24

25

26

27

28



Fully Recommended Settlement Offer

By and Between

TEAMSTERS LOCAL UNION NO. 117

And

KING COUNTY – CLA APPENDIX 461 JOINT UNITS AGREEMENT

September 18, 2025

Modify the current language as follows:

- > Change dates to reflect newly bargained term throughout the Contract.
- Anywhere he/him/his/her/she are referred amend to they/them.
- Anywhere there are numbers or dollar amounts add the words and vice versa. Example: eighty percent (80%)
- ➤ Correct punctuation and grammar throughout as appropriate.
- > Renumber to account for additions/deletions.

AGREEMENT

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

ARTICLE 1: PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT

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

transferred, or promoted into a position included in the bargaining unit to sign a form which will

inform them of the Union's exclusive recognition. One (1) copy of the form will be retained by

the County, one (1) copy will be given to the employee and the original will be sent to the Union. The County will notify the Union when an employee leaves the bargaining unit.

2.4 Union Access - Authorized representatives of the Union shall be afforded access to the worksite pursuant to RCW 41.56. The County shall make all reasonable efforts to afford access and the Union shall make all reasonable efforts not to disrupt the normal course of work during site visits.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 General The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Appendix.
- 3.2 Rights Enumerated Unless modified by this Appendix or the CLA, the County shall have the right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train, layoff, and discipline and discharge regular employees for just cause; direct and assign the work; assign employees to work locations within the division; develop and modify classification specifications; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes by which work is performed; establish rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work units.

ARTICLE 4: CLASSIFICATIONS AND COMPENSATION

- **4.1** <u>Wage Rates</u> The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendices "A" through "G" which are attached hereto and made a part of this Agreement.
- **4.2** <u>Step Advancement</u> A regular employee may be hired at Step 1 of the wage range provided under the appendix covering the classification or above Step 1 as provided under the County's Personnel Guidelines. Upon successful completion of the probationary period, as defined by Article 12.2, for the initial hire into the classification, the employee will move from

the initial step hired to the next wage Step in the wage range, if hired at Step 1. If the employee is hired above Step 1, moving to the next Step is at the hiring authority's discretion within the first year after hire. Step increases thereafter will be annually, on the date of the first Step movement after the initial hire into the classification until the top step is reached on January 1 following the successful completion of probation, provided the employee had successfully completed probation on or before September 30th. An employee working less than full-time will receive step increases prorated based on the full-time work schedule of the work unit.

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

- **4.3** Step on Promotion A regular employee who is promoted from one classification to a higher paying classification will be placed into the pay step providing no less than a five percent (5%) increase in the employee's base hourly rate of pay, consistent with the rules established by KCC 3.15.130, not to exceed the top pay step of the higher paying classification.
- 4.4 <u>Temporary Employee Benefits</u> Temporary employees are not eligible for insured benefits (e.g., medical, dental, vision, life) or leave benefits, except as provided by law. However, a temporary employee may be eligible to receive other compensation provided under King County Code, as amended, in the event the employee exceeds the rolling year working hours threshold.
- **4.5** <u>Temporary/Regular Positions</u> Temporary employees will not be used to supplant regular positions.

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

- **4.7 Intermittent Full-Time Employees -** Intermittent full-time employees (IFTE) are defined as regular benefited employees in positions performing bodies of work that are expected to last for more than six (6) months but less than twelve (12) months and where those bodies of work are expected to be repeated in consecutive years. The number of IFTEs may vary from year to year based upon funding and operational needs.
- **4.7.1** The length of employment each year is not guaranteed. At the conclusion of the employment period each year, career service IFTEs are laid off by position.
- **4.7.2** IFTE employees who are laid off are eligible for recall in inverse order into an IFTE of the same classification for one (1) year from the date of layoff.
- **4.7.3** Recalled IFTEs will not be required to serve a six (6) month probationary period after their initial probationary period is served. Should an employee not complete the employee's probationary period within the first year, the probationary period will continue if recalled the immediate following year until such time as the six (6) months has been served.
- **4.7.4** Recalled IFTEs will resume the seniority which they had as of the date they were laid off, based on previous hours of work in the position.
- **4.7.5** Recalled IFTEs will have all previous time in the classification as an IFTE apply towards the pay Step advancement, in accordance with the appropriate Appendix of this Agreement.
- **4.7.6** Recalled IFTEs will have sick leave balances that they have accrued at the time of layoff restored upon reemployment. Recalled IFTEs will have all previous time spent in

the classification as a IFTE apply towards vacation accrual rates regardless of whether they have completed probation.

- **4.7.7** IFTEs do not have a unilateral right to vacant, regular, full-time positions; this includes the Career Support Service process.
- **4.7.8** IFTEs do not have the right to bump regular, full-time employees even if they have less seniority.
- **4.7.9** Regular, full-time employees can be recalled to an IFTE position provided they have more seniority than the IFTE.
- **4.8 Ferry Tickets -** Ferry tickets shall be provided for temporary assignments on Vashon Island when the employee is required to report directly to Vashon Island for the entire duration of the temporary assignment.

ARTICLE 5: HOURS OF WORK

- **5.1** Standard Five-Eight (5-8) Work Schedule The standard work schedule will consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek, Monday through Friday inclusive.
- **5.1.1** Four-Ten (4-10) Work Schedule There may be established a work schedule comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10) work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or a Sunday.
- **5.1.2** In the Roads Services Division, the 4-10 summer schedule shall generally be implemented beginning with the workweek that includes Memorial Day and concludes with the workweek that includes Labor Day. Any deviation from this schedule shall be accompanied with a fourteen (14) day notice from the County or by mutual agreement between the County and the Union.
- **5.1.3** Additional Work Schedules By mutual agreement, additional work schedules may be established for each Appendix.

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

- **5.2.1** Second Shift Premium An employee assigned to work on a shift beginning between the hours of 12:00 p.m. and 8:59 p.m. will be paid a shift premium of ten (10) percent of the employee's base hourly rate of pay. An employee who is regularly assigned to the second shift will have all compensable time paid at the higher rate of pay.
- **5.2.2** Third Shift Premium An employee assigned to work on a shift beginning between the hours of 9:00 p.m. and 4:59 a.m. will be paid a shift premium of fifteen (15) percent of the employee's base hourly rate of pay. An employee who is regularly assigned to the third shift will have all compensable time paid at the higher rate of pay.
- **5.2.3** Overtime The additional hourly compensation (shift premium) paid to employees assigned to second or third shift will not be paid for overtime hours worked by employees who are assigned to first shift.
- 5.3 <u>Bid Postings</u> Except in situations where the shift or schedule was established pursuant to the Alternative Work Arrangement Policy, all newly established or changed regular work schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted on work site bulletin boards. Employees within the specific classification in the affected work unit will have the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent adequate interest, the County may assign employees within the classification in the affected work unit to the remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to work schedules or shifts will normally require a fourteen (14) calendar days notice to affected employees. Work units are defined in each Appendix.
- **5.3.1** Altering of Work Schedule No employee will have their work schedule altered for the purpose of avoiding the payment of overtime except when an employee bids for such change as provided in Section 5.3. No employee will be required to work on their scheduled day off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for working on Saturday and/or Sunday if the day(s) are part of their regular work

schedule.

- 5.4 <u>Temporary Work Schedule and/or Shift Change</u> The manager/designee may temporarily change an employee's work schedule and/or shift for planned projects, for training and for covering a shift due to an absence or vacancy in accordance with Article 3. Such change will normally require at least fourteen (14) calendar days notice to the employee, except when the County has less than fourteen (14) calendar days notice and the change is made for training or to cover an absence or vacancy.
- 5.5 <u>Meal and Rest Periods</u> Pursuant to RCW 49.12.187, the County and the Union agree to specifically supersede in total the Washington State provisions regarding meal and rest periods. While the County will try to provide meal and rest periods during a shift, meal and rest periods may occur at different times due to work requirements, and may be missed due to work emergencies. The employee will be paid for a missed meal or rest period unless otherwise specified in the bargaining unit's attached Addendum.

ARTICLE 6: CONTRACTUAL OVERTIME AND PREMIUMS

- **6.1** <u>Contractual Daily Overtime</u> Contractual daily overtime shall be paid to employees who work or are compensated for more than their regularly scheduled workday, inclusive of alternative work schedules, at the contractual overtime rate in effect at the time the overtime work is performed.
- **6.1.1** <u>Contractual Weekly Overtime</u> Contractual weekly overtime shall be paid to employees for all hours worked or compensated for in excess of forty (40) hours per FLSA workweek at the contractual overtime rate in effect at the time the overtime work is performed.
- 6.1.2 Contractual Overtime Rate The contractual overtime rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum wage tables, plus any applicable pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the contractual overtime rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the

higher rate of pay pursuant to the FLSA.

- 6.2 <u>Scheduled overtime work</u> Scheduled overtime work normally will be offered to full-time regular, then part-time regular employees prior to all other employees except in those instances where regular employees are not readily available, or when it is an extension of the workday for an employee or work crew, or as provided in an Addendumppendix to this Agreement. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the work unit in which the overtime will be worked.
- 6.3 <u>Eight (8) Hour Break</u> An employee who is called in to work prior to their next regularly scheduled shift and who works no less than twelve (12) hours without at least eight (8) hours break before the start of their next regularly scheduled shift will, upon request, be relieved from <u>working</u> their next regularly scheduled shift. The employee can be directed by the County, for safety reasons, to not work their next regularly scheduled shift. In either of the above instances, the employee will receive overtime pay for all such overtime hours worked, but may receive no pay for the regularly scheduled shift from which the employee was relieved.
- 6.4 Compensatory Time Off Compensatory time off will be by written mutual agreement between the employee and the manager/designee. The request to earn compensatory time off must be initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime in accordance with Section 6.1. Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the department director may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Employees will be paid in the pay period that includes December 31 for all accrued compensatory time not carried over into the following year. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

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

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

6.7 Tailgate Sanders and Support Vehicle Operations

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

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

6.7.3 Utility Worker II's loaned in from other divisions who are assigned to work on tailgate sanders and support vehicles will be put in Working Out Of Class assignments as Roads Maintenance Worker I's while operating tailgate sanders and support vehicles.

Employees will report directly to an assigned Roads Services reporting facility to operate a tailgate sander or vehicle support.

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

11

premium.

12

13 14

15

16 17

18 19

20

21 22

23 24

25

26 27

28

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

6.8 Training Assignment- When an employee has accepted an assignment from management to train another employee(s) for one full day or more, such employee will be paid 7.55% (seven and a halffive percent) above their hourly base pay for that day or days, under the following conditions:

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

6.8.2 Those employees whose primary job duty is training, are not eligible for this

ARTICLE 7: HOLIDAYS

See also CLA Article 10 and the following:

- 7.1 Holiday Premium Pay Work performed by a comprehensive leave-eligible employee on a holiday shall be paid at one and one-half (1-1/2) times the employee's hourly base rate of pay and any applicable pay premiums in effect at the time, in addition to the holiday pay.
- 7.2 Holidays for 4-10 Employees An employee on a 4-10 work schedule shall be compensated as provided in may elect to use two (2) hours of their accrued vacation leave or compensatory time applied in order to be compensated ten (10) hours for each holiday identified within Article 10 of the CLA, or may elect to take the two (2) hours as unpaid leave. As an alternative option, and by mutual agreement between management and the employees, employees working a 4-10 work schedule may have their schedule changed to a 5-8 work schedule during weeks which have a holiday.

ARTICLE 8: VACATION USAGE

See also CLA Article 9 and 32 and the following:

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

ARTICLE 9: SICK LEAVE

See also CLA Article 11 and 31 and the following:

- **9.1** <u>Partial Day Increments</u> Sick leave may be used in the same increments in which employees are paid.
- **9.2** <u>Unlimited Accrual</u> There will be no limit to the hours of sick leave benefits accrued by a leave eligible employee.
- 9.3 <u>Pay upon Separation</u> As provided by the CLA Article 25, except as modified by a VEBA agreement.

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

- **9.4** <u>Unpaid Leave</u> See also CLA Articles 3, 11, 31, and the following:
- **9.4.1** Failure to Return to Work Failure to return to work by the expiration date of the leave of absence may be cause for removal and result in termination of the employee from County service.
- 9.5 <u>Definition of Child</u> 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 incapable of self care because of mental or physical disability.
- 9.6 <u>Term-Limited Temporary Employees</u> A term-limited temporary employee who, contiguous with the employee's term-limited temporary employment becomes a regular employee shall have the employee's accrued sick leave accruals carried over with the regular appointment.

ARTICLE 10: JURY DUTY

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

ARTICLE 11: PREMIUMS WHILE OFF DUTY

See also CLA Article 25 and the following:

ARTICLE 12: SENIORITY - LAYOFF AND RECALL

11.1 Premiums While Off Work Due to On-the-Job Injury or Illness - The County

shall continue to provide medical insurance coverage pursuant to the JLMIC cost share

provisions for active employees and their dependents for those months they are unable to work

due to an on-the-job injury or on-the-job illness and are receiving no sick leave or vacation

benefits. The total number of months of medical insurance coverage provided for under this

Section shall not exceed twelve (12) months or the number of months for which the employee

continues to receive paid sick leave and/or paid vacation leave benefits, whichever is the greater.

12.1 Seniority Rights - Regular employees will be afforded the right to utilize their

seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

12.2 Probation - An employee will be recognized as having attained seniority and

regular employee status when such employee has successfully completed a probation period

equivalent of six (6) months worked in a career service position based on a full-time work

schedule in a classification covered by this Agreement. Probation is also served when an

employee is recalled from layoff, transfers or is rehired, demoted or promoted. The probation

period may be extended by the manager/designee not to exceed a total of twelve (12) months

completion of the probation period, the employee will be assigned a classification seniority date

which will be the date when the employee first commenced their probation for that classification.

An employee working less than a full-time work schedule will have their probation prorated and

calculated based on the a full-time equivalent work schedule for the work unit. [Example: the full

rehired within one (1) year will have their classification seniority restored upon successful

12.2.1 An employee who is recalled from layoff within two (2) years, or is

worked. The County will notify the Union of a probation extension. Upon successful

time equivalent probationary period for a 0.5 FTE is twelve (12) months.

3

4

5

6

7

8

9

10

11

12

13 14

15

16

17

18

19

20

21

22 23

24

25

26

27

28

completion of probation.

Teamsters Local 117 Fully Recommended Settlement Offer with King County (CLA Appendix 461) Joint Units Agreement Page 12

Teamsters Local 117
Fully Recommended Settlement Offer with
King County (CLA Appendix 461) Joint Units Agreement

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

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

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

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

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

A regular employee who is promoted or transferred to another County position and does not complete the probationary period may elect to return to the former position within six (6) months if the former position is vacant and available. If the position is not available, and as a result the employee separates from County service, the employee will be entitled to recall rights to the former classification in accordance with Section 12.9 as if the employee had been laid off

Page 13

on the date of separation. This provision does not apply to Special Duty Assignments where the employee shall retain their seniority (and continues to accrue seniority) during the Special Duty Assignment.

12.5 Seniority will be defined as follows:

- "Classification Seniority" will be defined as regular employee's total length of service within a specific classification covered by this Agreement. Regular employees in the Parks Division who were in a position covered by this Agreement prior to January 1, 1992 will not be credited with any classification seniority accrued prior to January 1, 1992 for purposes of layoff under this Article.
- "Division Seniority" will be defined as a regular employee's total length of service within a division of a department covered by this Agreement.
- "Departmental Seniority" will be defined as a regular employee's total length of service within a department.
- "Bargaining Unit Seniority" for purposes of this Agreement, will be defined
 as a regular employee's total length of service within a classification(s) covered by this
 Agreement.
- "County Seniority" will be defined as a regular employee's total length of service with the County in a career service position.
- **12.6** <u>Forfeiture of Seniority</u> Seniority rights will be forfeited for any of the following causes:
 - Discharge for just cause.
 - Promotion or transfer outside of the bargaining unit for one (1) or more years.
 - Layoff for more than two (2) years.
- Resignation; provided, however, in the event a regular employee who has completed their probation period is rehired to a classification covered under this Agreement within twelve (12) months from the date of the employee's termination or resignation, the employee will then be credited with all their seniority credits previously existing on the

employee's last day worked.

28 ||

12.7 <u>Reduction in Work Force Procedure</u> - In the event of a reduction-in-force, the County will layoff the regular employee in the classification affected who has the least classification seniority within their division. Prior to any layoff, all term-limited temporary, provisional, temporary and probationary employees in the classification within the affected

have the same classification seniority, the more senior employee will be the one who has the

division of the department will be separated first. Where two (2) or more regular employees

most seniority by applying the following seniority tie breakers in this order: 1) division, 2)

department, 3) bargaining unit, 4) County, 5) total number of compensated hours, 6) a random

method by mutual agreement.

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

in-force will be permitted to use their classification seniority to displace or "bump out" the least senior regular employee occupying the same classification within their division. The employee will also be permitted to use the employee's bargaining unit seniority to displace or "bump out" the least senior regular employee occupying a classification within which the bumping regular employee had previously attained seniority status. Regular employees in the Parks Division who were in a classification covered by this Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for purposes of being able to exercise their bumping rights as provided under this Article.

12.8.1 <u>Displaced Employees</u> - A regular employee who becomes displaced due to another regular employee's exercise of Section 12.8 will also be afforded the right to displace or "bump out" the least senior regular employee in their classification in a similar manner.

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

28 Teamsters Local 117

Fully Recommended Settlement Offer with King County (CLA Appendix 461) Joint Units Agreement Page 16

or the employee requests to be removed from the recall list.

ARTICLE 13: MISCELLANEOUS

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

- 13.2 <u>Road and River Improvement Employees</u> All County Road and River Improvement employees will be <u>allowed paypaid</u> from <u>the</u> time of reporting to a designated headquarters <u>and will endto</u> when the employee returns from the field to such headquarters.
- 13.3 <u>Rain Gear</u> The County will provide rain gear for all employees working in inclement weather as needed.
- 13.4 <u>King County Labor-Management Committee(s)</u> The County and the Union recognizes the importance of a collective bargaining and employee relations climate in the County that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the County and the Union agrees to establish labor-management committee(s) where mutually agreed.
- 13.5 <u>Biweekly Payroll</u> The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards

 Act workweeks. The parties agree that applicable provisions of the Agreement may be reopened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.
- 13.56 Shop Stewards Shop stewards may conduct representational responsibilities including attending grievance, Weingarten and Loudermill meetings during the employee's regular scheduled shift, without a loss of regular compensation, if excused from work by the employee's manager/designee.

Teamsters Local 117
Fully Recommended Settlement Offer with
King County (CLA Appendix 461) Joint Units Agreement
Page 17

safety laws and regulations. In the event an employee discovers or identifies an unsafe condition the employee will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

13.78 <u>Filling of Vacant Positions</u> – See also CLA Article 18 and the following:

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

13.89 <u>Use of Term-Limited Temporary Employees</u> – See also CLA Article 17 and the following:

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

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

13.1011 Automated Vehicle Location System Use Policy - The "Automatic Vehicle Location System Use Policy", as amended, shall apply to all employees with the following modifications or additions:

13.1041.1 AVL data will not constitute the sole documentation used to determine discipline imposed on an employee.

13.1011.2 Any real time viewing of data is permissible only for operational reasons and will not be used for surveillance of employees, whether to monitor performance or to justify implementation of disciplinary actions. Furthermore, should the County engage in a process whereby AVL data is utilized beyond the scope of traditional operational monitoring, i.e., to track a specific route, vehicle and/or employee, then all relevant employees shall be so notified in advance.

13.10+1.3 The County will not access such data for the purpose of disciplinary action unless there is a good faith reason to suspect that an employee has committed an offense that could result in discipline. The County agrees not to request or view AVL data, absent any other evidence, for the purpose of monitoring an employee who may have committed a violation of some rule or policy that could result in disciplinary action (i.e., no fishing expeditions).

13.1011.4 If the County is aware of AVL data that may pertain to an investigation, the employee who is subject to the investigation and/or the Union will have the right to view the AVL data before an investigatory interview is conducted by the employee's department/division. If the County refuses to show the employee and the Union the AVL data upon request before conducting an investigatory interview then the AVL data shall not be used as evidence in any manner related to discipline.

13.1011.5 The County agrees to comply with requests from the employee and/or the Union for access to AVL data, where discipline or the potential to issue discipline exists.

13.1011.6 All Public Disclosure Requests related to AVL data will be forwarded to public disclosure officials of the department/division responsible for the particular vehicle, or that employs the Union employee, for response pursuant to the department's policies and

procedures.

ARTICLE 14: WORK STOPPAGES AND EMPLOYER PROTECTION

4 | 5 | 6 | 7 | 8 |

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

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

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

International Brotherhood of Teamsters Local 117:

Union Code: T2E

This **ADDENDUM** modifies the Appendix by adding to, modifying or supplanting specific provision(s) therein, and covers employees working in the Airport, Roads Services, and Facilities Management Divisions.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440200	942202	Utility Worker II	39	1-2-3-4-5 *
9440800	942400	Roads Maintenance Worker I	39	1-2-3-4-5 *
9440900	942403	Roads Maintenance Worker II	40	1-2-3-4-5 *
9440400	942302	Utility Worker II - Lead	42	1-2-3-4-5 *

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

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

A.2 Position Opening, Work Site Location, and/or Days Off Assignments -

Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested or to withdraw a request if they are no longer interested in being considered for a transfer. The required advance notification will include the current vacant position(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee

4

5

6

7

8

9

10

11

12

13

14 15

16

17

18

19

20

21

22

23

24

25 26

27

28

following the effective date of the transfer. A.2.1 Work-Site Selection Process.

who changes work locations through this process cannot participate again for twelve (12) months

- A. Prior to filling a vacant bargaining unit position, regular employees of the bargaining unit in the same classification will be provided with the first opportunity to transfer into the vacancy. The County determines when a position is vacant and when, and if it will be filled. The most senior employee in the classification will receive the first right of refusal for that position, provided the following conditions are met:
- 1. The transfer does not create an actual or potential legal risk to the County, examples of which include:
- a. There is no legal restraining order requiring separation of the employee requesting the transfer and one or more bargaining unit employees of the planning unit into which the employee wishes to transfer;
- **b.** There is no documentation of sexual harassment or other discrimination allegations between the employee requesting the transfer and one or more bargaining unit employees of the planning unit into which the employee wishes to transfer;
- c. There is no reasonable basis to believe that such a transfer will create a hostile work environment or hostile work relationship; and
- d. The employee is not currently under investigation or on a corrective action plan as a result of a disciplinary process, unless it is mutually agreed otherwise.

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

B. Employees can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will

post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested. The advance notification will include the current vacant position(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager or designee. Requests on file will be reviewed and approved by the maintenance operations manager or designee. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

- **A.3 Temporary Hires** Temporary employees hired to fill vacancies in regular positions shall be hired from a current employment list.
- **A.4 Work Units** Work units will be defined as those County divisions in which bargaining unit employees are regularly assigned to work. For employees working in the Roads Services Division, work units will be determined by the Labor-Management Committee (LMC).
- **A.5 After Hours Support** In accordance with the CLA Article 43, it is understood that employees who are not on call are not required to be available to respond to work-related calls during their off-duty time.
- A.6 Unanticipated/Work Schedule and/or Shift Change in Roads ServicesNormally, at least eight (8) hours of advance notice will be given to an employee prior to
 temporarily changing the employee's work schedule and/or shift to perform unanticipated
 projects and/or operations. In the event of snow removal, flood control, sanding, or other
 operations due to acts of nature which may or may not be anticipated, an employee in Roads
 Services may be placed on "Alert Status" and the eight (8) hours of advance notice will not be
 required. Alert Status does not apply to bargaining unit employees at the Airport or FMD.
- **A.7 Alert Status in Roads Services** Employees in Road Services will, in addition to the employee's -regular shift and schedule, be assigned an Alert Status shift and schedule (Alert).
 - **A.7.1 Shift duration** Alert may be of varying duration; however, Alert will be

9 10

11

13

12

15

14

16 **17**

18 19

20

21 22

23

24 25

26

27 28

employees' meal and rest periods may be missed due to work requirements. If a meal or rest period is missed, no additional pay will be provided.

A.8 Scheduled Weekend and Holiday Overtime - Overtime work which is required on weekends and holidays shall first be offered to employees on a rotating seniority basis within the work unit, if readily available. For work units in which there is more than one pit-site or crew the overtime shall first be offered to employees on a rotating basis within the pit-site or crew, then to the entire work unit. If the overtime is a continuation of work previously started by a particular crew within a work unit, the overtime will first be offered to employees on a rotating seniority basis within the crew, then to the work unit as described above. A work unit is defined as a maintenance division, pit sites, planning unit operating out of a central shop with crews i.e., drainage crew, bridge crew, etc.

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

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

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

- A. Employees loaned-out from one work group to another will be based on seniority provided the skills and abilities are equal.
- **B.** Before selecting employees to be loaned out, the supervisor will first determine if there are volunteers. If there are more volunteers than needed, the loan out will be offered first to the employee pursuant to Subsection A.
 - C. If there are no volunteers, employees will be selected in the following order:
 - 1. Temporary employees
 - 2. Term-limited temporary employees
 - **3.** Regular employees, in reverse seniority order
- **D.** Employees loaned out to another work group are eligible for scheduled weekend overtime in that work group as long as their regularly scheduled work hours in that work group total twenty (20) hours or more during that week. An employee, who is not scheduled for weekend overtime work in the loan-out workgroup, remains eligible for scheduled weekend overtime in their regularly assigned workgroup. If there is scheduled overtime in both the loan-out group and regularly assigned workgroup, the loan-out group takes precedent.
- E. Employees loaned-out to another work group are eligible for call-outs in that work group. While loaned out to another work group, the employee is no longer considered a member of the work group to which they are regularly assigned for the purposes of call outs, except during an "Alert" schedule (Section A.7), when the employee will be recalled to the employee's regularly assigned work group in Roads Services.
- F. Definition: Loan-out is defined as an employee being temporarily reassigned with advanced notice for one (1) day or more to another work group during which time theys/he may be required to report to that work site at the beginning of the day and is under the direction of that planning group's supervisor. When an employee is temporarily reassigned for one day or less, the employee reports to and leaves from, their regularly assigned work group.

Union Code(s): T2F

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9410100	941101	Equipment Services and Maintenance Specialist	39	1-2-3-4-5 *
9410200	941001	Equipment Services and Maintenance Specialist - HD	43	1-2-3-4-5 *
2211100	221505	Inventory Purchasing Specialist I	42	1-2-3-4-5 *
2211200	221605	Inventory Purchasing Specialist II	46	1-2-3-4-5 *
2211300	221703	Inventory Purchasing Specialist III	49	1-2-3-4-5 *
5101100	512101	Road Use Investigators	49	1-2-3-4-5 *
5220100	522503	Security Officer	36	1-2-3-4-5 *
9321100	932102	Truck Driver I	36	1-2-3-4-5 *
944000	944001	Utility Worker - Assistant	29	1-2-3-4-5 *
2631300	265302	Warehouse Supervisor	53	1-2-3-4-5 *

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

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

operations. In the event of snow removal, flood control, sanding, or other operations due to acts

of nature which may or may not be anticipated, an employee in Roads or Fleet Services may be

26

1	County and Union agree that by this section and RCW 49.12.187 the County may deviate from
2	the meal periods and rest breaks contemplated in State regulations and that the employees' meal
3	and rest periods may be missed due to work requirements. If a meal or rest period is missed, no
4	additional pay will be provided.
5	B.7.5 Compensation
6	1. When a Fleet Services employee transitions to the Alert shift during the
7	employee's normally scheduled shift, the employee will receive overtime for all time on the
8	Alert shift that is worked on the calendar day after the employee's regular shift of eight (8) or ten
9	(10) hours has been worked and paid at straight time.
10	2. When a Fleet Services employee begins the Alert shift on the day they
11	are regularly scheduled to work but does not work their regular shift, or begins the Alert shift
12	during the same day the employee was relieved of their regular shift as provided under
13	Subsection B.7.3, or works the Alert shift on a day they are not normally schedule to work, the
14	first four (4) hours worked on the Alert shift is paid at the rate of one and one-half (1-1/2) the
15	employee's base hourly rate of pay, inclusive of any applicable pay premiums in effect at the
16	time. The next eight (8) hours worked will be at the employee's base hourly rate of pay,
17	inclusive of any applicable pay premiums in effect at the time.
18	3. If a Fleet Services employee on Alert is approved to leave work at the
19	employee's own request or at the beginning of a leave as provided under Subsection B.7.4, the
20	employee will be paid only for the hours worked.
21	4. Leave Aceruals – A Fleet Services employee on Alert shift during a
22	normally scheduled workday will receive vacation and sick leave accruals for the first eight (8)
23	hours worked if regularly assigned to a 5-8 work schedule, or ten (10) hours if regularly assigned
24	to a 4-10 work schedule, in accordance with the CLA Articles 31 and 32, respectively.
25	5. Shift premium - Alert shifts will not be subject to shift premium pay
26	as provided under Section 5.2.
27	6. Compensation and Breaks While on an Alert Status Shift - A Fleet
28	

Services employee who is assigned to work an Alert shift will be compensated for all hours assigned to the shift inclusive of all meal periods and breaks. The County will try to provide meal and rest periods in accordance with State regulations during an employee's Alert shift. The County and Union agree that by this section and RCW 49.12.187 the County may deviate from the meal periods and rest breaks contemplated in State regulations and that the employees' meal and rest periods may be missed due to work requirements. If a meal or rest period is missed, no additional pay will be provided.

ADDENDUM C

Union Code: T2J 2

3

4

5

6

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

7

8 9

10 11

12 13

14

15

16

17 18

19 20

21

22 23

24 25

26 27

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
3120400	313501	Chemical Dependency Program Screener	<u>41</u> 36	1-2-3-4-5 *
3120700	313901	Chemical Dependency Program Screener - Lead	4439	1-2-3-4-5 *

^{*} These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule Table

- C.1 Short-term Temporary Employees A temporary employee will be hired at Step 3 and will be advanced to Step 4 after two thousand eighty (2080) hours worked.
- C.2 Bid Postings The provisions of Section 5.3 (Bid Postings) will not apply to this Appendix.
- C.2.1 Schedule Change Employees will be given no less than forty eight (48) hours notice of involuntary changes in work schedules, unless due to an emergency situation, immediate changes are required to provide adequate levels of staffing. (Replaces Subsections 5.3.1, 5.4 et seq.) Vacant bargaining unit positions shall be filled as provided in Section 13.7%.
- C.3 Clothing Allowance Regular employees will receive four hundred dollars (\$400) and temporary employees will receive two hundred dollars (\$200) in the pay period that includes January 5 and the pay period that includes July 5 each year for clothing purchase and

maintenance. Temporary employees will receive the allowance in the pay period that includes January 5 and the pay period that includes July 5 of each year provided they worked at least two hundred (200) hours during the previous six (6) months.

- **C.3.1 Personal Protection Equipment (PPE)** The County shall provide each employee with required PPE equipment, including, but not limited to raingear which is visible at night.
- C.4 Personal Property Employees who unintentionally suffers a loss or damage to personal property while on duty will have property repaired or replaced at County expense. Reimbursement for personal property will not exceed one hundred fifty dollars (\$150) unless the replacement cost is greater for necessary items such as prescription glasses and hearing aids. The County, to minimize its loss expense, may issue a policy as to which items will be brought on the premises at the employee's own risk, like expensive leather jackets, and jewelry (other than wedding bands.)
- **C.5** When a holiday falls on a scheduled day off, eligible employees will receive holiday pay pursuant to the CLA.
- **_C.5.1** Instead of being paid holiday pay, as provided under the CLA, employees eligible for holiday pay may elect to accrue up to eight (8) hours of compensatory time when working on a recognized holiday or when a holiday falls on a scheduled day off. All compensatory time not used by the end of the calendar year may be paid out, as determined by the County, regardless of when the time was earned.
- C.5.2 An employee who is scheduled to work on a holiday will be required to work unless absent on approved leave.
- **C.5.3** An employee who is absent on a holiday that is a scheduled work day will receive holiday pay as provided by the CLA Article 10 if the employee complies with required procedures for requesting leave, and the leave is approved.
- **C.5.4** The employee's sick leave balance will be charged if the absence is for a purpose covered by sick leave policies.

C.6 If the County determines that employees will be required to acquire and maintain a license or certification, the County will notify the Union prior to implementation and provide an opportunity to negotiate the effects of the license or certification requirement. All mandatory work-related training will be on paid time and at County expense.

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

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

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

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

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

2 | Union Code: T2V

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

3.

Job Class Code	_	Classification Title	Pay Range	Steps
9440300	942401	Crew Chief	53	1-2-3-4-5 *

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

D.1 Short-term Temporary Employees - A temporary employee will be hired at Step

D.2 Position Opening, Work Site Location, and/or Days Off Assignments -

Employees in Roads interested in transferring can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested or to withdraw a request if they are no longer interested in being considered for a transfer. The required advance notification will include the current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager. Requests on file will be purged annually. An employee who changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

D.2.1 Work-Site Selection Process

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

- 1. The transfer does not create an actual or potential legal risk to the County, examples of which include:
- **a.** There is no legal restraining order requiring separation of the employee requesting the transfer and one or more bargaining unit employees of the planning unit into which the employee wishes to transfer;
- **b.** There is no documentation of sexual harassment or other discrimination allegations between the employee requesting the transfer and one or more bargaining unit employees of the planning unit into which the employee wishes to transfer;
- c. There is no reasonable basis to believe that such a transfer will create a hostile work environment or hostile work relationship; and
- **d.** The employee is not currently under investigation or on a corrective action plan as a result of a disciplinary process, unless it is mutually agreed otherwise.
- **B.** Employees can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested. The advance notification will include the current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers will be reviewed and approved by the maintenance operations manager or designee. Requests on file will be reviewed and approved by the maintenance operations manager or designee. Requests on file will be purged annually. An employee who

changes work locations through this process cannot participate again for twelve (12) months following the effective date of the transfer.

- **D.3** Crew Chief Callout Premium and Vehicles Pursuant to CLA Article 43.B.2, Crew Chiefs who are assigned a County take-home vehicle will be paid a minimum of two (2) hours at the overtime rate for each callout when required to return to work once having left the work-site upon completion of their shift. In accordance with the County's Take Home Vehicle Policy, the County shall retain exclusive right to assign vehicles to Crew Chiefs and/or to revoke such assignment at its exclusive discretion upon thirty (30) days notice.
- **D.3.1** In the event the County elects to revoke a take-home vehicle for a Crew Chief, the Crew Chief shall be compensated for any callout at the four (4) hour minimum rate provided for within CLA Article 43.B.1.
- **D.4 Temporary Hires** Temporary employees hired to fill vacancies in regular positions shall be hired from a current employment list.
- **D.5** Work Units Work units will be defined as those County divisions in which bargaining unit employees are regularly assigned to work. For employees working in the Roads Services Division, work units will be determined by the Labor-Management Committee.
- **D.6 After Hours Support** In accordance with the CLA Article 43, it is understood that employees who are not on call are not required to be available to respond to work-related calls during their off-duty time.
- D.7 Unanticipated/Work Schedule and/or Shift Change in Roads Services-Normally, at least eight (8) hours of advance notice will be given to an employee prior to temporarily changing the employee's work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow removal, flood control, sanding, or other operations due to acts of nature which may or may not be anticipated, an employee in Roads Services may be placed on "Alert Status" and the eight (8) hours of advance notice will not be required. Alert Status does not apply to bargaining unit employees at the Airport or in Solid Waste.

1	additional pay will be provided.
2	D.8.5 Compensation
3	1. When a Roads Services employee transitions to the Alert shift during
4	their normally scheduled shift, the employee will receive overtime for all time on the Alert shift
5	that is worked on the calendar day after the employee's regular shift of eight (8) or ten (10) hours
6	has been worked and paid at straight time.
7	2. When a Roads Services employee begins the Alert shift on the day the
8	employee is regularly scheduled to work but does not work their regular shift, or begins the Alert
9	shift during the same day the employee was relieved of their regular shift as provided under
10	Subsection D.8.3, or works the Alert shift on a day they are not normally schedule to work, the
11	first four (4) hours worked on the Alert shift is paid at the rate of one and one-half (1-1/2) the
12	employee's base hourly rate of pay, including any applicable pay premiums in effect at the time.
13	The next eight (8) hours worked will be at the employee's base hourly rate of pay, including any
14	applicable pay premiums in effect at the time.
15	3. If a Roads Services employee on Alert is approved to leave work at
16	their own request or at the beginning of a leave as provided under Subsection D.8.4, they will be
17	paid only for the hours worked.
18	4. Leave Aceruals - A Roads Services employee on Alert shift during a
19	normally scheduled workday will receive vacation and sick leave accruals for the first eight (8)
20	hours worked if regularly assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned
21	to a 4/10 work schedule in accordance with Sections 5.1 and 5.1.1, respectively.
22	5. Shift premium - Alert shifts will not be subject to shift premium pay
23	as provided under Section 5.2.
24	6. Compensation and Breaks While on an Alert Status Shift - A
25	Roads Services employee who is assigned to work an Alert shift will be compensated for all
26	hours assigned to the shift inclusive of all meal periods and breaks. The County will try to
27	provide meal and rest periods in accordance with State regulations during an employee's Alert
28	

shift. The County and Union agree that by this section and RCW 49.12.187 the County may deviate from the meal periods and rest breaks contemplated in State regulations and that the employees' meal and rest periods may be missed due to work requirements. If a meal or rest period is missed, no additional pay will be provided.

D.9 Scheduled Weekend and Holiday Overtime

A. Roads Division: Overtime work which is required on weekends and holidays shall first be offered to employees on a rotating seniority basis within the work unit, if readily available. For work units in which there is more than one pit-site or crew the overtime shall first be offered to employees on a rotating basis within the pit-site or crew, then to the entire work unit. If the overtime is a continuation of work previously started by a particular crew within a work unit, the overtime will first be offered to employees on a rotating seniority basis within the crew, then to the work unit as described above. A work unit is defined as a maintenance division, pit sites, planning unit operating out of a central shop with crews i.e., drainage crew, bridge crew, etc.

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

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

D.11 Union Pension - The County will pay one dollar and seventy-five cents (\$1.75) per

compensated hour, except for eligible vacation and sick leave hours cashed out upon termination of employment, to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with the Parties' pension agreements. All bargaining unit employees will have their wage rate reduced by the amount of the County's contribution on the employee's behalf. Pension payments and provisions will be in accordance with the Parties' pension agreements.

Teamsters Local 117
Fully Recommended Settlement Offer with
King County (CLA Appendix 461) Joint Units Agreement
Page 46

ADDENDUM E

Union Code: T4F

3

4

5

6 7

8 9

10 11

12 13

14

15 16

17

18 19

20

21

22

24 25

23

26 27

28

This **ADDENDUM** modifies the Appendix by adding to, modifying or supplanting specific provision(s) therein, and covers employees working in the Solid Waste Division.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440200	942203	Utility Worker II	39	1-2-3-4-5 *
9440400	942303	Utility Worker II - Lead	42	1-2-3-4-5 *
2211100	221506	Inventory Purchasing Specialist I	42	1-2-3-4-5 *
2211200	221608	Inventory Purchasing Specialist II	46	1-2-3-4-5 *
2211300	221706	Inventory Purchasing Specialist III	49	1-2-3-4-5 *

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

- E.1 Short-term Temporary Employees A temporary employee will be hired at Step 3.
- E.2 Temporary Hires Temporary employees hired to fill vacancies in regular positions shall be hired from a current employment list.
- E.3 Work Units Work units will be defined as those County divisions in which members are regularly assigned to work.
- **E.4** If an employee who is not on standby accepts a work-related telephone call, and as a result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15) minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee returns to work as a result of the call, the provisions of the CLA Article 43.B.1 will

apply. The County may request documentation of the timing and nature of the telephone call. It is understood that employees who are not on call are not required to be available to respond to work-related calls during their off-duty time.

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

E.56 Scheduled Weekend and Holiday Overtime - Except as provided under Section 6.2, employees who are desirous of working overtime on their "off shift" shall indicate their availability for same upon forms as prescribed by the division director/designee. Readily available employees will be selected from the list in order of seniority and availability on a rotation basis.

E.67 Union Pension - The County will pay one dollar (\$1.00) per compensated hour, except for eligible vacation and sick leave hours cashed out upon termination of employment, to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit in accordance with the Parties' pension agreements. All bargaining unit employees will have their wage rate reduced by the amount of the County's contribution on the employee's behalf. Pension payments and provisions will be in accordance with the Parties' pension agreements.

ADDENDUM F

Union Code: L1

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

Job Class Code	PeopleSoft Job Code	Classification Title	Division	Range
7210100	720901	Print Shop Specialist I	Facilities Management Division	<u>39</u> 37
7210200	720801	Print Shop Specialist II	Facilities Management Division	<u>42</u> 40
7211000	721602	Print Shop Supervisor	Facilities Management Division	<u>53</u> 48

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

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

- 1. The Division Director or designee will notify the Union and the affected employee at least ten (10) work days prior to revoking the Lead status of that individual.
 - 2. If requested by the Union, a meeting will be scheduled to discuss the situation.

12 13

14

15 16

17

18 19

20

21

22

24

23

25 **26**

27 28

3. Vacations - Hourly vacation accrual rates shall not be affected upon implementation of a 4/10 work schedule. Vacation benefits shall be expended on an hourly basis (for example, an employee scheduled to work ten (10) hours shall be charged with the use of ten (10) hours of vacation for each day of vacation) and in accordance with the CLA.

- 4. Sick Leave Hourly sick leave accrual rates shall not be affected upon implementation of a four (4) day work schedule. Sick leave benefits shall be based on number of hours worked and shall be expended on an hourly basis and in accordance with the CLA.
- **5.** Scheduling Scheduling of days and hours of work shall be the sole prerogative of the County.
- **6. Discontinuance** The County shall have the right to discontinue the 4/10 workweek schedule for any business or operational reason provided at least four (4) weeks prior notification is given, after which the terms and conditions of 4/10 workweek schedule portions of this Agreement shall become null and void. Nothing in this Section shall be interpreted in such a way as to prevent individual employees from returning to a five (5) day work week schedule with less than a four (4) week prior notification providing such a change is mutually agreeable between the employee and the County.
- **F.69** Promotion FMD subscribes to the career ladder concept and will promote from within consistent with the dictates of good management practice and merit principals. Position vacancies shall be filled in accordance with the King County Personnel Guidelines, the CLA, and this Agreement; provided that regular employees covered by this bargaining agreement shall have notice of the vacancies and the opportunity to request simultaneous consideration for advancement to openings for which they qualify; provided further that hiring decisions shall be the sole province of management.
- F.710 New Technology or Equipment In the event that the County acquires new technology, the County shall provide written notice to the Union within a reasonable time prior to installation. The County agrees to meet and confer with the Union regarding the introduction of such technology or equipment and any impact it may have on bargaining unit work. If, as a

result of the acquisition of new technology positions are reclassified, any negotiated wage changes will be retroactive to the date the operation of the new technology/equipment commenced.

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

F.812 Background Check - As a condition of employment, all employees are required to pass a background check including a fingerprint based background check as required by the County pursuant to the national Criminal Justice Information Services Security Policy (CJIS). Failure to pass the background check, or revocation of CJIS access, will be just cause to separate the employee from the County. All employees are required to self-report any instance when they have been arrested and/or charged with a crime to their supervisor. Failure to self-report within 24 hours, absent good cause presented by the employee as soon as possible after the arrest and/or charge, is cause for discipline.

F.913 Layoff - Regular employees laid off as a result of a reduction of work and/or a shortage of funds shall be laid off within the classification according to the employee's date of hire into a bargaining unit position. Regular employees with the least amount of seniority shall be laid off first; however, in the event of two (2) employees having the same seniority, ability, skill and other relevant job-related factors shall be the determining factors on retention.

- 1. In the event of a layoff where more senior employees are displaced by lack of funds, curtailment of project, etc., then such employees shall be entitled to bump less senior employees, the intent being that the least senior employees will be laid off first.
- 2. Prior to any layoff, all employees other than regular employees in the bargaining unit shall be removed from the payroll first. This shall include temporary employees, interns and probationary employees.
- **3.** The County agrees to notify the Union at least two (2) weeks in advance, in writing, of any anticipated reduction-in-force. Such notice shall include the names, classifications, and seniority dates of all regular employees within the affected department and

the names, classifications, and seniority dates of employees scheduled to be laid off. 4. Regular employees exercising their bumping rights must be able to qualify for the position into which they propose to bump within a reasonable time of being placed in the position. 5. Employees laid off shall be recalled in the inverse order of layoff for up to two (2) years from the date of layoff, those with the most seniority being recalled first.

4

5

6

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

8 9

10

11 12

13

14

15 16

17

18 19

20 21

23

22

25

24

26 27

7

Job Class	PeopleSoft	Classification	Pay	Steps
Code	Job Code	Title	Range	
9500200	951202	Cook/Baker I	<u>44</u> 43	1-2-3-4-5 *
9500201	951303	Cook/Baker II	<u>49</u> 47	1-2-3-4-5 *

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

- **G.1** Compensatory Time If requested by the employee and agreed to by the Manager/designee, compensatory time off in lieu of overtime compensation may be authorized. (Replaces Section 6.4)
- **G.1.1** Compensatory time off will be scheduled at a time mutually agreed upon by the employee and the County.
- G.2 Direction of Staff/Inmates Cook-Bakers I and Cook-Bakers II may be required to direct other staff and/or inmates in the performance of their regular duties.
- **G.3 Promotion** The County welcomes and encourages employees to apply for promotional opportunities.
- **G.4 Shift Differential** The provisions of Sections 5.2.1 and 5.2.2 relating to shift differential will not apply to members of this bargaining unit.
- **G.5** Schedule and Shift Full time Employees shall be required to work a full forty (40) hour workweek inclusive of the meal period of thirty (30) minutes. The standard shift will be

The Department may schedule overtime assignments for shift vacancies three (3) days in

advance, drawing from the overtime sign up lists and awarding the volunteer with the lowest year

to date overtime hours three (3) days prior to the vacant shift. Vacant shifts in excess of

25

26

employees signed up on the list, or within three (3) days of the vacancy may be filled by available volunteers on a first come, first served basis. However, the volunteers who signed up in advance on the voluntary sign up sheet shall have preference over a first come, first served volunteer.

A. Mandatory overtime shall be assigned in reverse seniority order; starting with the least senior employee, and shall continue through the list of employees in increasing seniority order until all overtime assignments are made. Employees who are required to work mandatory overtime will be dropped to the bottom of the mandatory overtime list. The list, when next used, will start with the employee who is next at the top of the list and continue as described above.

The inclusion of this language G.8 and G.8.A sunsets the memo dated 06/09/2023 titled "RE:

OT" in its entirety.

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

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

G.11 Training Assignments - The provisions of Sections 6.8, 6.8.1, and 6.8.2 relating to training assignments will not apply to members of this bargaining unit. When an employee has accepted an assignment from management to train another employee(s) for one full day or more, such employee will be paid 5% (five percent) above their hourly base pay for that day or days, under the following conditions:

A. The employee submits a timely request for training pay under this section.

Requests should be submitted consistent with department policies and procedures, and if possible should be submitted within the pay period in which the training time is worked;

Teamsters Local 117
Fully Recommended Settlement Offer with
King County (CLA Appendix 461) Joint Units Agreement
Page 57

1	Memorandum of Agreement
2	By and Between
3	King County
4	and
5	Teamsters Local 117 Representing
6	Joint Units Agreement [461]
7	
8	Subject: Compensation Study and New Classification Implementation for certain classifications in Addenda A, D, and E in Appendix 461
9	Background:
10	Background.
11	1. THIS AGREEMENT is entered into by and between King County (the County), the Teamsters Local 117, 461 Appendix and shall be binding individually and collectively
12	upon the date of execution of this Agreement.
13	2. The parties have tentatively agreed to a new 2026-2028 CBA, which is a successor Agreement to the 2021-2025 CBA. This agreement is subject to full ratification by the
14	parties.
15	3. The County acknowledges that Teamsters 117 has expressed interest in having continued
16	discussions on the wage ranges established for the classifications listed in the Teamsters 117 Joint Units Appendix 461. Additionally, the Union acknowledges that the County
17 18	intends to create one new Roads Maintenance classification in the Roads Division. To that end, the Parties have agreed to the following:
19	Agreement:
20	1. Each party will conduct a study that will cover internal and external market comparability
21	of the below listed classifications to comparable public sector workers and take into
22	account customary analysis, including but not limited to, selection of appropriate job matches at comparable employers, and conducting a total compensation analysis of
	wages, leaves, benefits and retirement.
23	Facilities Management Division Utility Worker II
24	 King County International Airport Utility Worker II Solid Waste Division Utility Worker II
25	Facilities Management Division Utility Worker II Lead
26	 King County International Airport Utility Worker II Lead Roads Maintenance Worker I
27	Roads Maintenance Worker I Roads Maintenance Worker II
28	Crew Chief (Solid Waste Division, King County International Airport)

10 11

12 13

15

14

16 17

18 19

20 21

22

23 24

25 26

27

- 2. Market comparability surveys conducted will utilize the following list of jurisdictions where there are known comparable positions:
 - **Snohomish County**
 - Pierce County
 - City of Seattle
 - City of Bellevue
 - City of Tacoma
 - City of Everett
 - City of Redmond
 - City of Renton
 - City of Kent
 - Port of Seattle
- 3. The parties agree to share their work no later than December 31, 2025, with the intention of discussing and finalizing their respective reports by the end of March 31, 2026. Each party reserves the right to disagree with data chosen by the other party, including comparable positions used within the above listed jurisdictions. The Union and the County will conduct separate salary surveys and are encouraged to share their work (for example, sharing up-to-date classification specifications and pay information retrieved from other employers). At the completion of the parties' studies of wages, they will meet to share their findings and present detailed written reports, which will include an explanation of compensation study methodologies for identifying matching job descriptions, comparing the total compensation packages of employees, including internal King County comparables and adjusting, as appropriate, for regional costs of living.
- 4. All Parties agree this compensation study information, in addition to consideration of King County Labor Policy 2020-004, and any recruitment or retention data, shall be used to bargain in good faith regarding wage ranges for the above listed classifications listed in Addenda A, D, and E of Appendix 461. The intent of this process is to determine whether there will be any wage range increases to any of these classifications in applicable Appendices, and the parties will bargain over the effective date of any such increases that may be agreed to.
- 5. This wage study does not create any precedent or historical practice.
- 6. New Classification Implementation for Roads Maintenance Crew Chief. The Roads Division will create a new Roads Maintenance Crew Chief classification for special ops planning units in the Roads Division. The new Roads Maintenance Crew Chief classification description is yet to be determined. As soon as administratively practical, a classification draft will be created and presented to the Union for the opportunity to provide input prior to finalization with Compensation and Classification (CCS). classification will be placed at range 55 of the King County Squared Table. Upon implementation of the new classification, but retroactive to January 1, 2026, all incumbent

Crew Chiefs in the Roads Division will be moved	d to the Roads Maintenance Crew C
classification at pay range 55.	
7. This Agreement is effective upon signing by all pa	
facsimile or electronic signature will have the sam signature on this document. This Agreement may	
together shall constitute the entire Agreement.	
For Teamsters Local 117:	
Paul Dascher, Secretary-Treasurer	
•	
For King County:	
Matthew Wood, Labor Relations Negotiator,	Date
Office of Labor Relations Ving County Executive Office	
King County Executive Office	