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AGREEMENT

by and between

KING COUNTY

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 302

February 19, 2009, through August 31, 2010

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AGREEMENT
by and between
KING COUNTY
and
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 302
February 19, 2009, through August 31, 2010

This Agreement is by and between King County, hereinafter referred to as the County, and the International Union of Operating Engineers Local No. 302 representing employees in the job classifications listed on Addendum A to this agreement and employed in the Parks and Recreation and Solid Waste Divisions of the Department of Natural Resources and Parks and the Airport and Roads Services Divisions of the Department of Transportation.

These articles constitute an agreement, the terms of which have been negotiated between King County and the International Union of Operating Engineers Local No. 302 (Union). This agreement shall be subject to approval by ordinance by the Metropolitan County Council (Council) of King County, Washington.

1 **ARTICLE 1: GENERAL PROVISIONS**

2 **1.1 Purpose** - The purpose of this Agreement is to promote the continued improvement of the
3 relationship between the County and its employees through their Union. The articles of this
4 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

5 **1.2 Non-discrimination** - The County and the Union agree that they will not unlawfully
6 discriminate in the interpretation and application of this Agreement by reason of race, color, age, sex,
7 marital status, sexual orientation, creed, religion, ancestry, national origin, or physical, mental or
8 sensory disability. Grievances alleging a violation of this provision may only be processed through
9 Step 3 of the grievance procedure. Employees who are unable to reach a settlement under the
10 grievance procedure of this Agreement may take issues arising under this provision to a human rights
11 agency for resolution.

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

2 **2.1 Recognition** - The County recognizes the Union as the exclusive bargaining representative
3 of all employees whose job classifications are in the work units listed in the attached Addendum.

4 **2.2 Dues and Fees** - It will be a condition of employment that all employees covered by this
5 Agreement who are members of the Union in good standing on the effective date of this Agreement
6 will remain members in good standing and those who are not members on the effective date of this
7 Agreement will on the thirtieth (30) day following the effective date of this Agreement become and
8 remain members in good standing in the Union or pay fees to the Union to the extent permitted by
9 law. It will also be a condition of employment that all employees covered by this Agreement and
10 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30) day
11 following the beginning of such employment become and remain members in good standing in the
12 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing
13 contained in this section will require employees to join the Union who can substantiate, in accordance
14 with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or initiation
15 fees to Union organizations. Such employees will pay an amount of money equivalent to regular
16 Union dues and initiation fees to a non-religious charity or to another charitable organization
17 mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union
18 each month that such payment has been made.

19 **2.3 Separation** - Failure by an employee to satisfy the requirements of Section 2.2 will
20 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a
21 written request for discharge and verifies that the employee received written notification of the
22 delinquency including the amount owing, the method of calculation, and the notification that the non-
23 payment after a period of no less than seven (7) days will result in discharge by the County. A copy of
24 each written notification will be mailed to the County concurrent with its mailing to the employee.

25 **2.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an
26 employee, the County will have deducted from the pay of such employee the amount of monthly dues,
27 working dues checkoff and initiation fees as certified by the Union and will transmit the amount to the
28 Union.

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2.5 Indemnification - 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 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in error upon presentation of proper evidence thereof.

2.6 Notice of Recognition - The County will require all new employees hired, 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 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.

1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 **3.1 General** - The Union recognizes the prerogatives of the County to operate and manage its
3 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
4 terms and conditions of this Agreement.

5 **3.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the
6 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train,
7 layoff, and discipline and discharge regular employees for just cause; direct and assign the work;
8 develop and modify classification specifications; allocate positions to those classifications; allocate
9 employees to those positions; determine work shifts and work schedules; schedule and assign
10 overtime work; establish the methods, means and processes by which work is performed; establish
11 rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper
12 functioning of the work units.

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

2 **4.1 Wage Rates** - The classifications of employees covered by this Agreement and the
3 corresponding rates of pay are set forth within the wage addendum which is attached hereto and made a
4 part of this Agreement.

5 **4.2 STEP Advancement** - An employee may be hired at STEP 1 of the wage range provided
6 under Addendum A covering the classification or above STEP 1 as provided under the County's
7 Personnel Guidelines. Upon completion of the probationary period, the employee will move from the
8 initial STEP hired to the next STEP in the wage range. STEP increases thereafter will be annually.
9 An employee working less than full-time will receive STEP increases prorated based on the full-time
10 work schedule of the work unit.

11 **4.2.1** An employee who is hired into a regular position who has successfully completed the
12 Washington State Apprenticeship program in the craft hired will start as Step 3 and advance to Step 5
13 on successful completion of probation.

14 **4.3 STEP on Promotion** - A regular employee who is promoted from one classification to a
15 higher paying classification will be placed into the pay STEP providing no less than a four and one-half
16 percent (4-1/2%) increase in his/her base hourly rate of pay not to exceed the top pay STEP of the higher
17 paying classification.

18 **4.4 Temporary Employee Benefits** - The County will pay the full hourly contribution rate
19 into the medical portion of the Operating Engineers' Health and Welfare Trust on behalf of temporary
20 employees for each hour the temporary employee is in pay status. The temporary employee may be
21 eligible to receive other compensation provided under King County Code, as amended, in the event
22 the employee exceeds the calendar year working hour threshold.

23 **4.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant regular
24 positions.

25 **4.6 COLA** - Effective January 1, 2010 the rates of pay set forth within the wage addendum will
26 be increased by ninety percent (90%) CPI-W, U.S. All Cities based on September to September figures
27 of the prior year; provided, however, said percentage increase will not be less than two percent (2%) nor
28 will it exceed six percent (6%).

1 **4.7 Out-of-Classification** - An employee assigned in writing by the manager/designee to
2 perform on a temporary basis the preponderance of duties of a higher paid classification under this
3 Agreement will be paid at the first STEP of the higher paid classification that provides an increase of at
4 least five percent (5%) above his/her base hourly rate of pay for the hours so assigned. In the event that
5 the employee works out-of-classification in excess of thirty (30) continuous days, all compensated hours
6 will be at the higher rate of pay. Such assignments will not be used to supplant positions or violate
7 Union jurisdictional rights. An employee assigned by the manager/designee to perform the duties of a
8 lower paid classification on a temporary basis will not have a reduction of wages.

9 **4.8 Lead Assignment** - An employee assigned in writing by the manager/designee to perform
10 lead duties will be paid seven and one-half percent (7-1/2%) above his/her base hourly rate of pay. In
11 the event that the employee works as a lead in excess of thirty (30) continuous days, all compensated
12 hours will be at the higher rate of pay. This provision will be superceded by lead level classifications
13 in the attached Addenda, if such classifications have a higher wage rate.

1 **ARTICLE 5: HOURS OF WORK**

2 **5.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
3 five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not
4 to exceed forty (40) hours per FLSA workweek, Monday through Friday inclusive.

5 **5.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule comprised
6 of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of the meal
7 period and not to exceed forty (40) hours per FLSA workweek. An established four-ten (4-10)
8 workweek schedule will provide for three (3) consecutive days off, one of which will be a Saturday
9 and/or a Sunday. The work schedules for Solid Waste Division Equipment Operators working a 4-10
10 workweek schedule shall not include a Saturday and/or Sunday as part of their regular work schedule.

11 **5.1.2 Seven-Ten (7-10) Work Schedule** - In the Solid Waste Division there will be established
12 a work schedule comprised of seven (7) consecutive work days of ten (10) consecutive hours exclusive
13 of the meal period. The 7-10 work schedule will provide for seven (7) consecutive days off. The 7-10
14 work schedule spans two (2) FLSA workweeks. The 7-10 schedule will be considered a regular full-
15 time schedule under the terms of this agreement for all purposes, including leave and other benefit
16 eligibility determinations.

17 **5.1.3 Additional Work Schedule** - By mutual agreement between the County and the Union,
18 additional work schedules may be established.

19 **5.2 First Shift** - An employee assigned to work on a shift beginning between the hours of 5:00
20 A.M. and 11:59 A.M. will be considered to be on first shift.

21 **5.2.1 Second Shift** - An employee assigned to work on a shift beginning between the hours of
22 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee
23 assigned to second shift will be his/her base hourly rate of pay plus ten percent (10%). An employee
24 who is regularly assigned to second shift will have all compensable time paid at the higher rate of pay.

25 **5.2.2 Third Shift** - An employee assigned to work on a shift beginning between the hours of
26 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an employee assigned
27 third shift will be his/her base hourly rate of pay plus fifteen percent (15%). An employee who is
28 regularly assigned to third shift will have all compensable time paid at the higher rate of pay.

1 **5.2.3 7-10 Shift** - Equipment Operators who work a 7-10 work schedule will receive a shift
2 differential of 14.3% for all compensable hours; such shift differential is intended to provide
3 compensation equivalent to that received by an employee working a forty (40) hour workweek schedule.

4 **5.3 Shift Bidding/Work Unit Locations - Road Services Division**

5 **5.3.1 Shift Bidding** - All newly established on-going work schedules (days of work) and
6 shifts (hours of work) in the work unit will be posted. Employees within the specific classification in
7 the affected work unit will have the opportunity to bid by seniority order for the work schedule or
8 shift. Absent adequate interest, the County may assign employees within the classification in the
9 affected work unit to the remaining work schedules or shifts by using inverse seniority order.
10 Changes to work schedules or shifts will normally require a two (2) week notice to affected
11 employees.

12 **5.3.2 Position Opening and/or Days Off Assignments** - Classification seniority will be a
13 primary factor, but not the sole or exclusive factor, in determining an employee's assignment to a
14 vacancy in another work-unit location and/or days off; provided, however, the employee must have
15 previously submitted a written notification to the manager/designee indicating his/her interest in
16 attaining the work-unit location and/or days off; provided further, the employee must be capable of
17 performing the work required. Crew experience mix will be recognized as an appropriate criteria in
18 determining such assignment.

19 **5.3.3** Work unit is defined as a planning unit (e.g., paving, drainage, etc.) or "maintenance
20 division."

21 **5.4 Altering of Work Schedule** - No employee will have his/her work schedule altered for the
22 purpose of avoiding the payment of overtime except when an employee bids for such change as
23 provided in Section 5.3. No employee will be required to work on his/her scheduled day off in lieu of
24 the employee's scheduled workday. An employee will not receive overtime pay for working on
25 Saturday or Sunday if either one or both of the days are part of his/her regular work schedule.

26 **5.4.1 Planned Work Schedule and/or Shift Change** - The manager/designee may
27 temporarily change an employee's work schedule and/or shift for planned projects. Such change will
28 normally require at least two (2) weeks notice to the employee.

1 **5.5 Unanticipated/Workweek Schedule and/or Shift Change** - Normally, at least eight (8)
2 hours of advance notice will be given to an employee prior to temporarily changing the employee's
3 workweek schedule and/or shift to perform unanticipated projects and/or operations. In the event of
4 snow removal, flood control, sanding, or other operations due to acts of nature which may or may not
5 be anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice
6 will not be required.

7 **5.6 Alert Status** - When Alert Status is called and implemented more than four (4) hours prior
8 to the start of an employee's regular shift, no less than four (4) hours of work within his/her Alert Status
9 shift will be paid for at the overtime rate of pay. In instances of a callout, as described in Section 6.6.1,
10 when an employee has been called back to work within four (4) hours of his/her regular shift, the
11 employee will be compensated at the overtime rate of pay for only the hours immediately preceding the
12 start of his/her regular shift or for all the hours worked in excess of eight (8) straight time hours during
13 the Alert Status shift, whichever is greater.

14 **5.6.1 Overtime While in Alert Status** - An employee who is assigned to work an Alert Status
15 shift will not be eligible to receive overtime pay in excess of that provided for within Section 5.6 until
16 such time as s/he has worked eight (8) hours when assigned a (5-8) schedule, or ten (10) hours when
17 assigned a (4-10) schedule at the straight time rate of pay during that shift or forty (40) hours in a
18 workweek.

19 **5.6.2 Implementation of Alert Status** - Notwithstanding the provision of Sections 6.6 and
20 6.6.1, implementation of Alert Status will be considered to have taken place when the work hours of the
21 employee's normal shift have been altered without the required advance notification.

22 **5.6.3 Compensation and Breaks While in Alert Status** - An employee who is assigned to
23 work an Alert Status shift will be compensated for all hours assigned to the shift inclusive of all breaks.
24 Meal and rest periods will be taken in accordance with the provisions of this Agreement and applicable
25 laws and regulations.

26 **5.6.4 Shifts Resulting from Alert Status** - Shifts resulting from implementation of Alert Status
27 may be of varying duration but will be at least eight (8) hours.

28 **5.6.5 Shift Premium** - Work performed under Alert Status will not be subject to shift premium

1 pay as described in Sections 5.2.1 and 5.2.2.

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1 **ARTICLE 6: OVERTIME AND PREMIUMS**

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

6 **6.1.2** An employee on a 4-10 work schedule will be compensated at the rate of one and one-half
7 (1-1/2) times the employee's hourly rate of pay (overtime rate) for all compensated hours in excess of
8 ten (10) hours per day or forty (40) hours per FLSA workweek, or on a holiday recognized in this
9 Agreement (in addition to the holiday pay).

10 **6.1.3** Effective January 1, 2006, an employee on a 7-10 work schedule will be compensated at
11 the rate of one and one-half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all
12 compensated hours in excess of ten (10) hours per day or thirty-seven and one-half (37-1/2) hours per
13 FLSA workweek or on a holiday recognized in this Agreement. Effective January 1, 2007, an employee
14 on a 7-10 work schedule will be compensated at the rate of one and one-half (1-1/2) times the
15 employee's hourly rate of pay (overtime rate) for all compensated hours in excess of ten (10) hours per
16 day or forty (40) hours per FLSA workweek or on a holiday recognized in this Agreement.

17 **6.2 Scheduled overtime work** - Scheduled overtime work will be offered to full-time regular
18 employees prior to all other employees except in those instances where full-time regular employees are
19 not readily available. Readily available is defined as the employee not being on a leave status and is
20 present at work or available when called at the time the overtime work is being scheduled and is in the
21 work unit in which the overtime will be worked.

22 **6.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next
23 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)
24 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of
25 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the
26 County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above
27 instances, the employee will receive overtime pay for all such overtime hours worked but may receive
28 no pay for the regularly scheduled shift from which s/he was relieved.

1 **6.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
2 between the employee and the manager/designee. The request to earn compensatory time off must be
3 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the
4 Career Service Guidelines. Compensatory time off will be earned under the same conditions as
5 overtime in accordance with Sections 6.1, 6.1.2, 6.1.3.

6 **6.5 Overtime Authorization** - All overtime will be authorized in advance by the
7 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
8 considered overtime when it is a regularly scheduled workday for the employee.

9 **6.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for each
10 callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the
11 overtime rate.

12 **6.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has left the
13 work premises and is subsequently required to report back to work prior to his/her normally scheduled
14 shift. An employee who is called out before the commencement of his/her regular shift will be
15 compensated in accordance with the provisions of Section 6.6; provided, however, in the event the
16 employee is called back to work within four (4) hours of his/her regular shift, the employee will be
17 compensated at the overtime rate for only the hours immediately preceding the start of his/her regular
18 shift.

19 **6.7 Emergency Work Premium** - Emergency work at other than the normal scheduled shift or
20 special schedule and/or shift not enumerated in Articles 5 or 6 will be credited as such and will be
21 compensated as overtime. In the event this overtime work is accomplished prior to the normal working
22 hours and the employee subsequently works his/her regular shift, the regular shift will be compensated
23 at the employee's regular, hourly rate of pay.

24 **6.8 Standby Premium** - An employee assigned to standby status on non-duty days, by written
25 authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime rate for each
26 twenty-four (24) hour period or major portion thereof while on standby status. Any work performed on
27 non-duty days while on standby status will be compensated at the overtime rate for actual time worked.
28 An employee who is required in writing to be readily available to be called into work and/or who is

1 required to wear a "beeper" outside of his/her regular work hours will be considered to be on standby
2 status.

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1 **ARTICLE 7: HOLIDAYS**

2 **7.1 Holidays Observed** - Regular, probationary, provisional and term-limited temporary
3 employees (herein referred to as "leave eligible employees") who work a full-time work schedule,
4 except those employees who work a 7-10 work schedule, will be granted the following holidays with
5 pay:

6		
7	New Year's Day	January 1st
8	Martin Luther King, Jr.'s Birthday	Third Monday in January
9	President's Day	Third Monday in February
10	Memorial Day	Last Monday in May
11	Independence Day	July 4th
12	Labor Day	First Monday in September
13	Veteran's Day	November 11th
14	Thanksgiving Day	Fourth Thursday in November
15	Day After Thanksgiving Day	Day Following Thanksgiving Day
16	Christmas Day	December 25th

17
18 and any day designated by public proclamation of the president or governor as a legal holiday and as
19 approved by the Council.

20 **7.1.1 Part-time Employees** - Leave eligible employees who work a part-time workschedule,
21 except those employees who work a 7-10 work schedule, will be granted each of the holidays with pay
22 as provided for within Sections 7.1 and 7.4 prorated to reflect their normally scheduled work day.

23 **7.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave
24 eligible employee's regularly scheduled day off, such employee will receive compensation for the
25 holiday as provided for in the standard full-time work schedule in the employee's work unit.

26 **7.2.1 Part-time Employees** - Employees eligible for holiday pay and who are working a part-
27 time work schedule will only get holiday pay in accordance with Section 7.1.1 for those holidays that
28 fall on the employee's regularly scheduled workdays.

1 **7.3 4-10 Employees** - A leave eligible employee on a 4-10 workweek schedule will have two
2 (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for each
3 holiday identified within Section 7.1. As an alternative, employees working a 4-10 work schedule may
4 have their schedule changed to a 5-8 work schedule during weeks which have a holiday.

5 **7.3.1 Monday Holiday while on a 4/10 Sunday - Wednesday Shift** - When operationally
6 feasible and subject to management's approval, the County agrees to allow employees working on a
7 4/10 work schedule falling Sunday through Wednesday to observe the Sunday preceding a Monday
8 holiday as the holiday (day off with holiday pay) and to work the Monday at the employee's straight
9 time rate of pay. Prescheduling of the Sunday holidays will be required.

10 **7.4 Floating Holidays** - Leave eligible employees, except those employees who work a 7-10
11 work schedule, will receive two (2) additional personal holidays (maximum of 8 hours for each day) to
12 be administered through the vacation plan. These two (2) holidays will be added to accrued vacation on
13 the first pay period of October and the first pay period of November of each year. These days will be
14 used in the same manner as any vacation day earned.

15 **7.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular
16 workschedule is Monday through Friday, holidays falling on a Saturday will be observed on the
17 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For those
18 leave eligible employees whose regular work schedule requires working on a Saturday and/or a Sunday,
19 holidays falling on these days will be observed on the actual date of the holiday.

20 **7.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of
21 eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1)
22 calendar year.

23 **7.7 Pay Status** - To be eligible for holiday pay the employee must be in pay status the
24 employee's work day before and the employee's work day after the holiday. However, an employee
25 who has successfully completed at least five (5) years of service and who retires at the end of the month
26 in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if the
27 employee is in a pay status the day before the day observed as the holiday.

28 **7.8 Holidays** - An employee on a 7-10 workweek schedule will receive New Year's Day

1 (January 1st), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25th) as
2 holidays off work without a reduction in pay. In addition, an employee will be paid at the rate of time
3 and one-half (1-1/2) for work performed on Martin Luther King Jr.'s Birthday (third Monday in
4 January), President's Day (third Monday in February), Memorial Day (third Monday in May),
5 Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11), and
6 the day after Thanksgiving.

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1 **ARTICLE 8: VACATIONS**

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

5

6 **EQUIVALENT ANNUAL VACATION
FOR FULL-TIME EMPLOYEE**

7

8 Full Years of Service (Beginning)	Working Days Per Year	Hours based on 40 hr workweek
9 0-5	12	96
10 6	15	120
11 9	16	128
12 11	20	160
13 17	21	168
14 18	22	176
15 19	23	184
16 20	24	192
17 21	25	200
18 22	26	208
19 23	27	216
20 24	28	224
21 25	29	232
22 26	30	240

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25 **8.1.1 7-10 Employees** - The vacation accrual rate for regular employees who are assigned to a
26 7-10 work schedule as of January 1, 1996 and who have continued to remain on the 7-10 workweek
27 schedule shall receive vacation leave benefits for each hour in pay status exclusive of overtime as
28 described in the following table; however, if the employee moves off the 7-10 work schedule to any

1 other work schedule, the employee will only be able to accrue vacation leave as provided under
2 Section 8.1 regardless if the employee later returns to a 7-10 work schedule. However, an eligible
3 employee under this provision who involuntarily moves off the 7-10 work schedule and later returns to
4 the 7-10 schedule will again be eligible for the accrual rate provided below.

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

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

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

15 **8.3 Maximum Accrual** - Leave eligible employees who work a full-time workschedule may
16 accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time
17 workschedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally
18 scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual
19 amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount
20 will result in forfeiture of the vacation leave beyond the maximum amount. However, vacation leave
21 beyond the maximum amount will be allowed by the manager/designee if the carry over is because of
22 cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

23 **8.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave
24 until s/he has successfully completed his/her first six (6) months of County service in a leave eligible
25 position. If a leave eligible employee leaves County employment prior to successfully completing
26 his/her first six (6) months of County service in a leave eligible position, s/he will forfeit and not be paid
27 for accrued vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her
28 date of separation up to the maximum accrual amount if the employee has successfully completed

