

Master Labor Agreement (MLA) - Appendix 62  
Agreement Between King County  
And  
International Union of Operating Engineers, Local 302  
Equipment Operators - Departments: Natural Resources & Parks, Transportation  
[351]

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ADDENDUM A: WAGE ADDENDUM - Revised to Reflect MLA Agreement and Total  
Compensation Coalition membership effective January 1, 2018.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3                         January 1, 2018 - 2.75% (Pursuant to ratifying the MLA and joining the Total  
4 Compensation Coalition of Unions).

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

6           **4.7 New Classifications and Pay Ranges** - As soon as administrative practicable after full  
7 adoption of an ordinance ratifying this agreement, the following classification will take effect in the  
8 bargaining unit:

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

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

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

12           **4.8 Out-of-Classification** - An employee assigned in writing by the manager/designee to  
13 perform on a temporary basis the preponderance of duties of a higher paid classification under this  
14 Agreement will be paid at the first step of the higher paid classification that provides an increase of at  
15 least five percent (5%) above his/her base hourly rate of pay for the hours so assigned. In the event that  
16 the employee works out-of-classification in excess of thirty (30) continuous days, all compensated  
17 hours will be at the higher rate of pay. Such assignments will not be used to supplant positions or  
18 violate Union jurisdictional rights. An employee assigned by the manager/designee to perform the  
19 duties of a lower paid classification on a temporary basis will not have a reduction of wages.

20           **4.9 Lead Assignment** - An employee assigned in writing by the manager/designee to perform  
21 lead duties will be paid seven and one-half percent (7-1/2%) above his/her base hourly rate of pay. In  
22 the event that the employee works as a lead in excess of thirty (30) continuous days, all compensated  
23 hours will be at the higher rate of pay. This provision will be superseded by lead level classifications  
24 in the attached Addenda, if such classifications have a higher wage rate.

25           **ARTICLE 5: HOURS OF WORK**

26           **5.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of  
27 five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not  
28 to exceed forty (40) hours per FLSA workweek, Monday through Friday inclusive.

1           **5.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule comprised  
2 of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of the meal  
3 period and not to exceed forty (40) hours per FLSA workweek. An established four-ten (4-10)  
4 workweek schedule will provide for three (3) consecutive days off, one of which will be a Saturday  
5 and/or a Sunday.

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

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

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

12           **5.1.2 Seven-Ten (7-10) Work Schedule** - In the Solid Waste Division there will be established  
13 a work schedule comprised of seven (7) consecutive work days of ten (10) consecutive hours exclusive  
14 of the meal period. The 7-10 work schedule will provide for seven (7) consecutive days off. The 7-10  
15 work schedule spans two (2) FLSA workweeks. The 7-10 schedule will be considered a regular full-  
16 time schedule under the terms of this agreement for all purposes, including leave and other benefit  
17 eligibility determinations.

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

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

23           **5.1.3 Additional Work Schedule** - By mutual agreement between the County and the Union,  
24 additional work schedules may be established.

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

27           **5.2.1 Second Shift** - An employee assigned to work on a shift beginning between the hours of  
28 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee

1 assigned to second shift will be his/her base hourly rate of pay plus ten percent (10%). An employee  
2 who is regularly assigned to second shift will have all compensable time paid at the higher rate of pay.

3 **5.2.2 Third Shift** - An employee assigned to work on a shift beginning between the hours of  
4 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an employee assigned  
5 third shift will be his/her base hourly rate of pay plus fifteen percent (15%). An employee who is  
6 regularly assigned to third shift will have all compensable time paid at the higher rate of pay.

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

### 11 **5.3 Shift Bidding/Work Unit Locations - Road Services Division**

12 **5.3.1 Shift Bidding** - All newly established on-going work schedules (days of work) and  
13 shifts (hours of work) in the work unit will be posted. Employees within the specific classification in  
14 the affected work unit will have the opportunity to bid by seniority order for the work schedule or  
15 shift. Absent adequate interest, the County may assign employees within the classification in the  
16 affected work unit to the remaining work schedules or shifts by using inverse seniority order.  
17 Changes to work schedules or shifts will normally require a two (2) week notice to affected  
18 employees.

19 **5.3.2 Position Opening and/or Days Off Assignments** - Classification seniority will be a  
20 primary factor, but not the sole or exclusive factor, in determining an employee's assignment to a  
21 vacancy in another work-unit location and/or days off; provided, however, the employee must have  
22 previously submitted a written notification to the manager/designee indicating his/her interest in  
23 attaining the work-unit location and/or days off; provided further, the employee must be capable of  
24 performing the work required. Crew experience mix will be recognized as an appropriate criteria in  
25 determining such assignment.

26 **5.3.3** Work unit is defined as a planning unit (e.g., paving, drainage, etc.) or "maintenance  
27 division."

28 **5.4 Altering of Work Schedule** - No employee will have his/her work schedule altered for the

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

5 **5.4.1 Planned Work Schedule and/or Shift Change** - The manager/designee may  
6 temporarily change an employee's work schedule and/or shift for planned projects. Such change will  
7 normally require at least two (2) weeks of notice to the employee.

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

14 **5.6 Alert Status** - Road Services Employees will, in addition to his/her regular shift and  
15 schedule, will be assigned an alert status shift and schedule (Alert).

16 **5.6.1 Shift duration** - Alert may be of varying duration; however, Alert will be at least eight  
17 (8) hours if the employee is regularly on a 5/8 work schedule or ten (10) hours if the employee is  
18 regularly on a 4/10 work schedule when the alert status shift is in lieu of the employee's normally  
19 scheduled shift, and eight (8) hours when the Alert shift is on a regular scheduled day off or holiday.

20 **5.6.2 Alert Notification** - Given the unpredictable nature of operational needs, Alert may be  
21 called at any time and limited to the number of employees necessary to fulfill operational needs.  
22 Implementation of Alert Status will be considered to have taken place when the work hours of the  
23 employee's normal shift have been altered without the required advance notification.

24 **5.6.3 Transition to Alert** - Transition to Alert may occur during an employee's regularly  
25 scheduled work day. In such cases, employees may be sent home before the end of the regular shift  
26 in order to get rest prior to the start of their Alert shift, or may be required to stay on his/her regular  
27 shift until the start of the Alert shift. The decision to send an employee home or require him/her to  
28 remain at work will be determined by the County based on operational and safety considerations,

1 taking into consideration the desire of the employee. If the employee requests and is approved to be  
2 relieved from his/her regular shift, he/she may use accrued vacation leave, compensatory time, or  
3 leave without pay for that portion of the regular shift he/she did not work. If the employee is relieved  
4 by management from his/her regular shift, the employee will be compensated for the remainder of the  
5 shift.

6 **5.6.4 Employees on leave** - If an employee is on leave when an alert status shift is called,  
7 he/she will not be called to work unless it is operationally necessary to do so. Employees who have  
8 been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin unless  
9 the employee elects to cancel or postpone the start of the leave or is operationally necessary for  
10 management to cancel the leave.

11 **5.6.5 Compensation**

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

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

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

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

27 **E. Pay when working an alert status shift on regularly scheduled days off** - When  
28 an employee works an Alert shift on a regularly scheduled day off (e.g., holiday, Saturday, Sunday),

1 he/she will be paid in accordance with Section 6.7 with a minimum of eight (8) hours of paid time.

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

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

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

9 **6.1 Overtime** - An employee on a 5-8 work schedule will be compensated at the rate of one  
10 and one-half (1-1/2) times his/her hourly rate of pay (overtime rate) for all compensated hours in excess  
11 of eight (8) hours per day or forty (40) hours per FLSA workweek, or on a holiday recognized in this  
12 Agreement (in addition to the holiday pay).

13 **6.1.2** An employee on a 4-10 work schedule will be compensated at the rate of one and one-  
14 half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all compensated hours in excess  
15 of ten (10) hours per day or forty (40) hours per FLSA workweek, or on a holiday recognized in this  
16 Agreement (in addition to the holiday pay).

17 **6.1.3** An employee on a 7-10 work schedule will be compensated at the rate of one and one-  
18 half 1-1/2) times the employee's hourly rate of pay (overtime rate) for all compensated hours in excess  
19 of ten (10) hours per day or forty (40) hours per FLSA workweek or on a holiday recognized in this  
20 Agreement.

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

27 Scheduled overtime work, which may be required and is generally scheduled on weekends and  
28 holidays, shall first be offered to employees on a rotating seniority basis within the work group. For

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

7 **6.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next  
8 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)  
9 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of  
10 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the  
11 County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above  
12 instances, the employee will receive overtime pay for all such overtime hours worked but may receive  
13 no pay for the regularly scheduled shift from which s/he was relieved.

14 **6.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement  
15 between the employee and the manager/designee. The request to earn compensatory time off must be  
16 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the  
17 Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime in  
18 accordance with Sections 6.1, 6.1.2, 6.1.3.

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. In addition, the  
22 procedure for Overtime Callout will be: (1) Planning Unit, (2), Division or Department, (3) All  
23 Departments.

24 **6.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for each  
25 callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the  
26 overtime rate.

27 **6.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has left the  
28 work premises and is subsequently required to report back to work prior to his/her normally scheduled

1 shift. An employee who is called out before the commencement of his/her regular shift will be  
2 compensated in accordance with the provisions of Section 6.6; provided, however, in the event the  
3 employee is called back to work within four (4) hours of his/her regular shift, the employee will be  
4 compensated at the overtime rate for only the hours immediately preceding the start of his/her regular  
5 shift.

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

11 **6.8 Standby Status** - An employee assigned to standby status on non-duty days, by written  
12 authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime rate for each  
13 twenty-four (24) hour period or major portion thereof while on standby status. Any work performed on  
14 non-duty days while on standby status will be compensated at the overtime rate for actual time worked.  
15 An employee who is required in writing to be readily available to be called into work and/or who is  
16 required to wear a "beeper" outside of his/her regular work hours will be considered to be on standby  
17 status.

## 18 **ARTICLE 7: HOLIDAYS**

19 Pursuant to Master Labor Agreement, Article 10, and the following:

20 **7.1 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave  
21 eligible employee's regularly scheduled day off, such employee will receive compensation for the  
22 holiday as provided for in the standard full-time work schedule in the employee's work unit.

23 **7.2 4-10 Employees** - A leave eligible employee on a 4-10 workweek schedule will have two  
24 (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for each  
25 holiday identified within Section 7.1. As an alternative, employees working a 4-10 work schedule may  
26 have their schedule changed to a 5-8 work schedule during weeks which have a holiday.

27 **7.3 Monday Holiday while on a 4/10 Sunday - Wednesday Shift** - When operationally  
28 feasible and subject to management's approval, the County agrees to allow employees working on a

1 4/10 work schedule falling Sunday through Wednesday to observe the Sunday preceding a Monday  
2 holiday as the holiday (day off with holiday pay) and to work the Monday at the employee's straight  
3 time rate of pay. Prescheduling of the Sunday holidays will be required.

4 **7.4 Holidays Falling on a Weekend** - For those leave eligible employees whose regular work  
5 schedule requires working on a Saturday and/or a Sunday, holidays falling on these days will be  
6 observed on the actual date of the holiday.

7 **7.5 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of  
8 eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1)  
9 calendar year.

10 **7.6 Holidays for 7/10 Employees** - An employee on a 7-10 workweek schedule will receive  
11 New Year's Day (January 1st), Thanksgiving Day (4th Thursday in November) and Christmas Day  
12 (December 25th) as holidays off work without a reduction in pay. In addition, an employee will be paid  
13 at the rate of time and one-half (1-1/2) for work performed on Martin Luther King Jr.'s Birthday (third  
14 Monday in January), President's Day (third Monday in February), Memorial Day (third Monday in  
15 May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November  
16 11), and the day after Thanksgiving.

1 **ARTICLE 8: VACATIONS**

2 **8.1 Accrual Schedule** - Regular, probationary, provisional and term-limited temporary  
3 employees (herein referred to as "leave eligible employees") will accrue vacation leave benefits as  
4 described in and further qualified by this Article.

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6

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

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20 **8.1.1 7-10 Employees** - The vacation accrual rate for regular employees who are assigned to a  
21 7-10 work schedule as of January 1, 1996 and who have continued to remain on the 7-10 workweek  
22 schedule shall receive vacation leave benefits for each hour in pay status exclusive of overtime as  
23 described in the following table; however, if the employee moves off the 7-10 work schedule to any  
24 other work schedule, the employee will only be able to accrue vacation leave as provided under Section  
25 8.1 regardless if the employee later returns to a 7-10 work schedule.

26

27

28

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

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

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

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

14 **8.3 Vacation Leave Cap** - Pursuant to Master Labor Agreement, Article 9

15 **8.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave  
16 until s/he has successfully completed his/her first six (6) months of County service in a leave eligible  
17 position, except if using vacation leave for a qualifying reason under the Washington Family Care Act.  
18 If a leave eligible employee leaves County employment prior to successfully completing his/her first six  
19 (6) months of County service in a leave eligible position, s/he will forfeit and not be paid for accrued  
20 vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her date of  
21 separation up to the maximum accrual amount if the employee has successfully completed his/her first  
22 six (6) months of County service and is in good standing. Payment will be the accrued vacation leave  
23 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less  
24 mandatory withholdings.

25 **8.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued and  
26 such use or payment is consistent with the provisions of this Article.

27 **8.6 Outside Employment** - No employee will work for compensation for the County in any  
28 capacity during the time that the employee is on vacation leave.

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

3           **8.8 Payment to Assigns and Heirs** - In cases of separation from County employment by death  
4 of an employee with accrued vacation leave and who has successfully completed his/her first six (6)  
5 months of County service in a leave eligible position, payment of unused vacation leave up to the  
6 maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for  
7 by State Law, RCW Title 11.

8           **8.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the  
9 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the  
10 employees while maintaining the efficient functioning of the work unit.

11           **8.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible  
12 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to receive  
13 sick leave for that time, s/he must notify the manager/designee on the first day of the injury or illness,  
14 either by telephone or fax, or by letter postmarked the first day of the injury or illness. However, if it is  
15 physically impossible to give the required notice on the first day, notice must be sent as soon as  
16 possible and must be accompanied by an acceptable showing of reasons for the delay. A doctor's  
17 statement or other acceptable proof of the injury or illness, while on vacation or compensatory time off  
18 must be presented regardless of the number of days involved.

19           **8.11** If a regular or probationary (who has previously achieved career service status)  
20 employee resigns from County employment or is laid off and subsequently returns to County  
21 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior  
22 County service shall be counted in determining the vacation leave accrual rate under Section 8.1.

23           **8.12 Term-Limited Temporary Employees** - A term-limited temporary employee who  
24 contiguous with his/her employment becomes a regular employee shall have his/her accrued vacation  
25 leave accruals carry over with such regular appointment and the accrual rate will be determined based  
26 on his/her date of hire as a term-limited temporary employee.

27           **ARTICLE 9: SICK LEAVE**

28           **9.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees

1 (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of  
2 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per  
3 month. The employee is not entitled to sick leave if not previously earned.

4 **9.1.1 Sick Leave Accruals for 7-10** - A regular employee assigned to a 7-10 work schedule  
5 as of January 1, 1996 will accrue sick leave in proportion to the relationship his/her basic work week  
6 bears to forty (40) hours; however, if the employee moves off the 7-10 work schedule to any other  
7 work schedule, the employee will only be able to accrue sick leave as provided under Section 9.1  
8 regardless if the employee later returns to a 7-10 work schedule. However, an eligible employee under  
9 this provision who involuntarily moves off the 7-10 work schedule and later returns to the 7-10  
10 schedule will again be eligible for the 7-10 accrual rate provided herein.

11 **9.2 Vacation as an extension of Sick Leave** - During the first six (6) months of service in a  
12 leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any  
13 accrued days of vacation leave as an extension of sick leave. Employees may have additional rights to  
14 use vacation leave for qualifying reasons under the Washington Family Care Act. If an employee does  
15 not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must  
16 be reimbursed to the County upon termination.

17 **9.3 Partial Day Increments** - Approved sick leave will be used in one quarter (1/4) hour  
18 increments.

19 **9.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by a  
20 leave eligible employee.

21 **9.5 Restoration following Separation** - Separation from employment except by reason of  
22 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave  
23 eligible employee as of the date of separation. Should a regular employee resign in good standing, be  
24 laid off or separated for non-disciplinary medical reasons and return to County employment within two  
25 (2) years, his/her accrued sick leave will be restored.

26 **9.6 Pay upon Separation** - A regular or probationary (who has previously achieved career  
27 service status) employee who has successfully completed at least five (5) years of County service and  
28 who retire as a result of length of service or who separates by reason of death will be paid, or his/her

1 estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of  
2 his/her unused, accumulated sick leave multiplied by the employee's base rate of pay in effect upon the  
3 date of leaving County employment, less mandatory withholdings.

4 **9.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick  
5 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under  
6 the County's workers compensation program, then the employee has the option to augment or not  
7 augment time loss payments with the use of accrued sick leave.

8 **9.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee  
9 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
10 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty  
11 (80) hours of accrued sick leave.

12 **9.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
13 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
14 by his/her manager/designee.

15 **9.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

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

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

27 3. An employee may not collect sick leave and worker's compensation time  
28 loss payments for physical incapacity due to any injury or occupational illness which is directly

1 traceable to employment other than with the County.

2 C. Exposure to contagious diseases and resulting quarantine.

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

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

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

9 **9.11 Temporary Transfer** - If an employee requests intermittent leave or leave on a reduced  
10 leave schedule, , that is foreseeable based on planned medical treatment, the manager/designee may  
11 require the employee to transfer temporarily to an available alternative position for which the  
12 employee is qualified and that has equivalent pay and benefits and that better accommodates  
13 recurring periods of leave than the regular position of the employee.

14 **9.12 FMLA/KCFML** - Pursuant to Master Labor Agreement, Article 11.

15 **ARTICLE 10: PAID LEAVES**

16 **10.1 Donated Leaves** - Pursuant to Master Labor Agreement, Article 6.

17 **10.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for  
18 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,  
19 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)  
20 days paid leave provided;

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

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

1           **10.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out above  
2 in excess of five (5) working days will be subject to the terms of this Agreement.

3           **10.3 Bereavement Leave** - Pursuant to Master Labor Agreement, Article 8.

4           **10.4 Leave for Volunteer Service** - Pursuant to Master Labor Agreement, Article 4.

5           **10.5 Military Leave** - Pursuant to Master Labor Agreement, Article 2.

6           **10.6 Paid Parental Leave** - Pursuant to Master Labor Agreement, Article 7.

7           **10.7 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
8 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
9 This will include time required to complete any required interviews.

10 **ARTICLE 11: INSURED BENEFITS, HRA AND VEBA**

11           Pursuant to Master Labor Agreement, Article 25.

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

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

20           **12.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority  
21 as hereinafter defined for the purposes specifically provided for within this Agreement.

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

1           **12.2.1 Resumption of Probationary Period Upon Recall From Layoff** - In the event a  
2 regular employee is laid off during his/her probation period and is subsequently recalled to his/her  
3 classification within ninety (90) calendar days from the date of layoff, s/he will be credited with all  
4 days previously worked for purposes of satisfying his/her probation period and establishing his/her  
5 resultant classification seniority date.

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

12           **12.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an approved  
13 unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits  
14 during such absence except as provided under Section 12.3.

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

19           **12.5 Seniority will be defined as follows:**

- 20           • “**Classification Seniority**” will be defined as regular employee’s total length of  
21 service within a specific classification covered by this Agreement.
- 22           • “**Division Seniority**” will be defined as a regular employee’s total length of service  
23 within a division of a department covered by this Agreement.
- 24           • “**Departmental Seniority**” will be defined as a regular employee’s total length of  
25 service within a department.
- 26           • “**Bargaining Unit Seniority**” for purposes of this Agreement, will be defined as a  
27 regular employee’s total length of service within a classification(s) covered by this Agreement.
- 28           • “**County Seniority**” will be defined as a regular employee’s total length of service

1 with the County in a career service position.

2 **12.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following causes:

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

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

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

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

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

27 **12.8.1 Displaced Employees** - A regular employee who becomes displaced due to another  
28 regular employee’s exercise of Section 12.8, will also be afforded the right to displace or “bump out”

1 the least senior regular employee in a similar manner.

2       **12.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be  
3 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the  
4 work of the position for which s/he is recalled. A regular employee will be removed from the recall  
5 list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to  
6 accept or report to work after being recalled, or the employee requests to be removed from the recall  
7 list.

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

15 **ARTICLE 13: MISCELLANEOUS**

16       **13.1 Seniority Lists** - The County will transmit to the Union a current listing of all  
17 employees in February and August of each year. Such list will indicate the name of the employee,  
18 job classification, classification seniority date and work unit.

19       **13.2 Contracting Out** - Pursuant to Master Labor Agreement, Article 16.

20       **13.3 Union Leave** - Pursuant to Master Labor Agreement, Article 22.

21       **13.4 Reimbursement for Personal Transportation** - Pursuant to Master Labor Agreement,  
22 Article 24.

23       **13.5 Safety Gear and Equipment Allowance** - Pursuant to Master Labor Agreement,  
24 Article 32.

25       **13.6 Use of County Bulletin Boards and Electronic Devices** - Pursuant to Master Labor  
26 Agreement, Article 23.

27       **13.7 Transportation Benefits** - Pursuant to Master Labor Agreement, Article 38.

28       **13.8 Road and River Improvement Employees** - All County Road and River Improvement

1 employees will be allowed pay from time of reporting to a designated headquarters and will end when  
2 the employee returns from the field to such headquarters.

3 **13.9 Rain Gear** - The County will provide rain gear for all employees working in inclement  
4 weather as needed.

5 **13.10 Shop Stewards** - Shop stewards may conduct representational responsibilities including  
6 attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled shift,  
7 without a loss of regular compensation, if excused from work by the employee's manager/designee.

8 **13.11 Safety** - The County, Union and employees agree to comply with all applicable safety  
9 laws and regulations. In the event an employee discovers or identifies an unsafe condition s/he will  
10 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe  
11 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

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

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

26 **13.14 Loan-in / Loan-out - Roads Division**

27 **A.** Employees loaned-out from one work group to another will be based on seniority  
28 except when there is a legitimate business reason for doing otherwise. Legitimate business reasons

1 include, but are not limited to, the need to match particular skills or experience with the work or lack  
2 of work for the employee(s) in their regularly assigned work group.

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

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

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

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

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

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

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

28           **13.15 Personnel Files** - Employees shall be allowed to make written responses to any

1 materials which are in their personnel files, and such responses shall be maintained in their personnel  
2 files. Employees shall have the right to examine and receive a photocopy of any part of their  
3 personnel file upon request during normal business hours. All Letters of reprimand shall not be used  
4 for purposes of progressive discipline after three years.

5 **13.16 AVL, Cameras, and Card Readers**

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

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

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

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

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

1 **ARTICLE 14: GRIEVANCE PROCEDURE**

2 Pursuant to Master Labor Agreement, Article 26.

3 **ARTICLE 15: PROBATIONARY PERIOD**

4 **15.1** The provisions of the Master Labor Agreement Article 26 will not apply to  
5 probationary, temporary, provisional and term-limited temporary employees who are employed at  
6 will if they are disciplined or discharged.

7 **15.2** An employee who does not successfully complete the probationary period following  
8 transfer or promotion may be restored to his/her former position at the discretion of the employee's  
9 appointing authority.

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

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

23 **16.2 Employer Protection** - Upon notification in writing by the County to the Union that any  
24 of its members are engaged in a work stoppage, the Union will immediately, in writing, order such  
25 members to immediately cease engaging such work stoppage and provide the County with a copy of  
26 such order. In addition, if requested by the County, a responsible official of the Union will publicly  
27 order such Union members to cease engaging in such work stoppage.

28 **16.3 Discipline** - Any employee participating in such work stoppage or in other ways

1 committing an act prohibited in this Article will be subject to disciplinary action in accordance with the  
2 County's work rules up to and including discharge, suspension, or other disciplinary action as may be  
3 deemed applicable to such employee.

4 **ARTICLE 17: WAIVER CLAUSE**

5       17.1 The parties acknowledge that each has had the unlimited right within the law and the  
6 opportunity to make demands and proposals with respect to any matter deemed a proper subject for  
7 collective bargaining. The results of the exercise of that right and opportunity are set forth within this  
8 Agreement. Therefore, the County and the Union for the duration of this Agreement, each agree to  
9 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically  
10 referred to or covered in this Agreement.

11 **ARTICLE 18: SAVINGS CLAUSE**

12       Pursuant to Master Labor Agreement, Article 30.



1 **MEMORANDUM OF AGREEMENT**

2 **BETWEEN**

3 **KING COUNTY**

4 **AND**

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

6  
7 **Subject: Union Pension Trust**

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

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

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

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

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

**Addendum A**  
**International Union of Operating Engineers**  
**Local 302**  
**Wage Addendum**  
**Additional MLA 1% - 2018**

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5
9324050	934101	Equipment Operator In-Training	47	28.4953	29.8796	31.3310	32.8530	34.4489
9324100	934201	Equipment Operator	50	30.5966	32.0829	33.6414	35.2755	36.9891
9324200	934300	Equipment Operator-Lead	54	33.6414	35.2755	36.9891	38.7859	40.6699
8501100	852101	Landfill Gas Operator I	51	31.3309	32.8529	34.4488	36.1222	37.8768
8501200	852201	Landfill Gas Operator II	59	37.8767	39.7166	41.6459	43.6690	45.7902
8503100	853501	Pump Plant Operator	45	27.1753	28.4955	29.8797	31.3311	32.8531
9411100	941002	Solid Waste Preventive Maintenance Specialist	46	27.8276	29.1794	30.5968	32.0831	33.6416
9203100	924101	Vegetation Specialist	47	28.4953	29.8796	31.3310	32.8530	34.4489
7540200	756201	Wastewater Treatment Operator	51	31.3309	32.8529	34.4488	36.1222	37.8768
7540400	756401	Wastewater Treatment Senior Operator in Charge	59	37.8767	39.7166	41.6459	43.6690	45.7902