

**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, with the
 12 exception of non-superseding CLA Article 43 (After Hours Support).

13 For ease of reference, the following provisions, which were previously listed in this
 14 Appendix, are covered in their entirety by the CLA:

16	Provision	CLA Article
17	Donation of Leaves	6
18	Leaves – Organ Donors	36
19	Bereavement Leave	8
20	Leave for Volunteer Service	4
21	Military Leave	2
22	Paid Parental Leave	7
23	Leave Examinations	25
24	Contracting Out	16
25	Union Leave	22
26	Reimbursement for Personal Transportation	34
27	Use of County Bulletin Boards and Electronic Devices	23

1	Transportation Benefits	38
2	Grievance Procedure	26
3	Savings Clause	30
4	Duration	41

5

6 **ARTICLE 2: GENERAL PROVISIONS**

7 **2.1 Purpose** - The purpose of this Agreement is to promote the continued improvement of
8 the relationship between the County and its employees through their Union. The articles of this
9 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

10 **2.2 Non-discrimination** - Grievances alleging a violation of this provision may only be
11 processed through Step 3 of the grievance procedure. Employees who are unable to reach a
12 settlement under the grievance procedure of this Agreement may take issues arising under this
13 provision to a human rights agency for resolution.

14 **2.3 Labor-Management Committee(s)** - The County and the Union recognize the
15 importance of positive labor relations that encourage cooperative efforts and joint problem-solving by
16 all parties to better serve the public, increase productivity, reduce waste, improve safety, improve
17 morale, and recruit, train, and retain quality employees.

18 In the interest of meeting these challenges, the County and the Union agree to establish labor-
19 management committees in each division that shall meet quarterly, or as requested by the parties.

20 The Committee(s) shall be comprised of representatives from the bargaining unit, plus their business
21 representative(s), and representative from management, and the assigned Labor Relations Negotiator.

22 The parties will invite a neutral from the County's ADR program, if needed, and will consider the use
23 of a charter of the committees' processes and rules.

24

25 **ARTICLE 3: UNION RECOGNITION**

26 **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining representative
27 of all employees in Roads, Airport, Parks and Solid Waste whose job classifications are in the work
28 units listed in the attached Addendum.

1 **3.2** The County shall not assign work to employees outside of the bargaining unit which the
2 members of the bargaining unit have historically exclusively performed unless it is required by law or
3 is a business necessity due to an emergent situation or to augment the workforce on a short-term,
4 temporary basis. Except for emergent situations, the County shall provide notice to the Union of its
5 intent and decision to assign work to employees outside of the bargaining unit which the members of
6 the bargaining unit have historically exclusively performed and, upon request, discuss the decision, or
7 bargain the decision if such an obligation exists. Nothing in this provision shall limit what the
8 County has historically assigned to non-bargaining unit employees. This section is not intended to
9 replace any other previous agreements or understandings with the Union regarding shared staffing
10 and/or cross jurisdictional assignments. Where the effect of the assignment is de minimis, this section
11 shall not apply and such assignment to employees outside the bargaining unit shall be allowable.

12
13 **ARTICLE 4: MANAGEMENT RIGHTS**

14 **4.1 General** - The Union recognizes the prerogatives of the County to operate and manage its
15 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
16 terms and conditions of this Agreement.

17 **4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the
18 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train,
19 layoff, and discipline and discharge regular employees for just cause; direct and assign the work;
20 develop and modify classification specifications; allocate positions to those classifications; allocate
21 employees to those positions; determine work shifts and work schedules; schedule and assign
22 overtime work; establish the methods, means and processes by which work is performed; establish
23 rules; and the right to take whatever actions are necessary in emergencies in order to assure the
24 proper functioning of the work units.

25 **4.3 Notification of Classification Specifications Changes**- The County shall notify the
26 Union of any proposed changes to class specifications of positions already represented by the Union.

27
28 **ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

1 **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the
2 corresponding rates of pay are set forth within the wage addendum which is attached hereto and made a
3 part of this Agreement. General Wage Increases shall be pursuant to the Coalition Labor Agreement,
4 Article 29.

5 **5.2 Step Advancement** - An employee may be hired at Step 1 of the wage range provided
6 under Addendum A covering the classification or above Step 1 as provided under the County's
7 Personnel Guidelines. Upon successful completion of the probationary period, the employee will
8 move from the initial step hired to the next step in the wage range. Step increases thereafter will be
9 annually on the anniversary date of the employee's successful completion of probation. An employee
10 working less than full-time will receive step increases prorated based on the full-time work schedule
11 of the work unit.

12 **5.2.1** An employee who is hired into a regular position who has successfully completed the
13 Washington State Apprenticeship program in the craft hired will start as Step 3 and advance to Step 5
14 on successful completion of probation.

15 **5.3 Step on Promotion** - A regular employee who is promoted from one classification to a
16 higher paying classification under this Agreement will be placed into the pay step providing no less
17 than a four and one-half percent (4-1/2%) increase in their base hourly rate of pay not to exceed the top
18 pay step of the higher paying classification.

19 **5.4 Short-Term Temporary Employee Benefits** - The County will pay the full hourly
20 contribution rate into the medical portion of the Operating Engineers' Health and Welfare Trust on
21 behalf of temporary employees for each hour the temporary employee is in pay status. The
22 temporary employee may be eligible to receive other compensation provided under King County
23 Code, as amended, in the event the employee exceeds the calendar year working hour threshold.

24 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant
25 regular employees or positions.

26 **5.6 Out-of-Classification** - Per CLA Article 33, plus the following: Working out of class
27 assignments will not be used to supplant positions or violate Union jurisdictional rights.

28 **5.7 Lead Assignment** - An employee assigned in writing by the manager/designee to perform

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

5
6 **ARTICLE 6: HOURS OF WORK**

7 **6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
8 five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not
9 to exceed forty (40) hours per FLSA workweek, Monday through Friday inclusive.

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

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

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

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

21 **6.1.2 Seven-Ten (7-10) Work Schedule** - In the Solid Waste Division there will be established
22 a work schedule comprised of seven (7) consecutive work days of ten (10) consecutive hours exclusive
23 of the meal period. The 7-10 work schedule will provide for seven (7) consecutive days off. The 7-10
24 work schedule spans two (2) FLSA workweeks. The 7-10 schedule will be considered a regular full-
25 time schedule under the terms of this agreement for all purposes, including leave and other benefit
26 eligibility determinations.

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

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

4 **6.1.3 Three-Thirteen (3-13) Work Schedule** - There may be established a work schedule
5 comprised of three (3) consecutive work days of thirteen (13) consecutive hours each, which hours will
6 be exclusive of the meal periods and will not exceed forty (40) hours per FLSA workweek
7 requirements. Start time and days scheduled for a three-thirteen (3/13) workweek schedule shall be
8 determined by the County, except that days off will include a Saturday and/or a Sunday.

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

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

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

17 d. Three-Thirteen (3/13) work schedules shall only apply to the Division's Landfill Gas
18 Operator work unit.

19 **6.1.4 Additional Work Schedule** - By mutual agreement between the County and the Union,
20 additional work schedules may be established.

21 **6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of 5:00
22 A.M. and 11:59 A.M. will be considered to be on first shift.

23 **6.2.2 Second Shift** - An employee assigned to work on a shift beginning between the hours of
24 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee
25 assigned to second shift will be their base hourly rate of pay plus ten percent (10%). An employee who
26 is regularly assigned to second shift will have all compensable time paid at the higher rate of pay. For
27 Landfill Gas employees who are regularly scheduled to begin work between 7:30 p.m. and 9:00 p.m.,
28 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

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

3 **6.4.3** Work unit is defined as a planning unit (e.g., paving, drainage, etc.) or “maintenance
4 division.”

5 **6.5 Altering of Work Schedule** - No employee will have their work schedule altered for the
6 purpose of avoiding the payment of overtime except when an employee bids for such change as
7 provided in Section 5.3. No employee will be required to work on their scheduled day off in lieu of the
8 employee’s scheduled workday. An employee will not receive overtime pay for working on Saturday
9 or Sunday if either one or both of the days are part of their regular work schedule.

10 **6.5.1 Planned Work Schedule and/or Shift Change** - The manager/designee may
11 temporarily change an employee’s work schedule and/or shift for planned projects. Such change will
12 normally require at least two (2) weeks of notice to the employee.

13 **6.6 Unanticipated/Workweek Schedule and/or Shift Change** - Normally, at least eight (8)
14 hours of advance notice will be given to an employee prior to temporarily changing the employee’s
15 workweek schedule and/or shift to perform unanticipated projects, and/or operations. In the event of
16 snow removal, flood control, sanding, or other operations due to acts of nature which may or may not
17 be anticipated, an employee may be placed on “Alert Status” and the eight (8) hours of advance
18 notice will not be required.

19 **6.7 Alert Status** - Road Services Employees will, in addition to their regular shift and
20 schedule, will be assigned an alert status shift and schedule (Alert).

21 **6.7.1 Shift duration** - Alert may be of varying duration; however, Alert will be at least eight
22 (8) hours if the employee is regularly on a 5/8 work schedule or ten (10) hours if the employee is
23 regularly on a 4/10 work schedule when the alert status shift is in lieu of the employee’s normally
24 scheduled shift, and eight (8) hours when the Alert shift is on a regular scheduled day off or holiday.

25 **6.7.2 Alert Notification** - Given the unpredictable nature of operational needs, Alert may be
26 called at any time and limited to the number of employees necessary to fulfill operational needs.

27 Implementation of Alert Status will be considered to have taken place when the work hours of the
28 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 7.8 with a minimum of eight (8) hours of paid
7 time.

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

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

13
14 **ARTICLE 7: OVERTIME AND PREMIUMS**

15 **7.1 Contractual overtime definitions.**

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

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

22 **C.** The Contractual Overtime Rate for each overtime hour worked shall be one
23 and one-half times the combined amount of the employee’s hourly base rate of pay and any
24 applicable pay premiums in effect at the time the OT is worked (known as “time and one half”). If
25 the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked,
26 the employee shall be paid the higher rate of pay pursuant to the FLSA.
27
28

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

5 **7.2.1** An employee on a 4-10 work schedule will be compensated at the rate of one and one-
6 half (1-1/2) times the employee's base hourly rate of pay (contractual daily overtime rate) for all
7 compensated hours in excess of ten (10) hours per day or forty (40) hours per FLSA workweek, or on a
8 holiday recognized in this Agreement (in addition to the holiday pay).

9 **7.2.2** An employee on a 7-10 work schedule will be compensated at the rate of one and one-
10 half 1-1/2) times the employee's hourly base rate of pay (contractual daily overtime rate) for all
11 compensated hours in excess of ten (10) hours per day or forty (40) hours per FLSA workweek or on a
12 holiday recognized in this Agreement.

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

17 **7.3 Scheduled overtime work** - Scheduled overtime work will be offered to full-time regular
18 employees prior to all other employees except in those instances where full-time regular employees are
19 not readily available, or when it is an extension of the workday for an employee or crew. Readily
20 available is defined as the employee not being on a leave status and is present at work or available
21 when called at the time the overtime work is being scheduled and is in the work unit in which the
22 overtime will be worked.

23 Scheduled overtime work, which may be required and is generally scheduled on weekends and
24 holidays, shall first be offered to employees on a rotating seniority basis within the work group. For
25 work groups in which there is more than one pit-site, the overtime shall first be offered to employees on
26 a rotating basis within the pit-site, then to the entire work group. If the overtime is a continuation of
27 work previously started by a particular crew within a work group, the overtime will first be offered to
28 employees on a rotating seniority basis within the crew, then to the work group as described above. A

1 work group is defined as a maintenance division or an entire crew operating out of the central shop, i.e.,
2 drainage crew, bridge crew, etc. Seniority will always be based on total classification seniority.

3 **7.4 Eight (8) Hour Break** - An employee who is called in to work prior to their next regularly
4 scheduled shift and works no less than twelve (12) hours overtime without at least eight (8) hours break
5 before the start of their next regularly scheduled shift will, upon request, be relieved of any requirement
6 to work their next regularly scheduled shift. The employee can be directed by the County, for safety
7 reasons, to not work their next regularly scheduled shift. In either of the above instances, the employee
8 will receive overtime pay for all such overtime hours worked but may receive no pay for the regularly
9 scheduled shift from which the employee was relieved.

10 **7.5 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
11 between the employee and the manager/designee. The request to earn compensatory time off must be
12 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the
13 Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime in
14 accordance with Sections 7.2, 7.2.1, 7.2.2, and 7.2.3.

15 **7.6 Overtime Authorization** - All overtime will be authorized in advance by the
16 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
17 considered overtime when it is a regularly scheduled workday for the employee. In addition, the
18 procedure for Overtime Callout will be: (1) Planning Unit, (2), Division or Department, (3) All
19 Departments.

20 **7.7 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for each
21 callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the
22 overtime rate.

23 **7.7.1 Callout** - A “callout” will be defined as a circumstance where an employee has left the
24 work premises and is subsequently required to report back to work prior to their normally scheduled
25 shift. An employee who is called out before the commencement of their regular shift will be
26 compensated in accordance with the provisions of Section 7.7; provided, however, in the event the
27 employee is called back to work within four (4) hours of their regular shift, the employee will be
28 compensated at the overtime rate for only the hours immediately preceding the start of their regular

1 shift.

2 **7.8 Emergency Work Premium** - Emergency work at other than the normal scheduled shift or
3 special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be
4 compensated as overtime. In the event this overtime work is accomplished prior to the normal working
5 hours and the employee subsequently works their regular shift, the regular shift will be compensated at
6 the employee’s regular, hourly rate of pay.

7 **7.9 Standby Status** - An employee assigned to standby status on non-duty days, by written
8 authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime rate for each
9 twenty-four (24) hour period or major portion thereof while on standby status. Any work performed on
10 non-duty days while on standby status will be compensated at the overtime rate for actual time worked.
11 An employee who is required in writing to be readily available to be called into work and/or who is
12 required to wear a “beeper” outside of their regular work hours will be considered to be on standby
13 status.

14

15 **ARTICLE 8: HOLIDAYS**

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

17 **8.1 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time
18 comprehensive leave eligible employee’s regularly scheduled day off, such employee will receive
19 compensation for the holiday as provided for in the standard full-time work schedule in the employee’s
20 work unit.

21 **8.2 4-10 Employees** - A comprehensive leave eligible employee on a 4-10 workweek schedule
22 will have two (2) hours of their accrued vacation leave applied in order to be compensated ten (10)
23 hours for each holiday identified within Section 8.1. As an alternative, employees working a 4-10 work
24 schedule may have their schedule changed to a 5-8 work schedule during weeks which have a holiday.

25 **8.3 Monday Holiday while on a 4/10 Sunday - Wednesday Shift** - When operationally
26 feasible and subject to management’s approval, the County agrees to allow employees working on a
27 4/10 work schedule falling Sunday through Wednesday to observe the Sunday preceding a Monday
28 holiday as the holiday (day off with holiday pay) and to work the Monday at the employee’s straight

1 time rate of pay. Prescheduling of the Sunday holidays will be required.

2 **8.4 Holidays Falling on a Weekend** - For those comprehensive leave eligible employees
3 whose regular work schedule requires working on a Saturday and/or a Sunday, holidays falling on these
4 days will be observed on the actual date of the holiday.

5 **8.5 Maximum Accrual** – Comprehensive leave eligible employees will receive no more than a
6 maximum of eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in
7 any one (1) calendar year.

8 **8.6 Holidays for 7/10 Employees** - An employee on a 7-10 workweek schedule will receive
9 New Year’s Day (January 1st), Thanksgiving Day (4th Thursday in November) and Christmas Day
10 (December 25th) as holidays off work without a reduction in pay. In addition, an employee will be paid
11 at the rate of time and one-half (1-1/2) for work performed on Martin Luther King Jr.’s Birthday (third
12 Monday in January), President’s Day (third Monday in February), Memorial Day (third Monday in
13 May), Juneteenth (June 19), Independence Day (July 4), Labor Day (first Monday in September),
14 Indigenous Peoples Day (second Monday in October), Veteran’s Day (November 11), and the day after
15 Thanksgiving.

16 **8.7 Holidays for Employees on a 3/13 schedule** - A comprehensive leave-eligible employee
17 on a 3/13 workweek schedule will have five (5) hours of their accrued vacation leave applied in order to
18 be compensated for thirteen (13) hours for each holiday identified in the CLA. As an alternative,
19 employees working a 3/13 work schedule may have their schedule changed to a 5/8 work schedule
20 during weeks which include a holiday.

21
22 **ARTICLE 9: VACATIONS**

23 **9.1 7-10 Employees** - The vacation accrual rate for regular employees who are assigned to a 7-
24 10 work schedule as of January 1, 1996 and who have continued to remain on the 7-10 workweek
25 schedule shall receive vacation leave benefits for each hour in pay status exclusive of overtime as
26 described in the following table; however, if the employee moves off the 7-10 work schedule to any
27 other work schedule, the employee will only be able to accrue vacation leave as provided under Section
28

1 8.1 regardless if the employee later returns to a 7-10 work schedule.

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

6	Through end of year 3	.0460
7	Upon beginning of year 4	.065934
8	Upon beginning of year 11	.0769
9	Upon beginning of year 13	.087912
10	Upon beginning of year 19	(CLA Table)

11
12
13 **9.2 Partial Day Increments** - Approved vacation leave will be used in one-quarter (1/4) hour
14 increments.

15 **9.3 Vacation Scheduling** - The manager/designee will be responsible for scheduling the
16 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
17 employees while maintaining the efficient functioning of the work unit.

18 **9.4 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible
19 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to receive
20 sick leave for that time, s/he must notify the manager/designee on the first day of the injury or illness,
21 either by telephone or fax, or by letter postmarked the first day of the injury or illness. However, if it is
22 physically impossible to give the required notice on the first day, notice must be sent as soon as
23 possible and must be accompanied by an acceptable showing of reasons for the delay. A doctor's
24 statement or other acceptable proof of the injury or illness, while on vacation or compensatory time off
25 must be presented regardless of the number of days involved.

26 **9.5 Term-Limited Temporary Employees** - A term-limited temporary employee who
27 contiguous with their employment becomes a regular employee shall have their accrued vacation
28 leave accruals carry over with such regular appointment and the accrual rate will be determined based

1 on their date of hire as a term-limited temporary employee.

2
3 **ARTICLE 10: SICK LEAVE**

4 **10.1 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 benefits at the rate of .052750 hours for each hour paid at
6 the hourly base rate of pay up to a maximum of 96 hours per year; however, if the employee moves
7 off the 7-10 work schedule to any other work schedule, the employee will only be able to accrue sick
8 leave as provided under the CLA Sick Leave article regardless if the employee later returns to a 7-10
9 work schedule. However, an eligible employee under this provision who involuntarily moves off the 7-
10 10 work schedule and later returns to the 7-10 schedule will again be eligible for the 7-10 accrual rate
11 provided herein.

12 **10.2 Partial Day Increments** - Approved sick leave will be used in one quarter (1/4) hour
13 increments.

14 **10.3 Temporary Transfer** - If an employee requests intermittent leave or leave on a reduced
15 leave schedule, that is foreseeable based on planned medical treatment, the manager/designee may
16 require the employee to transfer temporarily to an available alternative position for which the
17 employee is qualified and that has equivalent pay and benefits and that better accommodates
18 recurring periods of leave than the regular position of the employee.

19
20 **ARTICLE 11: INSURED BENEFITS**

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

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

2 **12.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority
3 as hereinafter defined for the purposes specifically provided for within this Agreement.

4 **12.2 Probation** - An employee will be recognized as having attained seniority and regular
5 employee status when such employee has completed a probation period equivalent of six (6) months
6 worked in a career service position based on a full-time work schedule in a classification covered by
7 this Agreement. Upon completion of the probation period the employee will be assigned a
8 classification seniority date which will be the date when they first commenced their probation for that
9 classification. An employee working less than a full-time work schedule will have their probation
10 prorated based on the full-time work schedule for the work unit.

11 **12.2.1 Resumption of Probationary Period Upon Recall From Layoff** - In the event a
12 regular employee is laid off during their probation period and is subsequently recalled to their
13 classification within ninety (90) calendar days from the date of layoff, they will be credited with all
14 days previously worked for purposes of satisfying their probation period and establishing their resultant
15 classification seniority date.

16 **12.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will
17 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee
18 who is unable to work because of a non-work related injury or illness will not accumulate seniority
19 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is
20 on approved FCLA and/or KCFML qualified leave, seniority shall continue to accrue for up to eighteen
21 (18) workweeks of the qualified unpaid leave period.

22 **12.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an approved
23 unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits
24 during such absence except as provided under Section 12.3.

25 **12.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of
26 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit
27 within twelve (12) months of the promotion or transfer, the employee will resume their seniority which
28 s/he had on the date of the promotion or transfer.

1 **12.5 Seniority will be defined as follows:**

- 2 • “**Classification Seniority**” will be defined as regular employee’s total length of
3 service within a specific classification covered by this Agreement.
- 4 • “**Division Seniority**” will be defined as a regular employee’s total length of service
5 within a division of a department covered by this Agreement.
- 6 • “**Departmental Seniority**” will be defined as a regular employee’s total length of
7 service within a department.
- 8 • “**Bargaining Unit Seniority**” for purposes of this Agreement, will be defined as a
9 regular employee’s total length of service within a classification(s) covered by this Agreement.
- 10 • “**County Seniority**” will be defined as a regular employee’s total length of service
11 with the County in a career service position.

12 **12.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following causes:

- 13 • Separation of employment from the County for any reason (i.e. termination,
14 resignation, retirement).
- 15 • Separation of employment within the bargaining unit, but maintaining employment
16 with King County. Employee will regain the seniority they had at the time they left the bargaining unit
17 only if they return to the bargaining unit within twelve (12) months.
- 18 • Layoff. Employee will regain the seniority they had at the time they were laid off if
19 they return to the bargaining unit within two (2) years of being laid off.

20 **12.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County

21 will lay off the regular employee in the classification affected who has the least Classification Seniority
22 within their division. Prior to any layoff, all term-limited temporary, provisional, temporary and
23 probationary employees in the classification within the affected division of the department will be
24 separated first. Where two (2) or more regular employees have the same Classification Seniority, the
25 more senior employee will be the one who has the most seniority by applying the following seniority tie
26 breakers in this order: 1) Division, 2) Department, 3) Bargaining Unit, 4) County, 5) total number of
27 compensated straight-time hours, 6) a random method by mutual agreement between the Union and the
28 County.

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

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

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

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

24 25 **ARTICLE 13: MISCELLANEOUS**

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

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13.2 Safety Gear and Equipment Allowance - Pursuant to Coalition Labor Agreement, Article 42. Article 42, which addresses Safety Gear and Equipment Allowance, includes language requiring that footwear, which is eligible to be paid for by the County, must meet ANSI standards. The King County Parks Division does not require that appropriate footwear meet ANSI standards; however, it will provide staff members with a clothing allowance as follows.

A. 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. For comprehensive leave benefited employees in the Parks Division required to wear appropriate safety footwear, the County will provide up to a total of one hundred and fifty dollars (\$150) per calendar year, per employee, in accordance with the Parks Division’s policies and procedures. It is understood by the parties that rubber boots and waders are not a substitute for appropriate safety footwear.

B. The Parks Division does not currently require employees to wear safety footwear that meets ANSI standards. In the event that changes, and identified employees and/or job classifications are expressly required by the Parks Division to wear ANSI-standard footwear, CLA Article 42 will apply to those specific employees and/or classifications who are covered by this requirement. No employee will receive both the ANSI boot allowance, as provided for by Article 42 of the CLA, and the non-ANSI boot allowance provided in this Section.

C. Parks employees covered by this provision who elect to wear footwear that meets ANSI standards shall receive a safety gear and equipment allowance pursuant to CLA Article 42..

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

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

3 **13.6 Safety** - The County, Union and employees agree to comply with all applicable safety laws
4 and regulations. In the event an employee discovers or identifies an unsafe condition the employee will
5 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe
6 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

7 **13.7 Apprenticeship Utilization** - By mutual agreement, the County and the Union agree to
8 enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice hiring
9 within the Union having established Apprenticeship Programs. Such apprentice hiring will conform to
10 the individual Apprenticeship Standards, and apprentices hired will be term limited temporary
11 employees.

12 **13.8 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to fill
13 a vacant bargaining unit position, the County will provide notice of the vacancy to all regular
14 employees within the classification within the bargaining unit. Any regular member of the bargaining
15 unit holding a position within the same classification as that of the vacant position will be given the
16 opportunity to apply for the position. The appointment will be made to the applicant who the County
17 determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and
18 ability of the applicants are equal, the position will be awarded on the basis of classification seniority.
19 This provision is not applicable to employees who hold a different employment status (i.e., part-time
20 and full-time) than that of the vacant position in the classification.

21 **13.9 Loan-in / Loan-out - Roads Division**

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

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

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

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

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

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

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

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

23 **13.10 Personnel Files** - Employees shall be allowed to make written responses to any
24 materials which are in their personnel files, and such responses shall be maintained in their personnel
25 files. Employees shall have the right to examine and receive a photocopy of any part of their
26 personnel file upon request during normal business hours.

27 **13.11 AVL, Cameras, and Card Readers**

28 A. The County agrees not to solely rely on AVL data, camera footage, or card reader

1 data as the basis for discipline.

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

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

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

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

22
23 **ARTICLE 14: PROBATIONARY PERIOD**

24 **14.1** The provisions of the Coalition Labor Agreement Article 26 will not apply to
25 probationary, temporary, provisional and term-limited temporary employees who are employed at
26 will if they are disciplined or discharged.

27 **14.2** An employee who does not successfully complete the probationary period following
28 transfer or promotion may be restored to their former position at the discretion of the employee's

1 appointing authority.

2
3 **ARTICLE 15: WORK STOPPAGES AND EMPLOYER PROTECTION**

4 **15.1 Work Stoppages** - The County, the Council, and the Unions agree that the public interest
5 requires efficient and uninterrupted performance of all County services and to this end pledge their best
6 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions will not
7 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
8 customarily assigned duties, sick leave absence which is not bona fide or other interference with
9 County functions by employees under this Agreement and should same occur, the involved Union will
10 take appropriate steps to end such interference. Any concerted action by any employee in any
11 bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred
12 contrary to the provisions of this Agreement. Being absent without authorized leave will be considered
13 as an automatic resignation. Such a resignation may be rescinded by the department head if the
14 employee presents satisfactory reasons for their absence within three (3) calendar days of the date his
15 automatic resignation became effective.

16 **15.2 Employer Protection** - Upon notification in writing by the County to the Union that any
17 of its members are engaged in a work stoppage, the Union will immediately, in writing, order such
18 members to immediately cease engaging such work stoppage and provide the County with a copy of
19 such order. In addition, if requested by the County, a responsible official of the Union will publicly
20 order such Union members to cease engaging in such work stoppage.

21 **15.3 Discipline** - Any employee participating in such work stoppage or in other ways
22 committing an act prohibited in this Article will be subject to disciplinary action in accordance with the
23 County's work rules up to and including discharge, suspension, or other disciplinary action as may be
24 deemed applicable to such employee.

25
26 **ARTICLE 16: WAIVER CLAUSE**

27 **16.1** The parties acknowledge that each has had the unlimited right within the law and the
28 opportunity to make demands and proposals with respect to any matter deemed a proper subject for

1 collective bargaining. The results of the exercise of that right and opportunity are set forth within this
2 Agreement. Therefore, the County and the Union for the duration of this Agreement, each agree to
3 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically
4 referred to or covered in this Agreement.

5
6 International Union of Operating Engineers, Local 302:

7 DocuSigned by:

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9 Gabe Schoenfelder
10 Union Representative

11 King County Office of Labor Relations:

12 DocuSigned by:

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14 David S. Levin
15 Labor Relations Negotiator - Senior

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

Job Class Code	People Soft Job Code	Classification Title	Range
9324050	934101	Equipment Operator In-Training	47
9324100	934201	Equipment Operator	50
9324200	934300	Equipment Operator-Lead	54
8501100	852101	Landfill Gas Operator I	51
8501200	852201	Landfill Gas Operator II	59
8503100	853501	Pump Plant Operator	45
9411100	941002	Solid Waste Preventive Maintenance Specialist	48
9411100	941004	Solid Waste Preventive Maintenance Specialist - NONCDL	48
9203100	924101	Vegetation Specialist	49
7540200	756201	Wastewater Treatment Operator	51
7540400	756401	Wastewater Treatment Senior Operator in Charge	59

* 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.

International Union of Operating Engineers, Local 302:

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Gabe Schoenfelder
Union Representative

King County Office of Labor Relations:

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David S. Levin
Labor Relations Negotiator - Senior

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 in the Solid Waste Division, Department of Natural Resources and Parks

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 in the Solid Waste Division (SWD), Department of Natural Resources and Parks, 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.

1 d. Members hired from the Union Hall for short-term temporary positions to perform the
2 duties of SWD Preventative Maintenance Specialists will be paid at the Group III (Service Engineers)
3 rate as specified in the full Associated General Contractors of Washington contract wages portion of
4 Appendix 1, Schedule "A" under wages.

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

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

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

16 h. These deductions will be made payable to:


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

21 2. Nothing herein precludes management from taking whatever actions it deems necessary in
22 emergencies, in accordance with Section 3.2 of the CBA between the County and the Union.

23 3. This Memorandum of Agreement is effective upon signature by both parties and replaces
24 the Memorandum of Agreement which was fully executed as part of the 2018-2020 Collective
25 Bargaining Agreement, (coded 351U0118).

26 4. This agreement will expire on December 31, 2024, unless extended by mutual agreement.


27 International Union of Operating Engineers, Local 302:

28 DocuSigned by:

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Gabe Schoenfelder
Union Representative

King County Office of Labor Relations:

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David S. Levin
Labor Relations Negotiator - Senior

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**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 6, Section 6.2 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.

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

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

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

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

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

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

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

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

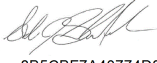
26 **3.** The use of EOI’s during snow and ice and critical missions will be limited to their
27 qualifications and any restrictions contained in the Succession Planning Memorandum of Agreement
28 covering their use.

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.

1 5. This Memorandum of Agreement is effective upon signature by both parties and replaces
2 the Memorandum of Agreement fully executed as part of the 2018-2020_Collective Bargaining
3 Agreement (coded 351U0218).


4 6. This Agreement will expire on December 31, 20240, unless extended by mutual
5 agreement.

6 International Union of Operating Engineers, Local 302:

7 DocuSigned by:
8 
9 8B5CBE7A40774D8

10 Gabe Schoenfelder
11 Union Representative

12 King County Office of Labor Relations:

13 DocuSigned by:
14 
15 7FE9183D721E453

16 David S. Levin
17 Labor Relations Negotiator - Senior
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**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. International Union of Operating Engineers, Local 302 (the Union) and King County (the County) are parties to a Collective Bargaining Agreement (CBA) from January 1, 2021, through December 31, 2024.

2. 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.

3. In an effort to create a harmonious working environment doing vital work for the County, the parties have made agreements that will provide for the training of new Equipment Operators-in-Training to operate equipment. This Agreement will create an opportunity for new Equipment Operators-in-Training to work in positions 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 Regular Equipment Operators on regular or overtime, 2) available Term-Limited Temporary or Short-Term Temporary Equipment Operators, 3) available Local 302 Equipment

1 Operators included in the approved Union/County list, and 4) Equipment Operators-in-Training who
2 are appropriately qualified and who shall be paid at Step 8 for Equipment Operators-in-Training.

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

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

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

20 5. The County will endeavor to post vacant FTE Equipment Operator positions within
21 sixty (60) days of a position becoming vacant, in divisions where Equipment Operators-in-Training
22 are being used. If a position will not be posted within 60 days of it becoming vacant, the County will
23 offer to meet with the Union to discuss the reasons for the delay. Eligibility for Equipment Operator-
24 in-Training positions will be limited to two years duration, unless there is written agreement between
25 the County and the Union providing for additional time for a specified employee. Layoff and recall
26 rights for full-time Union members will be honored first in hiring for vacant Equipment Operator
27 positions, after which individuals from outside the bargaining unit or outside the County may be
28 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:

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- 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 2018-2020 Collective Bargaining Agreement (coded 351U0318).

10. This Agreement will expire on December 31, 2024, 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.

International Union of Operating Engineers, Local 302:

DocuSigned by:

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 Gabe Schoenfelder
 Union Representative

King County Office of Labor Relations:

DocuSigned by:

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 David S. Levin
 Labor Relations Negotiator - Senior

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: Implementation of wage increases; efficiencies relating to snow and ice

Background:


1. In the current round of collective bargaining, the parties have reached an agreement where the Solid Waste Preventative Maintenance Specialists (Oilers) and the Vegetation Specialists will receive wage range increases.
2. In connection with these wage increases, the parties have agreed to efficiencies relating to certifications and snow and ice emergencies.

Agreement:

1. Wage range increases for Vegetation Specialists will take place prospectively upon implementation of this contract. The wage increase for Oilers will go into effect prospectively upon implementation of this contract and will not be delayed due to the certification requirements in Paragraph 2 below.
2. Oilers shall be required to hold ASE T.8 preventative maintenance inspection certification (or a comparable certification, jointly agreed upon by the parties) and 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 these certifications. New employees will be expected to obtain these certifications during their probation periods, if they do not already hold them. Current employees will be provided release time to obtain the certifications and will be expected to obtain them within a reasonable time after implementation of this agreement, 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.
3. 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.

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International Union of Operating Engineers, Local 302:

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Gabe Schoenfelder
Union Representative

King County Office of Labor Relations:

DocuSigned by:

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David S. Levin
Labor Relations Negotiator - Senior

**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: Cessation of hauling and tipping on weekends in the Solid Waste Division; reopener of contract provisions

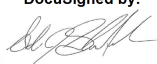
Background:

1. Prior to negotiations for the 2021-2024 contract term, King County announced and placed the Union on notice that it would be closing Cedar Hills Landfill operations on weekends and would move to a 5-day hauling and tipping schedule, commencing July 2021. The County made proposals during negotiations that would allow the County to assign more employees to 5/8 and 4/10 schedules and end some of the 7/10 schedules, as well as other issues, that would narrow operations to a 5-day hauling and tipping schedule.
2. During negotiations, the Union has raised concerns about the impacts on employees from the loss of 7/10 schedules.
3. King County has withdrawn its bargaining proposals and has notified the Union that it is delaying the planned implementation date of ceasing to haul and tip on weekends from July 2021 to January 1, 2023, provided that the parties can reopen negotiations as described below, during the term of the next contract, in order to negotiate the impacts on employees.

Agreement:

1. If the SWD moves forward with its plan to cease tipping and hauling operations on the weekends, it shall give the Union six months' notice of its intent to do so. At that point, King County and the Union shall enter into negotiations in good faith surrounding the impacts of the discontinuation of its tipping and hauling operations on the weekends and shall reopen, as necessary, the provisions in the labor agreement relating to the shifts of employees.
2. When negotiations reopen, the parties will try to have efficient conversations that do not revisit ground that has already been covered during the small table negotiations.

International Union of Operating Engineers, Local 302:

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Gabe Schoenfelder
Union Representative

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King County Office of Labor Relations:

DocuSigned by:

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David S. Levin
Labor Relations Negotiator - Senior

Certificate Of Completion

Envelope Id: 7DBF73ACC0A94CB0A4570F18A5E81B78	Status: Completed
Subject: Please DocuSign: Coalition Labor Agreement (CLA) - Appendix for 351 - 351CLAC0122.pdf	
Source Envelope:	
Document Pages: 42	Signatures: 14
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carolyn Coleman
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	carolyn.coleman@kingcounty.gov
	IP Address: 97.113.85.23

Record Tracking

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Storage Appliance Status: Connected	Pool: King County-King County Executive	Location: DocuSign
	Office-Office of Labor Relations	

Signer Events

Gabe Schoenfelder
 GSchoenfelder@iuoe302.org
 Security Level: Email, Account Authentication (None)

Signature



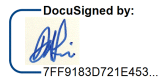
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 Signed: 7/12/2022 8:34:34 AM

Electronic Record and Signature Disclosure:
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David Levin
 David.Levin@kingcounty.gov
 Labor Relations Negotiator
 King County Executive Department-OLR
 Security Level: Email, Account Authentication (None)



Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/12/2022 9:23:04 AM
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Completed	Security Checked	7/12/2022 9:23:21 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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From time to time, King County Sub Account - Office of Labor Relations (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County Sub Account - Office of Labor Relations:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bmconnaughey@kingcounty.gov

To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County Sub Account - Office of Labor Relations

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County Sub Account - Office of Labor Relations

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bmcconnaughey@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.