  
23 The Committee(s) shall be comprised of representatives from the bargaining unit, plus their business  
24 representative(s), and representative from management, and the assigned Labor Relations Negotiator.  
25 The parties will invite a neutral from the County's ADR program, if needed, and will consider the use  
26 of a charter of the committees' processes and rules.  
27  
28

### **ARTICLE 3: UNION RECOGNITION**

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

**3.2** The County shall not assign work to employees outside of the bargaining unit which the members of the bargaining unit have historically exclusively performed unless it is required by law or is a business necessity due to an emergent situation or to augment the workforce on a short-term, temporary basis. Except for emergent situations, the County shall provide notice to the Union of its intent and decision to assign work to employees outside of the bargaining unit which the members of the bargaining unit have historically exclusively performed and, upon request, discuss the decision, or bargain the decision if such an obligation exists. Nothing in this provision shall limit what the County has historically assigned to non-bargaining unit employees. This section is not intended to replace any other previous agreements or understandings with the Union regarding shared staffing and/or cross jurisdictional assignments. Where the effect of the assignment is de minimis, this section shall not apply and such assignment to employees outside the bargaining unit shall be allowable.

### **ARTICLE 4: MANAGEMENT RIGHTS**

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

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

1           **4.3 Notification of Classification Specifications Changes-** The County shall notify the  
2 Union of any proposed changes to class specifications of positions already represented by the Union.

3  
4 **ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

5           **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the  
6 corresponding rates of pay are set forth within the wage addendum which is attached hereto and made a  
7 part of this Agreement. General Wage Increases shall be pursuant to the Coalition Labor Agreement,  
8 Article 29.

9           **5.2 Step Advancement** - An employee may be hired at Step 1 of the wage range provided  
10 under Addendum A covering the classification or above Step 1 as provided under the County's  
11 Personnel Guidelines. Upon successful completion of the probationary period, the employee will  
12 move from the initial step hired to the next step in the wage range. Step increases thereafter will be  
13 annually on the anniversary date of the employee's successful completion of probation. An employee  
14 working less than full-time will receive step increases prorated based on the full-time work schedule  
15 of the work unit.

16           **5.2.1** An employee who is hired into a career service position who has successfully  
17 completed the Washington State Apprenticeship program in the craft hired will start as Step 3 and  
18 advance to Step 5 on successful completion of probation.

19           **5.3 Step on Promotion** - A career service employee who is promoted from one classification  
20 to a higher paying classification under this Agreement will be placed into the pay step providing no less  
21 than a four and one-half percent (4-1/2%) increase in their base hourly rate of pay not to exceed the top  
22 pay step of the higher paying classification.

23           **5.4 Short-Term Temporary Employee Benefits** - The County will pay the full hourly  
24 contribution rate into the medical portion of the Operating Engineers' Health and Welfare Trust on  
25 behalf of temporary employees for each hour the temporary employee is in pay status. The  
26 temporary employee may be eligible to receive other compensation provided under King County  
27 Code, as amended, in the event the employee exceeds the calendar year working hour threshold.

28           **5.5 Temporary/Career Service Positions** - Temporary employees will not be used to supplant

career service employees or positions.

**5.6 Out-of-Classification** - Per CLA Article 33, plus the following: Working out of class assignments will not be used to supplant positions or violate Union jurisdictional rights.

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

## **ARTICLE 6: HOURS OF WORK**

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

**6.1.1 Four-Ten (4-10) Work Schedule** - The 4/10 work schedule shall consist of four (4) work days of ten (10) hours each work day, exclusive of meal periods, not to exceed forty (40) hours per work week. An established four-ten (4-10) workweek schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or a Sunday.

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

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

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

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

eligibility determinations.

a. Assignment to the 7-10 work schedule will be at management discretion.

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

**6.1.3 Three-Thirteen (3-13) Work Schedule** - There may be established a work schedule comprised of three (3) consecutive work days of thirteen (13) consecutive hours each, which hours will be exclusive of the meal periods and will not exceed forty (40) hours per FLSA workweek requirements. Start time and days scheduled for a three-thirteen (3/13) workweek schedule shall be determined by the County, except that days off will include a Saturday and/or a Sunday.

a. Three-Thirteen (3/13) shifts shall be bid in accordance with existing shift bidding practices within the unit.

b. Meal periods of those on shift shall be staggered to provide for continuous coverage in the event of an emergency. In the event there is only one operator on shift and they have to respond to an emergency during the meal period(s), the time spent working shall not be counted toward the break time.

c. The regular working hours for the 3/13 shift will include a half-hour unpaid meal period and a half-hour paid meal period.

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

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

**6.2.2 Second Shift** - An employee assigned to work on a shift beginning between the hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee assigned to second shift will be their base hourly rate of pay plus ten percent (10%). An employee who is regularly assigned to second shift will have all compensable time paid at the higher rate of pay. For Landfill Gas employees who are regularly scheduled to begin work between 7:30 p.m. and 9:00 p.m., the entire shift will be paid at the third shift premium.

1           **6.2.3 Third Shift** - An employee assigned to work on a shift beginning between the hours of  
2 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an employee assigned  
3 third shift will be their base hourly rate of pay plus fifteen percent (15%). An employee who is  
4 regularly assigned to third shift will have all compensable time paid at the higher rate of pay.

5           **6.2.4 7-10 Shift** - Equipment Operators who work a 7-10 work schedule will receive a shift  
6 differential of 14.3% for all compensable hours; such shift differential is intended to provide  
7 compensation equivalent to that received by an employee working a forty (40) hour workweek  
8 schedule.

9           **6.3** The following language is intended to allow for the continuation of practices currently  
10 authorized by this collective bargaining agreement relating to the administration of meal periods and  
11 breaks: For employees receiving paid meal periods and/or intermittent rest periods, this agreement  
12 specifically supersedes in total the State provisions regarding meal and rest periods for Employees,  
13 and as such, these employees do not receive a designated meal or rest period. Employees receiving a  
14 paid meal period will be entitled to meal and rest periods only as described in this agreement, and not  
15 those provided by State law.

16           **6.4 Shift Bidding/Work Unit Locations - Road Services Division**

17           **6.4.1 Shift Bidding** - All newly established on-going work schedules (days of work) and  
18 shifts (hours of work) in the work unit will be posted. Employees within the specific classification in  
19 the affected work unit will have the opportunity to bid by seniority order for the work schedule or  
20 shift. Absent adequate interest, the County may assign employees within the classification in the  
21 affected work unit to the remaining work schedules or shifts by using inverse seniority order.  
22 Changes to work schedules or shifts will normally require a two (2) week notice to affected  
23 employees.

24           **6.4.2 Position Opening and/or Days Off Assignments** - Classification seniority will be a  
25 primary factor, but not the sole or exclusive factor, in determining an employee's assignment to a  
26 vacancy in another work-unit location and/or days off; provided, however, the employee must have  
27 previously submitted a written notification to the manager/designee indicating their interest in attaining  
28 the work-unit location and/or days off; provided further, the employee must be capable of performing

the work required. Crew experience mix will be recognized as an appropriate criteria in determining such assignment.

**6.4.3** Work unit is defined as a planning unit (e.g., paving, drainage, etc.) or “maintenance division.”

**6.5 Altering of Work Schedule** - No employee will have their work schedule altered for the purpose of avoiding the payment of overtime except when an employee bids for such change as provided in Section 6.4. No employee will be required to work on their scheduled day off in lieu of the employee’s scheduled workday. An employee will not receive overtime pay for working on Saturday or Sunday if either one or both of the days are part of their regular work schedule.

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

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

**6.7 Alert Status** - Road Services Employees will, in addition to their regular shift and schedule, will be assigned an alert status shift and schedule (Alert).

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

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



1           **6.7.3 Transition to Alert** - Transition to Alert may occur during an employee's regularly  
2 scheduled work day. In such cases, employees may be sent home before the end of the regular shift  
3 in order to get rest prior to the start of their Alert shift, or may be required to stay on their regular  
4 shift until the start of the Alert shift. The decision to send an employee home or require them to  
5 remain at work will be determined by the County based on operational and safety considerations,  
6 taking into consideration the desire of the employee. If the employee requests and is approved to be  
7 relieved from their regular shift, they may use accrued vacation leave, compensatory time, or leave  
8 without pay for that portion of the regular shift they did not work. If the employee is relieved by  
9 management from their regular shift, the employee will be compensated for the remainder of the  
10 shift.

11           **6.7.4 Employees on leave** - If an employee is on leave when an alert status shift is called,  
12 they will not be called to work unless it is operationally necessary to do so. Employees who have  
13 been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin unless  
14 the employee elects to cancel or postpone the start of the leave or is operationally necessary for  
15 management to cancel the leave.

16           **6.7.5 Compensation**

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

21           **B.** When an employee begins the Alert shift on the day the employee is regularly  
22 scheduled to work but does not work their regular shift, or begins the Alert shift during the same day  
23 the employee was relieved of their regular shift as provided under Section 6.7.3, or works the Alert  
24 shift on a day the employee is not normally schedule to work, the first four (4) hours worked on the  
25 Alert shift is paid at the rate of one and one-half (1-1/2) their base rate of pay. The next eight (8)  
26 hours worked will be at the employee's regular base rate of pay.

27           **C.** If an employee on Alert is approved to leave work at their own request or at the  
28 beginning of a leave as provided under 6.7.5, they will be paid only for the hours worked.

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

4                   **E. Pay when working an alert status shift on regularly scheduled days off** - When  
5 an employee works an Alert shift on a regularly scheduled day off (e.g., holiday, Saturday, Sunday),  
6 the employee will be paid in accordance with Section 7.7 with a minimum of eight (8) hours of paid  
7 time except as provided in 6.7.5.H when employees are operating heavy equipment in support of  
8 snow or ice removal in an alert status..

9                   **F. Shift premium** - Alert shifts will not be subject to shift premium pay as provided  
10 under Section 6.2.; except, if the employee is regularly assigned to the second or third shift.

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

14                   **H.** All employees will be compensated as overtime for all time worked while  
15 operating heavy equipment in support of snow or ice removal in an alert status, with 12 hour shifts,  
16 during a snow and ice emergency declared by the Roads Services Director or designee. Provided that  
17 all FLSA requirements are followed, hours already paid at the contractual overtime rate are not used  
18 for the purpose of determining weekly overtime.

19  
20 **ARTICLE 7: OVERTIME AND PREMIUMS**

21                   **7.1 Contractual overtime definitions** -

22                   **A.** Contractual daily overtime shall be paid to employees who work more than their  
23 regularly scheduled workday, inclusive of alternative work schedules, at the Contractual Overtime  
24 Rate in effect at the time the overtime work is performed.

25                   **B.** Contractual weekly overtime shall be paid to employees for all hours worked in  
26 excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time  
27 the overtime work is performed.

28                   **C.** The Contractual Overtime Rate for each overtime hour worked shall be one and

one-half times the combined amount of the employee's hourly base rate of pay and any applicable pay premiums in effect at the time the OT is worked (known as "time and one half"). If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

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

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

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

**7.2.3** An employee on a 3-13 work schedule will be compensated at the rate of one and one-half (1-1/2) times the employee's base hourly rate of pay (contractual daily overtime rate) for all hours compensated in excess of thirteen (13) hours per day or forty (40) hours per FLSA workweek or on a holiday recognized in this Agreement.

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

Scheduled overtime work, which may be required and is generally scheduled on weekends and holidays, shall first be offered to employees on a rotating seniority basis (i.e. an overtime wheel based

on IUOE union seniority at an employee's Division within King County) within the work group. For work groups in which there is more than one pit-site, the overtime shall first be offered to employees on a rotating basis within the pit-site, then to the entire work group. If the overtime is a continuation of work previously started by a particular crew within a work group, the overtime will first be offered to employees on a rotating seniority basis within the crew, then to the work group as described above. A work group is defined as a maintenance division or an entire crew operating out of the central shop, i.e., drainage crew, bridge crew, etc. Seniority will always be based on total classification seniority.

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

**7.5 Compensatory Time Off** - Compensatory time off will be by written mutual agreement between the employee and the manager/designee. The request to earn compensatory time off must be initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime in accordance with Sections 7.2, 7.2.1, 7.2.2, and 7.2.3.

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

**7.7 Emergency Work Premium** - Emergency work at other than the normal scheduled shift or special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be compensated as overtime. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works their regular shift, the regular shift will be compensated at

the employee's regular, hourly rate of pay.

## **ARTICLE 8: HOLIDAYS**

Pursuant to Coalition Labor Agreement, Article 10, and the following:

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

**8.2 Holidays Falling on a Weekend** - For those comprehensive leave eligible employees whose regular work schedule requires working on a Saturday and/or a Sunday, holidays falling on these days will be observed on the actual date of the holiday.

**8.3 Maximum Accrual** - Comprehensive leave eligible employees will receive no more than a maximum of eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1) calendar year. However, pursuant to CLA Article 10.3, in the event that a comprehensive leave eligible employee who works an alternative work schedule receives the day off on a holiday occurring on their regularly scheduled workday, they will receive compensation that reflects their regularly scheduled workday for that holiday which may exceed the eight (8) hour/ ninety-six (96) maximum reflected in this section.

**8.4 Holidays for 7/10 Employees** - An employee on a 7-10 workweek schedule will receive New Year's Day (January 1st), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25th) as holidays off work without a reduction in pay. In addition, an employee will be paid at the rate of time and one-half (1-1/2) for work performed on Martin Luther King Jr.'s Birthday (third Monday in January), President's Day (third Monday in February), Memorial Day (third Monday in May), Juneteenth (June 19), Independence Day (July 4), Labor Day (first Monday in September), Indigenous Peoples Day (second Monday in October), Veteran's Day (November 11), and the day after Thanksgiving.

## **ARTICLE 9: VACATIONS**

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

**9.2 Vacation Scheduling** - The manager/designee will be responsible for scheduling the vacation of employees in such a manner as to achieve the greatest vacation opportunity for the employees while maintaining the efficient functioning of the work unit. The parties understand that single day requests for vacation with short notice are difficult to manage and may need to be denied. Ideally, employees will request single days of vacation with sufficient notice (for example, several days notice) to allow the employer to backfill the shift. Failure to do so will increase the chance of a denial of the request.

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

**9.4 Term-Limited Temporary Employees** - A term-limited temporary employee who contiguous with their employment becomes a career service employee shall have their accrued vacation leave accruals carry over with such regular appointment and the accrual rate will be determined based on their date of hire as a term-limited temporary employee.

## **ARTICLE 10: SICK LEAVE**

**10.1 Sick Leave Accruals for 7-10** - A career service employee assigned to a 7-10 work schedule as of January 1, 1996 will accrue sick leave benefits at the rate of .052750 hours for each hour paid at the hourly base rate of pay up to a maximum of 96 hours per year; however, if the employee moves off the 7-10 work schedule to any other work schedule, the employee will only be

able to accrue sick leave as provided under the CLA Sick Leave article regardless if the employee later returns to a 7-10 work schedule. However, an eligible employee under this provision who involuntarily moves off the 7-10 work schedule and later returns to the 7-10 schedule will again be eligible for the 7-10 accrual rate provided herein.

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

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

## **ARTICLE 11: INSURED BENEFITS**

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

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

**12.1 Seniority Rights** – Career service employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

**12.2 Probation** - All employees hired into a new, or reinstated into, a career service position must first serve a six-month probationary period, which may be extended at the County's discretion for up to twelve months. If a probationary period is to be extended, written notice of the extension must be given to the employee and should be provided prior to the end of the probationary period.

Upon completion of the probation period the employee will be assigned a classification seniority date which will be the date when they first commenced their probation for that classification. An employee working less than a full-time work schedule will have their probation prorated based on the full-time work schedule for the work unit. Probationary employees are at-will. The provisions of Articles 26 and 27 (Grievance Procedure and Discipline and Sunset Clause) of the CLA will not apply to employees if they are discharged during any probationary period for performance related issues. Grievances brought by probationary employees involving issues other than discharge or demotion may be processed in accordance with Articles 26 and 27 of the CLA.

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

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

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

**12.4 Promotion and Transfer** - When a career service employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume their seniority which they had on the date of the promotion or transfer.

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

- “Classification Seniority” will be defined as career service employee’s total length



of service within a specific classification covered by this Agreement.

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

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

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

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

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

- Separation of employment from the County for any reason (i.e. termination, resignation, retirement).

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

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

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

**12.8 Bumping Rights** - A career service employee who becomes displaced due to a reduction-in-force, will be permitted to use their classification seniority to displace or “bump out” the least senior

1 career service employee occupying the same classification. The employee will also be permitted to use  
2 their bargaining unit seniority to displace or “bump out” the least senior career service employee  
3 occupying a classification within which the bumping career service employee had previously attained  
4 seniority status. Career service employees in the Parks Division, who were in a classification covered  
5 by this Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for the purpose  
6 of being able to exercise their bumping rights as provided under this Article.

7 **12.8.1 Displaced Employees** - A career service employee who becomes displaced due to  
8 another career service employee’s exercise of Section 12.8, will also be afforded the right to displace or  
9 “bump out” the least senior career service employee in a similar manner.

10 **12.9 Recall from Layoff** - A career service employee displaced due to a reduction-in-force  
11 will be recalled to their classification in the inverse order of layoff subject to their ability to perform  
12 the work of the position for which they are recalled. A career service employee will be removed  
13 from the recall list after two (2) years from the date of layoff, or the employee is recalled, or the  
14 employee fails to accept or report to work after being recalled, or the employee requests to be  
15 removed from the recall list.

16 **12.10 Step Placement Upon Recall from Layoff** - Employees who have been laid off in  
17 their classification and continue to be employed by King County shall use their total County seniority  
18 for placement in the wage progression when recalled to the classification from which they were laid  
19 off. It shall be the employee’s responsibility to notify the County in writing upon return to their  
20 classification if they have not been placed appropriately on the wage progression. Such notification  
21 shall take place within forty-five (45) days of receipt of their first pay check or the back wages shall  
22 be forfeited.

## 23 24 **ARTICLE 13: MISCELLANEOUS**

25 **13.1 Seniority Lists** - The County will transmit to the Union a current listing of all  
26 employees in February and August of each year. Such list will indicate the name of the employee,  
27 job classification, classification seniority date and work unit.

**13.2 Safety Gear and Protective Clothing** - With respect to protective clothing, the King County Parks Division will continue to provide protective clothing, rubber boots and/or hip waders, and accessories in accordance with current practice.

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

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

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

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

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

**13.8 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to fill a vacant bargaining unit position, the County will provide notice of the vacancy to all career service employees within the classification within the bargaining unit. Any career service employee of the bargaining unit holding a position within the same classification as that of the vacant position will be given the opportunity to apply for the position. The appointment will be made to the applicant who the County determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis of classification

seniority. This provision is not applicable to employees who hold a different employment status (i.e., part-time and full-time) than that of the vacant position in the classification.

### **13.9 Loan-in / Loan-out - Roads Division**

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

B. If there is no legitimate business reason for selecting certain employees to be loaned-out, the supervisor will first determine if there are volunteers. If there are more volunteers than needed, the loan-out will be offered first to the employee with the most bargaining unit seniority.

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

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

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

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

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

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

5           **13.10 Personnel Files** - Employees shall be allowed to make written responses to any  
6 materials which are in their personnel files, and such responses shall be maintained in their personnel  
7 files. Employees shall have the right to examine and receive a photocopy of any part of their  
8 personnel file upon request during normal business hours.

9           **13.11 AVL, Cameras, and Card Readers**

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

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

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

22           D. If the County is aware of and is intending to use AVL data, camera footage, or  
23 card reader data, as defined in (A) and (C) in an investigation, the employee and the Union shall have  
24 the right to view the AVL data, camera footage, or card reader data, before an investigatory  
25 interview. If the County refuses to show the employee and the Union the AVL data, camera footage,  
26 or card reader data, upon request before conducting an investigatory interview, the data or camera  
27 footage shall not be used as evidence in any manner related to discipline. Furthermore, the AVL  
28 data, camera footage, or card reader data, also shall not be used as evidence under just cause and may

not be introduced as evidence during any step of the grievance procedure, including arbitration.

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

**13.12 Training** - An employee who is assigned in writing to train another employee, or group of employees, will receive a 7.5% premium under the following circumstances, and is only paid for actual time spent training. Leads are not eligible for training pay. Time spent training an employee, or group of employees, must be pre-authorized in writing and involve active instruction. Training pay will not be offered for any other types of employee or peer-to-peer instruction or orienting of new employees which is not assigned and pre-authorized in writing.

#### **ARTICLE 14: PROBATIONARY PERIOD**

**14.1** The provisions of the Coalition Labor Agreement Article 26 will not apply to probationary, temporary, provisional and term-limited temporary employees who are employed at will if they are disciplined or discharged.

**14.2** An employee who does not successfully complete the probationary period following transfer or promotion may be restored to their former position at the discretion of the employee's appointing authority.

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

**15.1 Work Stoppages** - The County, the Council, and the Unions agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions will not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide or other interference with County functions by employees under this Agreement and should same occur, the involved Union will take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave will be considered

1 as an automatic resignation. Such a resignation may be rescinded by the department head if the  
2 employee presents satisfactory reasons for their absence within three (3) calendar days of the date his  
3 automatic resignation became effective.

4 **15.2 Employer Protection** - Upon notification in writing by the County to the Union that any  
5 of its members are engaged in a work stoppage, the Union will immediately, in writing, order such  
6 members to immediately cease engaging such work stoppage and provide the County with a copy of  
7 such order. In addition, if requested by the County, a responsible official of the Union will publicly  
8 order such Union members to cease engaging in such work stoppage.

9 **15.3 Discipline** - Any employee participating in such work stoppage or in other ways  
10 committing an act prohibited in this Article will be subject to disciplinary action in accordance with the  
11 County's work rules up to and including discharge, suspension, or other disciplinary action as may be  
12 deemed applicable to such employee.

## 13 14 **ARTICLE 16: WAIVER CLAUSE**

15 **16.1** The parties acknowledge that each has had the unlimited right within the law and the  
16 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
17 collective bargaining. The results of the exercise of that right and opportunity are set forth within this  
18 Agreement. Therefore, the County and the Union for the duration of this Agreement, each agree to  
19 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically  
20 referred to or covered in this Agreement.

For International Union of Operating Engineers, Local 302:

Signed by:

*Gabe Schoenfelder*

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Gabe Schoenfelder  
Union Representative

For King County:

DocuSigned by:



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Angela Marshall, Interim Director  
Office of Labor Relations, Executive Office



**Addendum A****International Union of Operating Engineers****Local 302****Wage Addendum****cba Code: 351****Union Code: Y1**

| <b>Job<br/>Class<br/>Code</b> | <b>People<br/>Soft<br/>Job<br/>Code</b> | <b>Classification Title</b>                               | <b>Range</b> |
|-------------------------------|-----------------------------------------|-----------------------------------------------------------|--------------|
| 9324050                       | 934101                                  | Equipment Operator In-Training                            | 49           |
| 9324100                       | 934201                                  | Equipment Operator                                        | 52           |
| 9324200                       | 934300                                  | Equipment Operator-Lead                                   | 56           |
| 8501100                       | 852101                                  | Landfill Gas Operator I                                   | 53           |
| 8501200                       | 852201                                  | Landfill Gas Operator II                                  | 61           |
| 8503100                       | 853501                                  | Pump Plant Operator                                       | 46           |
| 9411100                       | 941002                                  | Solid Waste Preventive Maintenance Specialist             | 49           |
| 9411100                       | 941004                                  | Solid Waste Preventive Maintenance Specialist -<br>NONCDL | 49           |
| 9203100                       | 924101                                  | Vegetation Specialist                                     | 50           |
| 7540200                       | 756201                                  | Wastewater Treatment Operator                             | 53           |
| 7540400                       | 756401                                  | Wastewater Treatment Senior Operator in Charge            | 61           |

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

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**KING COUNTY**

**AND**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302**

**Subject: Union Pension Trust**

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

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

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

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

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

For International Union of Operating Engineers, Local 302:

Signed by:

*Gabe Schoenfelder*

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Gabe Schoenfelder  
Union Representative

For King County:

DocuSigned by:



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Angela Marshall, Interim Director  
Office of Labor Relations, Executive Office

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

**Subject: Use of Members of the International Union of Operating Engineers, Local 302, for Short-Term Temporary Assignments**

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

**Background:**

In an effort to enhance the partnership between the County and the Union and to meet short term staffing needs in various classifications, the County and the Union have discussed the use of the Union Hall to fill short-term temporary positions with their qualified members. The intent is not to replace current members or delay the permanent filling of vacancies within the bargaining unit, but rather to supplement the workforce when critical staffing shortages arise.

**Agreements:**

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

**1.** The Union and the County have agreed to develop a procedure whereby the County can hire additional Union members from the Union Hall for designated SWD positions.

**a.** Any members hired will be vetted prior to hiring through both the Union's and the County's normal hiring and pre-employment check processes, which include completing a County employment application, passing a drug test and, if necessary for the assignment, providing confirmation of possession of a Washington Commercial Driver License (CDL).

**b.** When additional County staff are needed, members who have been vetted can be hired by the County as short-term temporary employees, who are at-will, non-benefit eligible employees, pursuant to the King County Contingent Worker Manual.

**c.** Members hired from the Union Hall will be governed by the Union's existing collective bargaining agreement (CBA) with the County, except for the purposes of determining wages, which will be determined by the wage scale set forth in the Union's contract with the Associated General Contractors of Washington.

**d.** Members hired from the Union Hall for short-term temporary positions to perform the duties of SWD Preventative Maintenance Specialists will be paid at the Group III (Service Engineers)

rate as specified in the full Associated General Contractors of Washington contract wages portion of Appendix 1, Schedule "A" under wages.

e. Members hired from the Union Hall for short-term temporary positions performing the duties of SWD Heavy Equipment Operators will be paid at the Group II (Equipment Operators) rate as specified in the full Associated General Contractors of Washington contract wages portion of Appendix 1, Schedule "A" under wages.

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

g. In accordance with Appendix 1, Schedule "A," Fringe Benefits, King County agrees to pay Health & Security, Pension and Training on behalf of all Union operators employed under this Agreement.

h. These deductions will be made payable to:

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

2. If the County provides notice of intent to hire additional Union members from the Union Hall for other positions not designated within this agreement, the parties will reopen this MOA to bargain terms and conditions that would apply to the hiring of short-term temporary positions from the Union Hall for additional designated positions in SWD, PARKS, KCIA, and the RSD.

3. Nothing herein precludes management from taking whatever actions it deems necessary in emergencies, in accordance with Section 4.2 of the CBA between the County and the Union.

4. This Memorandum of Agreement is effective upon signature by both parties and replaces the Memorandum of Agreement which was fully executed as part of the 2021-2025 Collective Bargaining Agreement.

5. This agreement will expire on December 31, 2028, unless extended by mutual agreement.

For International Union of Operating Engineers, Local 302:

Signed by:

*Gabe Schoenfelder*

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Gabe Schoenfelder  
Union Representative

For King County:

DocuSigned by:



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Angela Marshall, Interim Director  
Office of Labor Relations, Executive Office

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

**Subject: Use of Members of the International Union of Operating Engineers, Local 302, to meet Critical Mission Needs in the Road Services Division, Department of Local Services**

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

**Background:**

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

**Agreement:**

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

1. The Union and the RSD have agreed to develop a procedure whereby the County can hire additional Union members from the Union Hall, after first exhausting all Union overtime lists pursuant to Article 7, Section 7.3 of the collective bargaining agreement (CBA).

a. Any members hired will be vetted prior to hiring through both the Union's and the County's normal hiring processes, which include completing a County employment application, passing a drug test and providing confirmation of possession of a Washington Commercial Driver License (CDL). The Union may use the pick of the list to determine appropriate placements into County temporary positions.

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

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

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

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

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

g. These deductions will be made payable to:  
International Union of Operating Engineers, Local 302 Trust Fund  
c/o Welfare & Pension Administration Services, Inc. (WPAS, Inc.)  
P.O. Box 34205  
Seattle WA 98124

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

a. Vegetation Specialists will be utilized to operate front-end loaders when RSD equipment operators are not available to do so.

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

4. Nothing herein precludes management from taking whatever actions it deems necessary in emergencies, in accordance with Article 4.2 of the CBA between King County and the Union.

5. This Memorandum of Agreement is effective upon signature by both parties and replaces the Memorandum of Agreement fully executed as part of the 2021-2025 Collective Bargaining Agreement.

6. This Agreement will expire on December 31, 2028, unless extended by mutual agreement.



For International Union of Operating Engineers, Local 302:

Signed by:  
*Gabe Schoenfelder*

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Gabe Schoenfelder  
Union Representative

For King County:

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*[Signature]*

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Angela Marshall, Interim Director  
Office of Labor Relations, Executive Office

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

**Subject: Training and Succession Planning Program for Employees in the Solid Waste Division and the Parks and Recreation Division, Department of Natural Resources and Parks, Airport Division, Department of Executive Services, and the Road Service Division, Department Local Services**

**Background:**

1. The Union and the County have met to discuss the need for training opportunities and the need for the Solid Waste Division (SWD), the Parks and Recreation Division (PARKS), the Airport Division (KCIA) and the Road Services Division (RSD) to have succession plans to prepare for retirements that may occur over the next five years.

2. In an effort to create a harmonious working environment doing vital work for the County, the parties have made agreements that will provide for the training of new Equipment Operators-in-Training to operate equipment. This Agreement will create an opportunity for new Equipment Operators-in-Training to work in positions in the SWD, PARKS, KCIA, and the RSD to acquire training and experience in order to compete for permanent vacancies and also to be able to fill in for absent equipment operators when necessary, if appropriately trained. Unsupervised backfill by Equipment Operators-in-Training shall be paid at Step 8 of the Equipment Operators-in-Training rate of pay.

**Agreements:**

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

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

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

4. To facilitate the training of full-time career service Equipment Operators, and Equipment Operators-in-Training, the County will be able to utilize the Union's Training facility, on a fee for service basis, to address training opportunities that meet the needs of County divisions employing Union members, with approval of the Training Trust.

5. The County will endeavor to post vacant FTE Equipment Operator positions within sixty (60) days of a position becoming vacant, in divisions where Equipment Operators-in-Training are being used. If a position will not be posted within 60 days of it becoming vacant, the County will offer to meet with the Union to discuss the reasons for the delay. Eligibility for Equipment Operator-in-Training positions will be limited to two years duration, unless there is written agreement between the County and the Union providing for additional time for a specified employee. Layoff and recall rights for full-time Union members will be honored first in hiring for vacant Equipment Operator positions, after which individuals from outside the bargaining unit or outside the County may be considered, pursuant to the CBA. Individuals designated as Equipment Operators-in-Training shall not perform any work or receive any training in their Equipment Operator-in-Training capacity if there are Union members on the recall list, with the exception of elected business representative(s).

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

(1) The Committee will establish the guidelines for the training program, with specific items to be agreed upon by consensus as follows:

a. Selection of participants in the program (with a valid CDL),

b. Identification of Equipment Operators to act as trainers,

- c. Hours of training required to safely operate equipment and specification of circumstances under which equipment may be operated,
- d. Skills testing requirements that must be met before operating equipment (candidates and solo), and
- e. Reasons for removal from the program.

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

7. While this Agreement remains in effect, any Equipment Operator assigned to provide training to an Equipment Operator-in-Training will receive five percent (5%) training pay for every hour spent providing such training.

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

9. This Memorandum of Agreement is effective upon signature by both parties and replaces the Memorandum of Agreement fully executed as part of the 2021-2025 Collective Bargaining Agreement.

10. This Agreement will expire on December 31, 2028, except that this Agreement may be cancelled by either party with 120 days written notice and provision of an opportunity to bargain, or by mutual agreement.

11. This Agreement shall not be precedential for any future purpose.

For International Union of Operating Engineers, Local 302:

Signed by:

*Gabe Schoenfelder*

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Gabe Schoenfelder  
Union Representative

For King County:

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*Angela Marshall*

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Angela Marshall, Interim Director  
Office of Labor Relations, Executive Office

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

**Subject: Efficiencies relating to snow and ice**

**Background:**

1. The parties have agreed to efficiencies relating to certifications and snow and ice emergencies.

**Agreement:**

1. Oilers shall be required to hold TIA (basic level) certifications. Pursuant to CLA Article 44, the County will pay for training and will provide release time to employees so they can obtain this certification. New employees will be expected to obtain this certification during their probation periods, if they do not already hold them. Current employees will be provided release time to obtain the certification and will be expected to obtain it within a reasonable time , based on availability of training classes. Employees will be given three opportunities to pass the certification tests. Employees will be responsible for paying for the test on the third attempt.
2. Vegetation Specialists will be trained to operate loaders during snow and ice events. The County may place Vegetation Specialists on 12 hour Alert Schedule shifts and may assign them to load salt and sand onto trucks. Vegetation Specialists who are assigned to shifts where they are loading salt and sand will be placed in Working-Out-Of-Class assignments as Equipment Operators, and will receive pay accordingly. This Agreement is intended to establish an ongoing precedent regarding the work performed by IUOE Local 302 staff during snow and ice emergencies.

For International Union of Operating Engineers, Local 302:

Signed by:

*Gabe Schoenfelder*

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Gabe Schoenfelder  
 Union Representative

For King County:

DocuSigned by:

*Angela Marshall*

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Angela Marshall, Interim Director  
 Office of Labor Relations, Executive Office