

**AGREEMENT BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17
AND
KING COUNTY
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AGREEMENT BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS,
LOCAL 17
AND
KING COUNTY

These Articles constitute an agreement, the terms of which have been negotiated in good faith, between King County (County) and the International Federation of Professional and Technical Engineers, Local 17 (Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan County Council (Council) of King County, Washington.

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3 **ARTICLE 1: PURPOSE, EQUAL EMPLOYMENT OPPORTUNITY, LMC**
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5 **1.1. Purpose:** The intent and purpose of this Agreement is to promote the continued
6 improvement of the relationship between the County and its employees and to set forth the wages,
7 hours and other working conditions of such employees.

8 **1.2. Equal Employment Opportunity:** The County or the Union shall not discriminate
9 against any individual with respect to compensation, terms, conditions, or privileges of employment
10 because of legally protected union activity, race, color, religion, national origin, age, ancestry, marital
11 status, sexual orientation, sensory, mental or physical disability or sex, except as otherwise provided
12 by law.

13 **1.3. Labor-Management Committee:** The parties shall convene a bargaining unit wide
14 Labor-Management Committee meeting whenever they jointly agree that such a meeting is desirable.
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3 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**
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5 **2.1.** The County recognizes the Union as the exclusive bargaining representative of all
6 regular, probationary, provisional, temporary and term-limited temporary employees whose job
7 classifications are listed in the attached Addendum “A”. In recognizing the Union as the exclusive
8 bargaining representative, the County agrees that it will not effect any change in the mandatory
9 subjects of bargaining including but not limited to working conditions, wages, or fringe benefits
10 except by mutual agreement with the Union or in accordance with this Agreement.

11 **2.2.** It shall be a condition of employment that all employees covered by this Agreement
12 who are members of the Union in good standing on the effective date of this Agreement shall remain
13 members in good standing or pay an agency fee to the Union in lieu of membership, and those who
14 are not members of the Union on the effective date of this Agreement, shall become and remain
15 members in good standing or pay an agency fee to the Union in lieu of membership. It shall also be a
16 condition of employment that all employees covered by this Agreement and hired or assigned into the
17 bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning
18 of such employment, become and remain members in good standing or pay an agency fee to the
19 Union in lieu of membership.

20 **2.3.** An employee who objects to membership in the union on the grounds of a bona fide
21 religious objection shall pay an amount of money equivalent to regular union dues and initiation fee
22 to a non-religious charitable organization mutually agreed upon by the employee affected and the
23 Union to which such employee would otherwise pay the dues and initiation fee. The employee shall
24 furnish written proof that such payment has been made.

25 **2.4.** Failure by an employee to abide by the above provisions shall constitute cause for
26 discharge of such employee; provided, that when an employee fails to fulfill the above obligation, the
27 Union shall provide the employee and the County with thirty (30) days notification of the Union’s
28 intent to initiate discharge action, and during this period the employee may make restitution in the
amount which is overdue.

2.5. Neither party shall discriminate against any employee or applicant for employment on
account of membership or non-membership in any labor union or other employee organization.

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2.6. Upon receipt of written authorization individually signed by an employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the Union and shall transmit the same to the treasurer of the Union.

2.7. The Union will indemnify and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

2.8. The County will transmit to the Union, twice a year, upon written request, a current listing of all employees in the bargaining units. Such list shall indicate the name of the employee, position status, job classification, department and/or unit.

2.9. The County will require all new employees, hired in a position in the bargaining unit, to sign a form (in triplicate) which will inform them of the Union's exclusive recognition. One copy of the form to be retained by the County, one by the employee and the original sent to the Union.

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3 **ARTICLE 3: GENERAL PROVISIONS**
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5 **3.1. Rights of Management:** It is recognized that the County retains the right to manage the
6 affairs of the County and to direct the work force. Such functions of the County include, but are not
7 limited to, determining the mission, budget, organization, number of employees, and internal security
8 practices of the Department; recruiting, examining, evaluating, promoting, training, transferring
9 employees, and determining the time and methods of such action; disciplining, suspending, demoting,
10 or dismissing regular employees for just cause; assigning and directing the work force; developing
11 and modifying class specifications; determining the method, materials, and tools to accomplish the
12 work; designating duty stations and assigning employees to those duty stations; establishing
13 reasonable work rules; assigning the hours of work; and taking whatever actions may be necessary to
14 carry out the Department's mission in case of emergency.

15 **3.2. Savings Clause:** Should any part hereof or any provision herein contained be rendered
16 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by
17 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this
18 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such
19 invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining
20 parts or provisions shall remain in full force and effect.

21 **3.3.** The County and the Union and the employees covered by this Agreement are governed
22 by applicable County ordinances, and said ordinances are paramount except where they conflict with
23 a provision of this Agreement.

24 **3.4. Work Stoppages and Employer Protections:** The County and the Union agree that the
25 public interest requires efficient and uninterrupted performance of all County services and to this end
26 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
27 Union shall not cause or condone any work stoppage, including any strike slowdown, or refusal to
28 perform any customarily assigned duties, sick leave absence which is not bona fide, or other
interference with County functions by employees under this Agreement, and should same occur, the
Union agrees to take appropriate steps to end such interference. Any concerted action by any
employees in the Union shall be deemed a work stoppage if any of the above activities have occurred.

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3.4.1. Any employee participating in such work stoppage or in other ways committing an act prohibited in this article shall be considered absent without authorized leave and shall be considered to have resigned.

3.4.2. No member of this bargaining unit shall be required to cross a legal picket line sanctioned by the King County Labor Council (this section does not apply to informational pickets). This section shall not apply in situations that pose an imminent threat to structures or human health and/or safety. An employee encountering a picket line during the course of her/his duties shall contact her/his supervisor for work instructions.

3.5. Waiver Clause: The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of this exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement. However, if the parties agree to bargain during the term of this Agreement, amendments and modifications to this Agreement may be made by mutual agreement of the Labor Negotiator/designee and the Union Representative who is subject to the Union’s internal constitutional processes.

3.6. Training: The County recognizes the mutual benefit to be attained by affording training opportunities to employees and shall provide information and access to training opportunities for its employees, within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and motivating employees to improve their personal capabilities in performance of specific tasks. All employees shall have equal access to training opportunities.

3.7. Drug Free Workplace: The Union agrees to comply with all applicable Federal, State and County regulations and ordinances with regard to the drug free workplace.

3.8. Contracting of Work: The County agrees not to contract out work historically performed by currently employed members of the bargaining unit if the contracting of such work eliminates or reduces the normal workload of the bargaining unit.

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4 **3.8.1.** The County agrees not to assign or transfer the work historically performed by
5 members of the bargaining unit to members of the Technical Employees Association bargaining units
6 if the assignment or transfer of such work eliminates or reduces the normal workload of the
7 bargaining unit, unless such elimination or reduction is de minimis.

8 **3.8.2.** If in order to secure funding for a specific project the County is required to
9 contract all or part of the work to be performed due to limitations imposed by the funding agreement,
10 said contracting shall not be considered a violation of this Article. The County agrees to provide the
11 Union, upon request, with documentation to support any contracting of work under the terms of this
12 section.

13 **3.9. Pre-existing Memoranda of Agreement:** The County and the Union hereby re-adopt
14 the following pre-existing Memoranda of Agreement attached hereto as:

15 Appendix E: MOU: Part-Time Employment

16 Appendix F: MOU: Assistant Code Enforcement Supervisor

17 Appendix G: MOU: Planner/Project Program Manager Addendum

18 Appendix H: MOU: Health & Environmental Investigator Accretion Addendum

19 Appendix I: MOU: Family Medical Leave

20 Appendix J: MOU: Payroll Changes

21 **3.10. Performance Evaluations:** The purpose of a performance evaluation shall be to notify
22 employees of performance expectations and of the supervisor's evaluation of the employee's
23 performance relative to those expectations.

24 Performance evaluations shall not be used for discipline, however they may be used to
25 show that an employee has been notified of any concerns regarding his/her performance.

26 An employee may appeal a performance evaluation consistent with the Performance
27 Evaluation article of the 2000 King County Personnel Guidelines. Section 15.3 of the 2000
28 Guidelines specifically state:

 15.3. Appeal of a Regular Employee Performance Evaluation

 A. Within five working days after a copy of the performance evaluation is given to the
employee, the employee may request additional evaluation and consideration. With the approval of

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3 the department director, the appointing authority may designate an alternate five-working day period
4 for this purpose.

5 The employee should prepare a written request as follows to the division manager:

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- 7 • Identify the evaluation by its date, the name of the rater, and the date the evaluation
8 was received.
 - 9 • Specify the ratings or comments which the employee believes are incorrect.
 - 10 • State the ratings or comments the employee believes should be made on the
11 evaluation.
 - 12 • Give facts substantiating each change requested.
 - 13 • Keep a copy of the written request and send the original to the division manager.

14 B. Upon receiving the request, the division manager will have 15 calendar days to meet with
15 the employee and either sustain or change the performance evaluation and notify the employee of the
16 decision in writing. In case of a change to the evaluation, a copy of the revised evaluation is to be
17 included with the decision. In the event that the issue is not resolved by the division manager, the
18 employee may, within 15 calendar days of the meeting with the division manager, meet with the
19 department director who will notify the employee of the decision in writing. The department
20 director's decision to sustain or change the performance evaluation will be final.

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3 **ARTICLE 4: HOLIDAYS**

4 **4.1.** Regular, probationary, provisional and term-limited temporary employees who work a
5 full-time schedule shall be granted the following holidays with pay:
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New Year's Day	January 1st
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th
Two (2) Personal Holidays	

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19 and any days designated by public proclamation of the Chief Executive of the State as a legal holiday
20 and as approved by the Council.

21 **4.2.** Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the
22 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

23 **4.3.** Holidays paid for but not worked shall be recognized as time worked for the purpose of
24 determining weekly overtime.

25 **4.4.** Work performed on holidays shall be paid at one and one-half (1-1/2) times the regular
26 rate in addition to regular holiday pay.

27 **4.5.** Employees eligible for holiday pay will earn a personal holiday on October 1st and on
28 November 1st each year. Personal holidays will be available for use when earned. Personal holidays
will be administered in the same manner as vacation leave. The personal holidays will be reflected as
vacation on the November 20th pay check.

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4.6. Holiday pay for regular, probationary, provisional and term-limited temporary employees who work a part-time schedule will be prorated to reflect their normally scheduled workday.

4.7. An employee must be in pay status on the regular scheduled workday prior and following a holiday to be eligible for the holiday pay.

4.8. The maximum compensation for holiday pay is eight (8) hours of regular straight-time pay.

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3 **ARTICLE 5: VACATIONS**
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5 **5.1.** Regular, probationary, provisional and term-limited temporary employees who
6 work a full-time schedule shall be eligible to accrue vacation leave benefits for each hour in
7 pay status exclusive of overtime as described in the following table in accordance with King
8 County Code. Employees who are eligible for vacation leave and who work a part-time
9 schedule will receive the vacation leave pro-rated to reflect their normally scheduled
10 workweek.

Full Years of Service	Equivalent Annual Leave in Days (for illustration)
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

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25 **5.2.** Employees shall accrue vacation leave from their date of hire into a leave eligible
26 position.

27 **5.3.** Employees shall not be eligible to take or be paid for vacation leave until they have
28 successfully completed their first six (6) months of County service in a leave eligible position.
Employees leaving County employment prior to successfully completing their first six (6) months of
County service in a leave eligible position shall forfeit and not be paid for accrued vacation leave.

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3 Employees shall be paid for accrued vacation leave to their date of separation up to the maximum
4 accrual amount if they have successfully completed their first six (6) months of County service in a
5 leave eligible position. Payment shall be the accrued vacation leave multiplied by the employee's
6 rate of pay in effect upon the date of leaving County employment less mandatory withholdings

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8 **5.4.** The manager/designee shall be responsible for establishing a vacation schedule in such a
9 manner as to achieve the most efficient functioning of the division.

10 **5.5.** Full-time employees may accrue up to sixty (60) days vacation. Part-time employees
11 may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled
12 workweek. Employees shall use vacation leave beyond the maximum accrual amount prior to the
13 end of the last full pay period that includes December 31 of each year. Failure to use vacation leave
14 beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
15 maximum amount unless the division manager/designee has approved a carryover of such vacation
16 leave because of cyclical workloads, work assignments or other reasons as may be in the best
17 interests of the County.

18 **5.6.** Employees shall not use or be paid for vacation leave until it has accrued and such use or
19 payment is consistent with the provisions of this Article.

20 **5.7.** No employee shall work for compensation for the County in any capacity during the time
21 that the Employee is on vacation leave.

22 **5.8.** Employees may use approved vacation leave at the discretion of the manager/designee in
23 quarter (1/4) hour increments.

24 **5.9.** In cases of separation from County employment by death of an employee with accrued
25 vacation leave and who has successfully completed his/her first six (6) months of County service in a
26 leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be
27 made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

28 **5.10.** If a regular or probationary (who has previously achieved career service status)
employee resigns from County employment or is laid off and subsequently returns to County
employment within two (2) years from such resignation or lay off, as applicable, the employee's prior
County service shall be counted in determining the vacation leave accrual rate under Section 5.1.

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3 **ARTICLE 6: SICK LEAVE**
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5 **6.1.** Regular, probationary, provisional and term-limited temporary employees shall accrue
6 sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime;
7 except that sick leave shall not begin to accrue until the first of the month following the month in
8 which the employee commenced employment. The employee is not entitled to sick leave if not
9 previously earned.

10 **6.2.** During the first six (6) months of service in a leave eligible position, employees may, at
11 the manager's/designee's discretion, use any accrued days of vacation leave as an extension of sick
12 leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation
13 leave used for sick leave must be reimbursed to the County upon termination.

14 **6.3.** Employees may use approved sick leave at the discretion of the manager/designee in
15 quarter (1/4) hour increments.

16 **6.4.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

17 **6.5.** Separation from or termination of County employment except by reason of retirement or
18 layoff, shall cancel all sick leave accrued to the employee as of the date of separation or termination.
19 Should a regular or probationary (who has previously achieved career service status) employee resign
20 or be laid off and return to County employment within two (2) years, accrued sick leave shall be
21 restored.

22 **6.6.** Regular or probationary (who has previously achieved career service status) employees
23 who have successfully completed at least five (5) years of County service and who retire as a result of
24 length of service or who terminate by reason of death shall be paid, or their estates paid or as
25 provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of their
26 unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of
27 leaving County employment less mandatory withholdings.

28 **6.7. Leave Without Pay for Health Reasons:** An employee must use all of his/her sick
leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
the County's workers compensation program, then the employee has the option to augment or not
augment time loss payments with the use of accrued sick leave.

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4 **6.8. Leave Without Pay for Family Reason:** For a leave for family reasons, the employee
5 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
6 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty
7 (80) hours of accrued sick leave.

8 **6.9. Use of Vacation Leave as Sick Leave:** An employee who has exhausted all of his/her
9 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
10 by his/her manager/designee.

11 **6.10. Use of Sick Leave:** Accrued sick leave will be used for the following reasons:

12 **6.10.1.** The employee's bona fide illness or incapacitating injury; provided, that:

13 **6.10.1.1.** An employee who suffers an occupational illness or is injured on the
14 job may not simultaneously collect sick leave and worker's compensation payments in a total amount
15 greater than the net regular pay of the employee; though an employee who chooses not to augment
16 his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid
17 leave status;

18 **6.10.1.2.** An employee who chooses to augment workers compensation
19 payments with the use of accrued sick leave will notify the workers compensation office in writing at
20 the beginning of the leave;

21 **6.10.1.3.** An employee may not collect sick leave and worker's compensation
22 time loss payments for physical incapacity due to any injury or occupational illness which is directly
23 traceable to employment other than with the County.

24 **6.10.2.** Exposure to contagious diseases and resulting quarantine.

25 **6.10.3.** A female employee's temporary disability caused by or contributed to by
26 pregnancy and childbirth.

27 **6.10.4.** The employee's medical, ocular or dental appointments, provided that the
28 employee's manager/designee has approved the scheduling of sick leave for such appointments.

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

6.10.6. To care for other family members, if:

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4 **6.10.6.1.** The employee has been employed by the County for twelve (12)
5 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
6 twelve (12) months.

7 **6.10.6.2.** The family member is the employee’s spouse or domestic partner,
8 the employee’s child, a child of the employee’s spouse or domestic partner, the parent of the
9 employee, employee’s spouse or domestic partner or an individual who stands or stood in loco
10 parentis to the employee, the employee’s spouse or domestic partner; and,

11 **6.10.6.3.** The reason for the leave is one of the following:

12 **6.10.6.3.1.** The birth of a son or daughter and care of the newborn
13 child, or placement with the employee of a son or daughter for adoption or foster care, if the leave is
14 taken within twelve (12) months of the birth, adoption or placement;

15 **6.10.6.3.2.** The care of the employee’s child or child of the employee’s
16 spouse or domestic partner whose illness or health condition requires treatment or supervision by the
17 employee; or

18 **6.10.6.3.3.** Care of a family member who suffers from a serious health
19 condition.

20 **6.11. Unpaid Leave:** An employee who has been employed by the County for twelve (12)
21 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
22 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her
23 own serious health condition, and for family reasons as provided in Sections 6.10.5 and 6.10.6
24 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive
25 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is
26 subject to the following conditions:

27 **6.11.1. Birth or Adoption:** When a leave is taken after the birth or placement of a
28 child for adoption or foster care, an employee may take leave intermittently or on a reduced leave
schedule only if authorized by the employee’s manager/designee.

6.11.2. Reduced Schedules: An employee make take leave intermittently or on a
reduced schedule when medically necessary due to a serious health condition of the employee or

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3 family member of the employee; and

4 **6.11.3. Temporary Transfer:** If an employee requests intermittent leave or leave on
5 a reduced leave schedule under Section 6.11.2 that is foreseeable based on planned medical
6 treatment, the manager/designee may require the employee to transfer temporarily to an available
7 alternative position for which the employee is qualified and that has equivalent pay and benefits and
8 that better accommodates recurring periods of leave than the regular position of the employee.
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10 **6.11.4. Concurrent Time:** Use of donated leave will run concurrently with the
11 eighteen (18) workweek family medical leave entitlement.

12 **6.11.5. Insurance Premiums:** The County will continue its contribution toward
13 health care during any unpaid leave taken under Section 6.11.

14 **6.11.6. Return to Work from Unpaid Leave:** An employee who returns from
15 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
16 provisions, to:

17 **6.11.6.1.** The same position he/she held when the leave commenced; or

18 **6.11.6.2.** A position with equivalent status, benefits, pay and other terms and
19 conditions of employment; and

20 **6.11.6.3.** The same seniority accrued before the date on which the leave
21 commenced.

22 **6.11.7. Failure to Return to Work:** Failure to return to work by the expiration date
23 of the leave of absence may be cause for removal and result in termination of the employee from
24 County service.

25 **6.12. Provider Certification:** The manager/designee and employee is responsible for the
26 proper administration of the sick leave benefit. Verification from a licensed health care provider may
27 be reasonably required to substantiate the health condition of the employee or family member for
28 leave requests.

6.13. Definition of Child: For purposes of this Article, a child means a biological, adopted
or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and

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incapable of self care because of mental or physical disability.

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3 **ARTICLE 7: PAID LEAVES**
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5 **7.1. Donation of Leaves:** Donation of vacation leave hours and donation of sick leave hours.

6 **7.1.1. Vacation leave hours**

7 **7.1.1.1. Approval Required:** An employee eligible for paid leave may
8 donate a portion of his/her accrued vacation leave to another employee eligible for leave benefits.
9 Such donation will occur upon written request to and approval of the donating and receiving
10 employee's department director(s), except that requests for vacation donation made for the purposes
11 of supplementing the sick leave benefits of the receiving employee will not be denied unless approval
12 would result in a departmental hardship for the receiving department.

13 **7.1.1.2. Limitations:** The number of hours donated will not exceed the
14 donor's accrued vacation credit as of the date of the request. No donation of vacation hours will be
15 permitted where it would cause the employee receiving the transfer to exceed his/her maximum
16 vacation accrual.

17 **7.1.1.3. Return of Unused Donations:** Donated vacation leave hours must be
18 used within ninety (90) calendar days following the date of donation. Donated hours not used within
19 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
20 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
21 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

22 **7.1.2. Sick leave hours**

23 **7.1.2.1. Written Notice Required:** An employee eligible for paid leave may
24 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon
25 written notice to the donating and receiving employee's department director(s).

26 **7.1.2.2. Minimum Leave Balance Required (Donor):** No donation will be
27 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
28 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)
hours of his/her accrued sick leave in a calendar year.

7.1.2.3. Return of Unused Donations: Donated sick leave hours must be
used within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the

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3 death of the receiving employee will revert to the donor. Donated sick leave hours will be excluded
4 from the sick leave payoff provisions contained in this Agreement, and sick leave restoration
5 provisions contained in this Agreement. For purposes of this Article, the first hours used by an
6 employee will be accrued sick leave hours.

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8 **7.1.3. No Solicitation:** All donations of vacation and sick leave made under this
9 Article are strictly voluntary. An employee is prohibited from soliciting, offering or receiving
10 monetary or any other compensation or benefits in exchange for donating vacation or sick leave
11 hours.

12 **7.1.4. Conversion Rate:** All vacation and sick leave hours donated will be converted
13 to a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
14 value will then be divided by the receiving employee's hourly rate to determine the actual number of
15 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
16 straight time hourly rate at the time of reversion.

17 **7.2. Leave - Organ Donors:** The manager/designee will allow an employee eligible for paid
18 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
19 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
20 paid leave provided;

21 **7.2.1. Notification:** The employee gives the manager/designee reasonable advance
22 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
23 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
24 result in serious illness, injury, pain or the eventual death of the identified recipient.

25 **7.2.2. Provider Certification:** The employee provides written proof from an
26 accredited medical institution, organization or individual as to the need for the employee to donate
27 bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure
28 where the participation of the donor is unique or critical to a successful outcome.

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

7.3. Bereavement Leave:

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4 **7.3.1.** An employee eligible for paid leave will be entitled to three (3) working days of
5 bereavement leave a year, per occurrence, due to death of a member of his/her immediate family.

6 **7.3.2. Use of Sick Leave in Lieu of Bereavement Leave:** An employee eligible for
7 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of
8 three (3) working days for each instance when death occurs to a member of the employee's
9 immediate family.

10 **7.3.3.** In the application of any of the foregoing provisions, when a holiday or regular
11 day off falls within the prescribed period of absence, it will not be charged against the employee's
12 sick leave account nor bereavement leave credit.

13 **7.3.4. Immediate Family Defined:** Immediate family means, as used in this article:
14 spouse, domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law and,
15 grandchild of the employee, or employee's spouse or employee's domestic partner.

16 **7.4. School Volunteers:** An employee eligible for paid leave will be allowed the use of up to
17 three (3) days of sick leave each year to allow the employee to perform volunteer services at the
18 school attended by the employee's child provided; an employee requesting to use sick leave for this
19 purpose will submit such request in writing specifying the name of the school and the nature of the
20 volunteer services to be performed.

21 **7.5. Jury Duty:** An employee eligible for paid leave who is ordered on a jury will be entitled
22 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of
23 mileage, with the Department of Finance. The employee will report back to their manager/designee
24 when dismissed from jury service.

25 **7.6. Leave Examinations:** An employee eligible for paid leave will be entitled to necessary
26 time off with pay for the purpose of participating in a County qualifying or promotional examination.
27 This will include time required to complete any required interviews.

28 **7.7. Military Leave:** A leave of absence for active military duty or active military training
duty will be granted to eligible employees in accordance with applicable provisions of state and/or
federal law; provided, that a request for such leave shall be submitted to the manager/designee in
writing by the employee and accompanied by a validated copy of military orders ordering such active

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duty or active training duty.

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3 **ARTICLE 8: MEDICAL, DENTAL & LIFE INSURANCE**
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5 **8.1.** King County presently participates in group medical, dental and life insurance programs
6 for eligible regular, probationary, provisional and term-limited temporary employees and their
7 eligible dependents. The County agrees to maintain the level of benefits as currently provided by
8 these plans and pay premiums as currently practiced during the life of this Agreement unless
9 modified by the Joint Labor-Management committee.

10 **8.2.** The County agrees to continue the Joint Labor-Management Insurance Committee
11 comprised of representatives from the County and its labor unions. The function of the Committee
12 shall be to review, study and make recommendations relative to existing medical, dental and life
13 insurance programs.

14 **8.3.** The Union and County agree to incorporate changes to employee insurance benefits
15 which the County may implement as a result of the agreement of the Joint Labor-Management
16 Insurance Committee referenced in Section 8.2.
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3 **ARTICLE 9: COMPENSATION**
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5 **9.1. Cost of Living (COLA):** Effective January 1 (2007, 2008, 2009), wage rates in effect
6 on December 31st of the previous year shall be increased by ninety percent (90%), CPI-W, U.S. All
7 Cities based on September to September figures of the prior year. The minimum COLA shall be two
8 (2) percent and the maximum shall be six (6) percent.

9 **9.2. Step Progression:** Employees who are hired at step one (1) of the 10 step pay scale will
10 advance to step two (2) after successful completion of the probationary period, but no sooner than six
11 (6) months. Steps thereafter will consist of two (2) steps on the 10 step pay scale to be applied
12 annually on the employee's anniversary date. Employees who are hired above step one (1) may
13 advance to the next step (one step) after successful completion of probation, but no sooner than six
14 (6) months, at the discretion of the manager/designee. Steps thereafter will consist of two (2) steps
15 on the 10 step pay scale to be applied annually on the employee's anniversary date.

16 **9.3. Lead Compensation:** The manager/designee shall appoint individuals in writing to lead
17 worker positions consistent with the provisions of the County's Personnel Guidelines. An employee
18 designated in writing as lead worker is eligible for additional compensation of five percent (5%)
19 above the base rate effective on the date of assignment. At such time as the lead worker designation
20 is removed, the employee's compensation reverts to their base rate.

21 **9.4. Work Out of Classification:** It is understood by the parties that an employee must be
22 assigned in writing, with a copy to the Union, by the director/designee to perform on a temporary
23 basis, not to exceed ninety (90) continuous days of work, the preponderance of the duties of a higher
24 classification.

25 **9.4.1.** During the ninety (90) continuous days of work or any extension thereof,
26 employees performing at the higher classification shall be placed at the next higher step in the new
27 classification as would constitute a minimum of four and one-half percent (4-1/2%) over the base
28 hourly wage, received prior to the assignment, not to exceed the top rate of the higher classification,
except as provided below. Additionally, any employee eligible to receive step increases in the
normal progression of his/her classification shall continue to receive the increases and the out of class
pay will be adjusted accordingly.

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4 **9.4.2.** In cases where a departmental emergency exists, the County may assign an
5 employee to work in a higher classification within the bargaining unit, for a period not to exceed
6 three (3) consecutive days and under such emergency shall not be required to pay the rate of the
7 higher classification. Such assignment shall not be made to circumvent the intent of Section 9.4
8 above, and the County shall make every effort to resolve such emergency condition as quickly as
9 possible.

10 **9.4.3.** The Union will be notified of any extension of the out-of-class assignment by
11 the County beyond ninety (90) days. If the employee is required to work out-of-class for more than
12 ninety (90) days, the Union may request a meeting for the sole purpose of clarifying why the
13 employee is still working out-of-class.

14 **9.4.4.** Employees in a training capacity may be assigned work normally performed by
15 a higher classification, except that they will not be assigned the duties of a higher classification to
16 circumvent the intent of Section 9.4.1. An employee assigned to a training position shall be under the
17 supervision and guidance of his/her immediate supervisor, and shall not remain in the training
18 position for more than ten (10) consecutive, normal working days.

19 **9.4.5.** It is understood by the parties that every incidental duty connected with
20 operations enumerated in job descriptions is not always specifically described.

21 **9.5. Promotions:** Promotions will be conducted in accordance with the applicable
22 Administrative Guidelines for Career Service. A regular employee promoted to a higher
23 classification shall be placed at the salary step of the promotive classification as would constitute a
24 minimum of four and one-half percent (4-1/2%) over the base hourly wage received prior to
25 promotion, not to exceed the top step of the new salary range.

26 **9.6. Overtime:** The provisions of this section (9.6 Overtime) shall apply to hourly
27 employees only. Except as otherwise provided in this article, hourly employees on a five (5) day
28 schedule shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of eight
(8) in one (1) day, exclusive of the lunch period, or forty (40) in one (1) week. Employees on a seven
(7) hour per day schedule will receive straight time for work performed during the eighth (8th) hour
and overtime paid when working in excess of eight (8) hours in one (1) day or forty (40) in one (1)

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3 week, exclusive of lunch period. Employees working full-time alternative workweeks will receive
4 overtime for hours worked beyond their regular scheduled workday (minimum number of hours of
5 the alternative scheduled workday must be at least eight (8) hours), exclusive of the lunch period, or
6 forty (40) in one (1) week. Employees working a part-time schedule will receive overtime after forty
7 (40) hours in one (1) week, exclusive of lunch period.

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9 **9.6.1.** All overtime shall be authorized or scheduled in advance by the
10 manager/designee in writing, except in emergencies. Saturday and Sunday work is not overtime
11 when it is a regular scheduled workday for the individual.

12 **9.6.2.** Emergency work at other than the normal scheduled working hours, or special
13 scheduled working hours, shall be credited as such. This unscheduled and emergency overtime will
14 be compensated as overtime and in the event this overtime work is accomplished prior to the normal
15 working hours and the employee subsequently works his/her regular shift shall be compensated at
16 regular time.

17 **9.6.3.** Authorized overtime shall be compensated in time periods of one-quarter (1/4)
18 hour. Where an employee works any portion of a one-quarter (1/4) hour time period, the employee
19 shall accrue overtime as if s/he had worked the full one-quarter (1/4) hour.

20 **9.6.4.** For purposes of computing overtime, all authorized time off in a pay status
21 shall be considered as time worked.

22 **9.6.5.** There shall be no practice of compensatory time off except by mutual
23 agreement between the employee and the manager/designee. Compensatory time shall be earned at
24 the rate of one and one half (1-1/2) times the regular rate. With mutual agreement, compensatory
25 time may be earned as a mix of time off and paid time (for example, one hour of straight time, one
26 half-hour of time off).

27 **9.6.6.** All hours worked on a regular scheduled day off will be compensated as
28 overtime providing the employee has been in pay status a minimum of forty (40) hours, exclusive of
overtime, in the workweek.

9.7. Physical Call-Out: A minimum of four (4) hours at the overtime rate shall be allowed
for each call-out where the employee is called and returns to a designated work site after completing

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3 his/her regular shift and leaving the work site. Where such overtime exceeds four (4) hours, the
4 actual hour worked shall be allowed at overtime rates. This shall include travel time from the
5 employee's residence to the designated work site or place of assignment. Saturday, Sunday and
6 holidays are not subject to call-out pay when the employee is scheduled for overtime work.

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8 **9.7.1. Technological Call-Out (TCO):** A TCO is where an employee is called to
9 return to duty and performs those duties via telephone, facsimile, computer or similar electronic
10 device that does not require returning to a designated work site. If the time required responding to
11 the TCO exceeds nine (9) minutes, then a minimum of thirty (30) minutes pay at the overtime rate
12 shall be given. If the time exceeds thirty (30) minutes (or aggregate time of multiple TCOs exceeds
13 thirty (30) minutes), then a minimum of one (1) hour of pay at the overtime rate shall be given. Any
14 TCO or aggregate TCOs exceeding one (1) hour shall be compensated for at the overtime rate for all
15 actual time worked.

16 **9.8. Standby:** Standby is off duty time during which an employee is required to restrict
17 her/his activities and be available to report to work. Employees assigned to standby status in writing
18 shall be compensated at the rate of ten percent (10%) per hour for all hours spent on standby. If
19 called to work the employee shall cease being paid standby and be paid in accordance with Section
20 9.7.

21 **9.9. Professional Licenses and Certifications:** Employees compensated under this section,
22 when requested by the manager/designee, are required to show proof of having a current, valid
23 license or certificate.

24 **9.9.1. Professional License:** Employees may be required to have one (1) or more
25 current Washington State professional licenses in the branches of Civil, Electrical, Hydraulic,
26 Industrial, Mechanical, Metallurgical, Sanitary, Structural, Architectural, Land Surveying, Geology
27 or Illumination shall be paid an additional one hundred dollars (\$100.00) per month. If the
28 professional license is not required but related to the employee's work, they will receive fifty dollars
per month. It is agreed to by the County and the Union that no employee will be removed from an
existing position because of a lack of licenses.

9.9.2. Professional Certifications:

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9.9.2.1. Within the terms of this Agreement, certification includes, and is limited to, International Conference of Building Officials Certifications in Building Inspection, Landscape Architecture, Certified Floodplain Manager, Mechanical, Plumbing, Combination Inspector, Fire and Plans Examiner, and State Certified Public Accountant.

9.9.2.2. During the term of this Agreement, additional certifications may be added by mutual agreement of the parties to this contract.

9.9.2.3. All Employees who have one or more valid certifications as described in Section 9.9.2.1 above in a discipline directly applicable to their employment, shall be paid an additional fifty (\$50.00) dollars per month.

9.10. Special Duty: Employees required by the County to perform duties in an air-purifying respirator and chemical-resistant clothing shall receive a five percent (5%) wage premium for all duties performed while so outfitted.

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3 **ARTICLE 10: HOURS OF WORK**
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5 **10.1. Workweek:** The standard workweek for all employees shall consist of five (5)
6 consecutive work days not to exceed eight (8) hours each, exclusive of the lunch period, and not to
7 exceed forty (40) hours per week and shall normally be scheduled Monday through Friday. The
8 working hours of each day shall normally be between 7:00 a.m. and 5:00 p.m. Multiple shifts and
9 alternate and flex workweeks are recognized as provided under Section 10.4. It is understood that the
10 standard workweek and/or normal working hours of some positions do not fall within standards
11 provided in this provision, as outlined above, and are not eligible for the premium under Section 10.5.

12 **10.2. Flood Emergency:** In the event of a flood emergency, the normal working hours of
13 employees may be changed, provided that eight (8) hours advance notice is given. The normal flood
14 emergency shift shall be of twelve (12) hours duration. Standby and/or alert status shall not be used
15 to circumvent the required eight (8) hours notice.

16 **10.2.1. Disaster/Emergency Response:** Includes, but is not limited to, natural
17 disasters, chemical releases, power outages or terrorist threats.

18 **10.2.2.** Dependent upon the nature of the disaster/emergency, employees deemed to
19 be essential personnel are required to report for work. Depending on the nature of the
20 disaster/emergency, essential personnel may vary. The County will make every effort to identify
21 essential personnel prior to disaster/emergency situations.

22 **10.3. Breaks:** Employees shall receive fifteen (15) minutes paid rest period for each work
23 period of four (4) hours or more. Rest periods shall be taken as near as possible to the mid-point of
24 each four (4) hour work period. No employee shall be required to work more than three (3) hours
25 without a rest period. Employees shall be allowed an unpaid meal period of at least thirty (30)
26 minutes which shall commence no less than three (3) hours nor more than five (5) hours from the
27 beginning of the work shift. Rest and meal periods may not be combined.

28 **10.4. Alternate and Flex Workweeks:** Notwithstanding Section 10.1 an alternate and/or
flex workweek may be implemented during the term of this Agreement upon approval by the
manager/designee. Specific conditions for an alternate and/or flex workweek shall be subject to
written agreement between the manager/designee and the employee prior to implementation. The

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3 conditions must include, but are not limited to, the date the alternate and/or flex workweek begins
4 and when and under what circumstances the agreement will terminate or be renewed. Holidays and
5 overtime will be compensated in accordance with the terms of this Agreement. For purposes of this
6 Agreement, “flex” is defined as having different start/quit times scheduled for each workday of the
7 workweek, and “alternate” is defined as the number of hours and/or days scheduled for work during a
8 workweek.

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10 **10.5. Exceptional Work Schedules:** The County may make temporary changes to normal
11 working hours where circumstances require that work must be performed outside of the normal
12 working hours, providing that the changes are made in whole workdays. Working hours as provided
13 under Sections 10.1 and 10.4 shall be excluded from an exceptional work schedule.

14 **10.5.1.** Assignment of employees to exceptional work schedules will be done first by
15 requesting qualified volunteers. If no volunteers are secured, or if specific skills are required, then
16 assignments will be made at the discretion of management.

17 **10.5.2.** An employee assigned to an exceptional work schedule shall be eligible for
18 ten (10) percent above her/his base hourly rate for all work performed outside the normal working
19 hours. Overtime shall apply to work performed in accordance with Section 9.6.

20 **10.5.3.** Assignments of less than seven (7) days duration may be made by providing a
21 minimum of twenty-four (24) hours notice to the employee. Assignments of an indeterminate period
22 beyond seven (7) days may be made by providing a minimum of seven (7) calendar days notice to the
23 employee. The day upon which the employee receives notice of an exceptional work schedule shall
24 constitute the first day of notice.

25 **10.6. Telecommute:** Employees may be eligible to telecommute in accordance with the
26 County’s Telecommuting Policy.

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3 **ARTICLE 11: VEHICLES**

4 **11.1.** No employee within the bargaining unit shall be required, as a condition of
5 employment, to provide a personal automobile for use in County business.

6 **11.2.** All employees who have been authorized to use their own transportation on County
7 business shall be reimbursed at the rate set by the Council by ordinance.

8 **11.3.** Overnight storage of a County vehicle at a secure County facility may be allowed
9 provided it can be demonstrated that the employee normally begins or ends the workday in the field
10 and the distance to the overnight storage site is less than a return trip to the employee's main office, if
11 approved by the Department Director.

12 **11.4.** The assignment of take-home privileges for 24-hour vehicle assignments, whereby an
13 employee shall be permitted to park such a vehicle at his/her residence overnight, shall be made by
14 the Department Director or Designee. The assignment shall be in accordance with the written
15 standards under Appendix B. The standards will be reviewed annually and subject to updating
16 following the review. Any change will be negotiated.

17 **11.5.** An employee in DDES who is eligible for take-home privileges, pursuant to Section 1
18 or Section 2 of Appendix B, may qualify to participate in the Runzheimer program as provided in
19 Appendix C.

20 **11.6.** The employee shall be notified of any change in vehicle assignment fourteen (14) days
21 prior to the implementation.

22 **11.7.** Compensation for hourly employees with assigned vehicles will be in accordance with
23 the applicable FLSA rules and regulations.

24 **11.8.** Employees with take-home privileges are required to submit any reports or other
25 documents required by the County when requested.

26 **11.9.** The assignment of vehicles and/or take-home privilege shall be reviewed at least
27 annually or more often depending on business needs. For example, seasonal duties, light duty,
28 change in assignment, etc.

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3 **ARTICLE 12: EMPLOYEE RIGHTS**
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5 **12.1.** The off-duty activities of employees shall not be cause for disciplinary action unless
6 said activities are detrimental to the employee’s work performance or the program of the agency.

7 **12.2.** If the County determines to bring disciplinary action against an employee, the employee
8 shall be apprised of his/her rights of appeal and representation as provided for in the Grievance
9 Procedure of this Agreement.

10 **12.3.** The County may issue a written reprimand, suspend, demote, or discharge a regular
11 employee for just cause.

12 **12.4.** Counseling and warnings whether issued in writing or given orally are considered
13 notice not discipline and will not be used for determining progressive discipline.

14 **12.5.** Employees hired into regular positions will serve a six (6) month probation period. The
15 probation period may be extended by the manager/designee at his/her discretion, not to exceed one
16 (1) year. The probation period may also be waived by the manager/designee at his/her discretion.
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3 **ARTICLE 13: TEMPORARY EMPLOYEES**
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5 **13.1.** No temporary employee will be kept on the payroll past 1040 hours per calendar year.

6 **13.2.** The County agrees that it will not use temporary or term-limited temporary employees
7 to supplant regular positions.

8 **13.3.** Individuals offered temporary or term-limited temporary employment shall meet the
9 same pre-employment standards as applicants for regular employment. A copy of the standards used
10 shall be provided, upon request, to the Union.

11 **13.4.** If the temporary or term-limited temporary employee subsequently receives regular
12 employment in the same classification, the probationary period, or part thereof, may be waived by the
13 manager/designee.

14 **13.5.** Where the Agreement is silent temporary and term-limited temporary employees are
15 governed by provisions of the King County Code, as modified.

16 **13.6.** The County performs an annual review of temporary employee usage called the Body
17 of Work Review. The County will annually meet with the Union to discuss the results of the review,
18 and provide any relevant documentation.
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3 **ARTICLE 14: UNION REPRESENTATION**
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5 **14.1.** Authorized representatives of the Union may, after notifying the County official in
6 charge, visit the work location of employees covered by this Agreement at any reasonable time for
7 the purpose of investigating grievances.

8 **14.2.** The Executive Director and/or Representative shall have the right to appoint a steward
9 at any location where members are employed under the terms of this Agreement. The Union will
10 furnish the County’s Labor Negotiator with the names of stewards when appointed. The steward
11 shall be allowed reasonable time to perform steward duties during regular working hours.

12 **14.3.** Union stewards or other County employees representing union interests during contract
13 negotiations are authorized to meet with County management during the working hours without loss
14 of pay, but shall not be eligible for overtime for such activities. The Union will limit its
15 representation to no more than three (3) County employees during negotiations held on County time,
16 except where through mutual agreement it is deemed to be in the best interests of the parties to
17 exceed such limit.

18 **14.4.** Where allowable, the County shall make available to the Union any meeting space,
19 rooms, etc., for the purpose of conducting Union business, where such activities would not interfere
20 with the normal work of the department, provided however, the Union may not hold mass meetings
21 in such facilities.

22 **14.5.** A regular employee elected or appointed to office in the Union which requires a part of
23 all of their time shall be given leave of absence up to one (1) year without pay upon application.

24 **14.6.** Written policies, rules, or directives affecting the terms and conditions of this
25 Agreement shall be provided to the Union upon request.

26 **14.7. Bulletin Boards:** The County agrees to permit the Union to post on County bulletin
27 boards announcement of meetings, election of officers, and any other Union material, providing there
28 is sufficient space, beyond what is required by the County for “normal” operations.

14.8. Electronic Mail: The Union may use email for jointly communicating information in
which the County has an interest such as: general meeting announcements and scheduling,
labor/management committee communiqués (agendas, minutes, announcements and scheduling), and

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other like information. A Shop Steward may use the County’s email system for communications with a member and the Union on an incidental, individual basis, in accordance with Section 2.1.6 of the County’s Email Policy.

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3 **ARTICLE 15: REDUCTION IN FORCE/SENIORITY**
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5 **15.1. Notice To Union:** The County will notify the Union in writing at least thirty (30) days
6 in advance of any anticipated layoff of a regular employee. The notice will include the name of the
7 division(s), classification(s), and employee(s) identified for layoff. For purposes of this Article, the
8 Department of Development and Environmental Services will be considered a division.

9 **15.2. Qualification:** The County will determine who meets the minimum qualifications to
10 perform the work of a specific position within a classification.

11 **15.3. Seniority:** Bargaining unit seniority shall be defined as the total service with King
12 County in the bargaining unit. Seniority accrual will be interrupted for all time not in a pay status.
13 Seniority shall be accrued in whole day increments. Employees working a part-time schedule will
14 receive prorated seniority based on the full-time work schedule in the work unit. An employee who
15 leaves County employment for more than two (2) years will lose all accrued seniority. An employee
16 who has been laid off will be credited for prior service if recalled as provided under this Article. An
17 employee who has not completed his/her probationary period in a bargaining unit classification will
18 be included on the seniority list in the last bargaining unit classification in which s/he previously held
19 regular status, if any. In the event there are two (2) employees having the same seniority, the County
20 will consider ability and skill to be the determining factor on retention.

21 **15.4. Placement in a Vacancy:** The County will attempt to place an employee scheduled for
22 layoff in an available vacant bargaining unit position within his/her division and classification if s/he
23 is qualified. If there is more than one available vacant position in which the employee is qualified
24 for, the County will consider the employee's preference before making the placement. If the
25 employee can not be placed as described above, the County will attempt to place the employee in any
26 available vacant bargaining unit position for which the employee is qualified. The employee may
27 decline a placement into a different classification or division and elect to bump as described under
28 Section 15.5.

15.5. Bumping: An employee who is not placed, as provided under Section 15.4, may elect
to bump the employee with the least seniority as provided within this Section. Bumping shall not
result in a promotion. An employee will have five (5) work days from the time of written notification

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3 of layoff to notify the County of his/her intent to exercise his/her bumping rights. The employee's
4 written notice must include the classification(s) within his/her classification series, listed by
5 preference, in which s/he proposes to bump. An employee will forfeit his/her bumping rights if
6 his/her written notice is not submitted within five (5) days or the County has not accepted a late filing
7 of the notice. The County will, if it determines that there are warranting circumstances, accept a late
8 filed notice from an employee. When the department has determined that an employee identified for
9 layoff is not qualified for the positions held by less senior employees, the Career Support Services
10 program will perform a comprehensive skills assessment for the employee selected for layoff; the
11 department will furnish Career Support Services with a complete and up-to-date description of the
12 position that is potentially a bumping option; and the department will consult with Career Support
13 Services about whether the laid-off employee can be expected to achieve a satisfactory level of job
14 performance within the duration of a probationary period, in the bumping option position. The
15 parties will abide by the decision of Career Support Services and such decision shall not be grievable
16 by either party.

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18 **15.5.1.** If an employee's adjusted hire date in the bargaining unit is before January 1,
19 1986, as provided under Section 15.3, s/he may bump the least senior bargaining unit employee in the
20 same division and classification for which s/he is qualified. If the employee is unable to bump within
21 the division, s/he may bump the least senior bargaining unit employee in his/her classification for
22 which the employee is qualified. If the employee is unable to bump into his/her classification as
23 described above, s/he may bump the least senior bargaining unit employee in his/her same
24 classification series in the same division for which s/he is qualified. If the employee is unable to
25 bump within the division, s/he may bump the least senior bargaining unit employee in his/her
26 classification series for which s/he is qualified. An employee who cannot bump is considered
27 displaced and may only bump as provided under Section 15.5.3 or be laid-off.

28 **15.5.2.** If an employee's adjusted hire date in the bargaining unit is on or after
January 1, 1986, s/he may bump into the position held by the least senior employee in the same
division and classification for whose position the bumper is qualified. An employee who can not
bump is considered displaced and may only bump as provided under Section 15.5.3 or be laid off.

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4 **15.5.3.** An employee who is displaced, as provided under Sections 15.5.1 or 15.5.2
5 may select any one of the following alternatives or be laid-off.

6 **15.5.3.1.** Bump the least senior bargaining unit employee within the same
7 division into a lower paying classification in his/her same classification series for which s/he is
8 qualified.

9 **15.5.3.2.** Bump the least senior bargaining unit employee within the same
10 division into a lower paying classification s/he has previously regularly occupied for which s/he is
11 qualified.

12 **15.5.3.3.** Bump the least senior bargaining unit employee within the same
13 division into a lateral classification (one that has the same rate of pay) for which s/he is qualified and
14 has previously served a probationary period or had probation waived by the County or a classification
15 directly derived from the same pre-class/comp project classification at the same or lower rate of pay.

16 **15.5.3.4.** Bump a temporary or term-limited temporary employee in his/her
17 classification or classification series in the bargaining unit for which s/he is qualified. The employee
18 would then be considered a temporary or term-limited temporary employee and credited for prior
19 service for determining accrual and benefits eligibility, if any.

20 **15.5.3.5.** Bump a contract worker who is performing bargaining unit work in
21 his/her classification or classification series for which s/he is qualified and if approved by the County.
22 The employee would then be considered a temporary or term-limited temporary employee and
23 credited for prior service for determining accrual and benefits eligibility, if any.

24 **15.6. Recall:** An employee who is laid off will have recall rights to his/her previous
25 classification for two (2) years from the date of layoff. An employee retains his/her recall rights even
26 if s/he accepts another classification or temporary position with the County. Recall will be by
27 seniority where the most senior employee in the classification will be recalled first. An employee
28 who is laid off shall have one (1) opportunity to refuse a recall in his/her classification, except if the
employee is recalled to his/her previous position, in which case a first refusal will terminate the
employee's recall rights.

15.6.1. Temporary Work: The County will use bargaining unit employees who are

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on the recall list to perform temporary bargaining unit work in his/her classification before employing a temporary employee provided the employee is qualified to do the work. An employee on the recall list who is offered the work may decline the temporary work without jeopardizing his/her recall rights under this section.

15.6.2. Notice of Recall: An employee will have ten (10) calendar days from the date the notice of recall is sent by certified mail in which to notify the County of whether s/he will accept the position. The County will consider the employee's failure to notify the County within ten (10) calendar days as a refusal. The County will, if it determines that there are warranting circumstances, accept a late filed notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the County informed of his/her current address.

15.7. Reinstatement: An employee recalled within two (2) years from the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff, and vacation leave accrual rate restored.

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3 **ARTICLE 16: RECLASSIFICATION**
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5 **16.1.** It is understood by the parties that every incidental task connected with duties
6 enumerated in job descriptions is not always specifically described.

7 **16.2.** A reclassification of a position may be appropriate if the duties and responsibilities
8 assigned to the position have changed over a period of one (1) year to the extent that they no longer
9 represent the preponderance of duties and responsibilities enumerated in the class specification, or if
10 the position has been restructured because of reorganization or because the department has assumed
11 new duties and responsibilities. If a division manager or department director believes that a position
12 meets the above criteria and seeks to have the position reclassified, s/he may submit a written request
13 to the Division Director/designee of Human Resources, Department of Executive Services to review
14 the position and determine if the criteria has been met, if the position should be reclassified, and what
15 the appropriate classification should be.

16 **16.3.** An employee may also submit a request for reclassification of his/her position for the
17 reasons set forth under Section 16.2 to his/her division manager for consideration. If it is determined
18 that the position will not be reclassified, but the employee has been doing the preponderance of the
19 duties and responsibilities of a higher paid position, s/he may be eligible for compensation as
20 provided under Section 9.4. Any resultant reclassification shall be made effective on the first day of
21 the pay period following the date the request was signed by the division manager. Failure on the part
22 of King County to process a reclassification request within 180 days of submittal by an employee, or
23 to secure an extension from the Union, will automatically move the matter to Section 16.7 for
24 resolution.

25 **16.4.** An employee whose position is reclassified upward due to an accretion of duties and
26 responsibilities will be promoted to the higher classification (see Section 9.5).

27 **16.5.** An employee whose position is reclassified due to a reorganization or because the
28 department assumed new duties will be transferred, promoted, demoted, or laid off in accordance
with applicable provisions of this Agreement.

16.6. If the reclassification results in a demotion and if the employee remains in the
reclassified position, then the employee will be considered to have taken a voluntary demotion and

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the employee will be eligible for recall (see Section 15.6).

16.7. The County and the Union agree that disputes relating to the classification of a position will be submitted to the Division Director/designee of Human Resources, Department of Executive Services for reconsideration. If the Union disagrees with the Division Director's/designee's decision it may, within thirty (30) days, submit the issue to a neutral third party. The neutral party will be selected by the Division Director of HR/designee and the Union. The decision of the neutral shall be binding upon all parties. An employee may file a classification grievance either under this Agreement or under the King County Personnel Board guidelines, but not both. An employee that files a classification grievance under this Agreement cannot file the same grievance with the King County Personnel Board.

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3 **ARTICLE 17: TRANSFER/RE-EMPLOYMENT**
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5 **17.1.** Any regular employee who is promoted or laterally transfers to positions with the
6 bargaining unit and does not successfully complete the probationary period for that position, shall
7 have rights back to a vacant position in his/her former classification or class series, if qualified. If the
8 employee is not qualified, s/he will be placed on the recall list.

9 **17.1.1.** Prior to the initiation of any competitive process to fill a vacant bargaining
10 unit position, regular employees of the bargaining unit holding the same classification as that of the
11 vacant position shall be given the opportunity to make a lateral transfer to the vacant position. Such
12 lateral transfers shall be accomplished pursuant to the following procedure:

13 **17.1.1.1.** Notification of the vacancy shall be provided to all regular
14 bargaining unit employees whose classification is the same as that of the vacant position and thus
15 eligible for lateral transfer considerations. Additional eligibility will be granted to bargaining unit
16 employees who are at the same pay rate, same classification, or higher pay rate of a classification
17 previously held pre-classification/compensation implementation. Notification to bargaining unit
18 employees will be via the King County Jobs website and posted on the designated 17A bulletin
19 board.

20 **17.1.1.2.** Eligible regular employees expressing interest in a lateral transfer
21 shall be interviewed by the manager/designee.

22 **17.1.1.3.** Interested eligible regular employees who are not selected though the
23 lateral transfer process may notify the hiring authority/designee in writing that they wish to be
24 included in the competitive examination process for that position. The notification by the employee
25 must be made within three (3) working days after notification of not being selected as a lateral
26 transfer to the individual designated by the hiring department and shall not be bound by any
27 otherwise applicable application deadline.

28 **17.1.1.4.** If none of the interested eligible regular employees are selected for
lateral transfer, the position will be filled through the County's hiring processes.

17.2. Nothing in this Agreement restricts the manager/designee from transferring an
employee to another work unit in the department to meet business needs.

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3 **ARTICLE 18: DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**
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5 **18.1.** The Union and the County recognize the importance of settling issues at the lowest
6 possible level of supervision whenever possible, prior to resorting to the formal grievance process
7 and is in the interest of continued good employee relations and morale.

8 **18.1.1.** Grievances are to be heard on County time and no employee shall receive
9 compensation beyond normal working hours while attending grievance meetings.

10 **18.1.2.** Employees will be unimpeded and free from restraint, interference, coercion,
11 discrimination or reprisal in seeking adjudication of their grievance.

12 **18.2.** A grievance is an issue raised by an employee regarding the interpretation and
13 application of the terms and provisions of this agreement.

14 **18.3.** A grievance must be presented within ten (10) working days after the occurrence of the
15 event giving rise to such grievance. Employees have the right to Union representation at all levels of
16 the grievance procedure. Grievances filed by the Union on general or group issues shall be filed at a
17 level appropriate to expeditious adjudication. However, copies of the written grievance must be
18 made available to lower levels of supervision.

19 **18.4. Procedure:**

20 **Step 1** - A grievance shall be presented by either the aggrieved employee or the Union
21 to the employee's immediate supervisor and must; a) fully describe the grievance and how the
22 employee was adversely affected, b) set forth the section(s) of the Agreement allegedly violated and,
23 c) specify the remedy or solution being sought by the employee(s) filing the grievance. The
24 immediate supervisor shall attempt to resolve the matter, responding to the employee in writing
25 within ten (10) working days of the receipt of the grievance. If the grievant does not pursue the
26 matter to the next level within ten (10) working days, it shall be presumed resolved.

27 **Step 2** - Should no resolution be reached at Step 1, the written grievance shall then be
28 presented to the manager/designee for investigation, discussion and written reply. The
director/designee shall make his/her written decision available to the aggrieved employee within ten
(10) working days after receipt of the grievance. If the grievant does not pursue the matter to the next
higher level within ten (10) working days, it shall be presumed resolved.

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4 **Step 3** - If the decision of the manager/designee has not resolved the grievance, the
5 grievance along with supporting documentation may be presented to the Labor Negotiator/designee,
6 who, within ten (10) working days of receipt of the grievance, will schedule a meeting involving a
7 Union representative, a County department representative and the employee. The Labor
8 Negotiator/designee will chair the meeting. The purpose of the meeting will be to discuss the facts
9 and circumstances surrounding the grievance.

10 The employee and the department may each invite such other persons to the meeting as may
11 be necessary to fully understand the grievance.

12 After the meeting, the Union representative, the department representative and the Labor
13 Negotiator/designee will write a decision as to the validity of the grievance and appropriateness of the
14 remedy sought. The majority decision shall be the proposed resolution of the grievance. The
15 decision shall be forwarded to the employee within ten (10) working days of the meeting date.

16 **Step 4** - If the decision of the Labor Negotiator/designee does not resolve the
17 grievance, either party may request arbitration within thirty (30) calendar days of receipt of the Step 3
18 decision. The Union and the County shall then select a third disinterested party to serve as an
19 arbitrator. In the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall
20 be selected from a list of five (5) supplied by FMCS or PERC. The arbitrator shall render a decision
21 within thirty (30) calendar days of the hearing date. The decision of the arbitrator shall be final and
22 binding upon both parties.

23 **18.5.** The arbitrator shall have no power to change, alter, detract from, or add to the
24 provisions of this Agreement, but shall have the power only to apply and interpret the provisions of
25 this Agreement in reaching a decision on the grievance.

26 **18.6.** No matter may be arbitrated which the County, by law, has no authority over or has no
27 authority to change.

28 **18.7.** There shall be no strikes, cessation of work or lockout during such conferences or
arbitration.

18.8. Each party to an arbitration proceeding shall bear the full costs of its representatives
and witnesses regardless of the outcome. The arbitrator's fees and expenses and any court reporter's

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3 fee and expenses agreed to by the Union and the County shall be borne equally by both parties.

4 **18.9.** Time limits set forth in this Article may be extended by mutual agreement.

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6 **18.10.** Selection of this grievance procedure for the resolution of a dispute shall preclude the
7 use of any other procedure in resolving the matter at issue.

8 **18.11.** The provisions of this Article will not apply to probationary, temporary, provisional
9 and term-limited temporary employees if they are discharged.

10 **18.12. Mediation:**

11 **18.12.1. Unfair Labor Practice:** The County and the Union agree that thirty (30)
12 calendar days prior to filing a ULP complaint with PERC, the complaining party will notify the other
13 party, in writing, meet, and make a good faith attempt to resolve the concerns unless the deadline for
14 filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining
15 order as relief for the alleged Unfair Labor Practice.

16 **18.12.2. Grievance:** After a grievance is initially filed, the following Alternative
17 Dispute Resolution (ADR) process may be followed, with mutual consent.

18 **18.12.2.1.** A meeting will be arranged by the County and Union
19 Representatives.

20 **18.12.2.2. (a)** The meeting will include a mediator(s) and the affected parties.
21 **(b)** The parties may mutually agree to other participants such as
22 subject matter experts.

23 **18.12.2.3.** The parties will meet at mutually agreeable times to attempt to
24 resolve the matter.

25 **18.12.2.4.** If the matter is resolved, the grievance will be withdrawn.

26 **18.12.2.5.** If the matter is not resolved, the grievance may continue through
27 the grievance process.

28 **18.12.2.6.** Either party can initiate the next step in the grievance process at the
appropriate times, irrespective of this process.

18.12.2.7. Offers to settle and aspects of settlement discussions will not be
used as evidence or referred to if the grievance is not resolved by this process.

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This section does not supersede or preclude any use of grievance mediation later in the grievance process.

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ARTICLE 19: DURATION

19.1. This Agreement shall become effective upon full and final ratification and approval by all formal requisite means by the King County Council and will cover May 1, 2006 through April 30, 2009.

19.2. Contract negotiations for the succeeding contract may be initiated by either party providing to the other written notice of its intention to do so, at least thirty (30) days prior to November 1, 2008.

APPROVED this _____ day of _____, 2007

By: _____

King County Executive

Joseph L. McGee, Executive Director
International Federation of Professional
and Technical Engineers, Local 17, AFL-CIO

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APPENDIX B

Standards for the Assignment of Take-Home Privileges for County Vehicles

Section 1. Take-home privileges for a County vehicle may be approved for an individual provided that:

A. The individual must have a work assignment as determined by the Director or the Director’s Designee that requires beginning the workday or ending the workday in the field; the determination by the Director/Designee must be supported by safety, productivity and/or economic efficiency reasons; and

B. The individual must work in the field 50% of all working hours. Working hours do not include vacation, sick leave, holidays or other forms of approved leave; and

C. An individual must have hours that are at a minimum 50% chargeable. “Chargeable” hours are those hours that are either billable to a third party or funded by a source such as a Current Expense (CX) or Capital Improvement Projects (CIP).

Section 2. Take-home privileges for a County vehicle may be approved for an individual provided that the individual is responsible for emergency response provided the individual maintains a minimum of 12 call-outs per calendar quarter.

Section 3. No individual may commute with a County vehicle outside the borders of King County.

Section 4. Exceptions to the above Section may be authorized in writing by the Department Director or Designee for an individual night.

Section 5. Employees with take-home privileges will keep a record each day of the time, location and mileage at their last stop.

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3 **APPENDIX C**
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5 **Runzheimer Plan for DDES IFPTE Local #17A Employees**
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7 **1.0. Employee Provided Vehicles** - With the mutual consent of the employer and the
8 employee, employees may convert to the use of personally owned vehicles in the performance of
9 their duties. Employees proposing to make such a conversion may make a request to both the
10 employee's Division Manager and the Administrative Services Division Manager in writing. The
11 Division Managers will make a decision on the employee proposal and provide a written response.
12 Reversion to the use of County owned vehicles may be made only upon approval of the Division
13 Managers and only during the period specified under this agreement or by the Division Managers.
14 Employees with assigned vehicles on the date of the signing of this agreement may remain with such
15 assignments subject to the terms and conditions of Departmental policies and the collective
16 bargaining agreement as revised.
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18 **1.0.1.** An employee who has converted to the Runzheimer plan may revert to a take
19 home assigned vehicle provided the individual qualifies for a take home assigned vehicle.
20 Individuals proposing to revert to a twenty-four (24) hour assigned vehicle must provide a written
21 notice during the month of May of each year. The employer will provide a written response to the
22 employee indicating the month in which an assigned vehicle will be provided. In no case shall an
23 assigned vehicle be provided later than the following February 28th.

24 **1.1. Parking** - Employees who use their personal automobile in the performance of their
25 duties shall be provided free parking during assigned working hours at the Employer's facilities.
26 However, parking shall not be provided to any employee who has been provided with reasonable
27 advance notice that such employee shall not be required to use his automobile in the performance of
28 duties on a particular work day. Free parking will not be provided at any Employer facilities
specified by the Department Director.

1.1.1. The parking provided shall be on a space available and weather and surface
conditions permitting basis in the Employer designated parking facilities.

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4 **1.1.2.** The Employer shall also pay all reasonable and Employer approved fees up to a
5 maximum of five dollars (\$5.00) per day for parking expenses incurred by employees using their
6 personal automobiles in the performance of their duties in areas distant from Department facilities.
7 The Employer may require that all parking within one mile of the King County Courthouse be within
8 King County owned facilities.

9 **1.1.3.** If the Employer is unable to provide free parking at its facilities, employees
10 shall be paid the average daily rate prevalent in the commercial parking lots surrounding the area of
11 assignment on the day of the assignment.

12 **1.2. Mileage Allowance** - Employees who have been assigned by the Department to use their
13 personal vehicles in the performance of their duties shall be paid an automobile expense allowance by
14 the Employer on the basis of those amounts determined by Runzheimer International. The amounts
15 determined by Runzheimer International predicated on the basis of a five (5) day workweek schedule:

16 **a.** A minimum fixed amount shall be paid for each month an employee is enrolled on
17 the Runzheimer plan.

18 **b.** An additional variable amount shall be paid per each mile driven by the employee
19 in the performance of work duties.

20 **1.2.1.** Employees who are enrolled in the Runzheimer plan in accordance with this
21 agreement may be removed from participation in accordance with standards established by this
22 agreement with fourteen (14) calendar days notice. All such notices shall be written.

23 **1.2.2.** Employees may be removed from participation in the Runzheimer plan for
24 DDES IFPTE Local 17 employees by the employer. Such reasons may include failure to supply
25 Runzheimer plan-related information such as insurance certificates; failure to purchase the level of
26 insurance indicated in the Runzheimer plan; failure to supply a vehicle for work-related purposes
27 after Runzheimer plan enrollment.

28 **1.2.3.** The minimum monthly fixed amount for a compact vehicle shall be adjusted
January 1st of each year as advised by Runzheimer International, Inc.

1.2.4. The additional variable amount per mile shall be adjusted quarterly (January
1st, April 1st, July 1st and October 1st) as advised by Runzheimer International, Inc.

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4 **1.2.5.** The depreciation allowance per one thousand (1,000) miles exceeding the
5 average number of miles per year shall be adjusted annually as advised by Runzheimer International,
6 Inc.

7 **1.2.6.** The expense associated with the subscription to the Runzheimer service shall
8 be borne by the Employer.

9 **1.2.7.** The standard vehicles used by Runzheimer International, Inc. to establish costs
10 for compensation shall be the make and model of the successful low bid compact car established in
11 King County's or the State of Washington's annual fleet replacement bids. Runzheimer
12 International, Inc. shall be instructed to use the "standard plan" assumptions in all non-specified
13 factors; however, costs of insurance shall be excluded. Employees on Runzheimer must maintain
14 basic liability coverage for their vehicle used for work and provide proof of insurance but will no
15 longer be required to carry Business Use Insurance. The amount of work related mileage recognized
16 shall be the average number of miles driven in the service of the Employer by all full-time (40 hours
17 per week) employees covered under terms of this agreement who were assigned to use their vehicle
18 twelve (12) months during the immediately previous calendar year. The retention cycle specified
19 shall be four (4) years/sixty thousand (60,000) miles. The percent of fixed cost shall be seventy-one
20 and four tenths percent (71.4%) for a five-day-per-week schedule, fifty-seven and one-tenth percent
21 (57.1%) for a four-day-per-week schedule, and sixty-four and three-tenths percent (64.3%) for a nine-
22 days-each-two-weeks schedule.

23 **1.2.8.** New or newly enrolled on the plan employees shall receive a prorated portion
24 of the minimum fixed amount which equals the percentage of work days remaining in the month the
25 employee(s) are initially enrolled in the Runzheimer plan.

26 **1.2.9.** If the Employer agrees to changes in the workweek schedule to other than five
27 days per week for individual employees, the fixed cost monthly allotment shall be converted to the
28 average percentage of the week an employee reports to work.

1.2.10. In any calendar month the employee uses his or her automobile in the
performance of his or her job related duties on fifty percent (50%) of the employee's normally
scheduled days off, the percentage of the recognized fixed monthly cost to be paid to each such

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3 individual shall be adjusted to reflect the increase.

4 **1.2.11.** An employee whose employment has been terminated for any reason whether
5 voluntary or involuntary shall receive a prorated portion of the minimum fixed amount which equals
6 the percentage of work days said employee was employed in the last month of employment. No
7 further payments shall be made which relate to days or months occurring after the employee's last
8 day of physical presence at work.

9 **1.2.12.** Assignment of pool vehicles and/or use of personal vehicles on County
10 business shall be at the sole discretion of management. Except individuals unless enrolled in the
11 Runzheimer plan may not be required to use their personally owned vehicle in the performance of
12 their duties. Employees ineligible for take home assigned vehicles shall not be eligible for the
13 Runzheimer plan.

14 **1.3. Inoperative Vehicles** - In any calendar month an employee enrolled in the Runzheimer
15 plan does not supply a vehicle for his/her use in the performance of job-related duties, the minimum
16 fixed amount shall be lowered by a percentage equal to the percentage of work days within the
17 subject month wherein the vehicle was not made available.

18 **1.3.1.** The Employer shall reimburse to the employee expenses associated with towing
19 when such towing is the result of road conditions. The Employer shall not reimburse towing
20 expenses when such towing is the result of negligent or incompetent operation of the employee's
21 vehicle, or mechanical failure of the employee's vehicle.

22 **1.3.2.** Employee claiming towing expenses shall submit a receipt for the towing
23 expense. The receipt must clearly display the date of subject tow. The employee must also supply a
24 brief written description of the circumstances which led to the need for towing. The decision to
25 reimburse an employee for towing expenses shall be at the sole discretion of management.

26 **1.4.** Monthly reimbursement under the Runzheimer plan shall be made monthly in
27 conformance with Internal Revenue Service (IRS) regulations. That amount which is equal to the
28 IRS business expense per mile amount, will not be exposed to taxation. That amount which exceeds
the business expenses per mile amount will be exposed to taxation. The provisions of this Section

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(1.4) shall change to be consistent with IRS regulations, should there be amendment to the applicable IRS regulations during the term of the Agreement.

1.5. Employees will not be compensated for expenses associated with commuting to work.

Beginning of day travel expenses will be computed as follows: When the employee begins the day in the field, the employee travel expense compensation will begin at that point where the mileage exceeds the normal commute mileage from the employee's residence to the employee's office of assignment. End of the day travel expenses will be computed as follows: The employer will compensate the employee for mileage expenses to the employee's residence or to the employee's office of assignment, whichever is less.

1.6. The Employer may require the employee to make available for inspection any documents related to the compensation received under the Runzheimer plan, including insurance statements and current driver's license.

1.7. The Employer shall be allowed periodic access to the employee's vehicle for the purpose of verifying reported odometer readings. The employer shall provide the employee with the twenty-four (24) hours notice of such odometer inspections. The employee shall cooperate with the employer following such notice by making the vehicle available and the odometer readable by an employer representative.

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3 **APPENDIX D**
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6 1. All employees who have been authorized to use their own transportation on County
7 business shall be reimbursed at the rate set by the Council by ordinance.

8 2. Employees whose assigned duties require the use of County vehicles during most of the
9 year may have their vehicles assigned throughout the year on a twenty-four (24) hour basis; provided,
10 that if a County employee's assignment for a period of forty-five (45) days or more does not require
11 the use of a County vehicle on a twenty-four (24) hour basis the County may require said employee
12 to turn in the vehicle to the County at the beginning of said period.

13 3. Department directors/designees shall determine on an annual basis those employees whose
14 duties will require an assigned vehicle during most of the year.

15 3.1. The ability to improve the efficiency of County service shall be the determining
16 factor for vehicle assignment.

17 3.2. All Employees assigned a vehicle on a twenty-four (24) basis annually shall also
18 be permitted to park such vehicles at their residence overnight provided the vehicles will not be
19 parked overnight at a residence outside the County except as may be authorized in writing.

20 4. No employee within the bargaining unit shall be required, as a condition of employment, to
21 provide a personal automobile for use in County business.

22 5. Assignment of County vehicles shall be at the discretion of management with the needs of
23 the service and availability of vehicles being the determining factor.

24 6. The employee shall be notified of any change in vehicle assignment fourteen (14) days
25 prior to the implementation.
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