



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

February 20, 2007

Ordinance 15685

Proposed No. 2007-0064.1

Sponsors Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and Teamsters Local 174 representing employees
4 in the departments of natural resources and parks and
5 transportation; and establishing the effective date of said
6 agreement.

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9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The collective bargaining agreement negotiated between King
11 County and Teamsters Local 174 representing employees in the departments of natural
12 resources and parks and transportation and attached hereto is hereby approved and
13 adopted by this reference made a part hereof.


14 SECTION 2. Terms and conditions of said agreement shall be effective from
15 January 1, 2007, through and including August 31, 2009.

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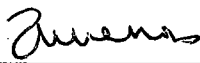
Ordinance 15685 was introduced on 1/29/2007 and passed by the Metropolitan King
County Council on 2/20/2007, by the following vote:

Yes: 9 - Mr. Gossett, Ms. Patterson, Ms. Lambert, Mr. von Reichbauer, Mr.
Dunn, Mr. Ferguson, Mr. Phillips, Ms. Hague and Mr. Constantine
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

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2007 MAR -1 PM 4:15
CLERK
KING COUNTY COUNCIL

APPROVED this 1 day of MARCH, ²⁰⁰⁷ 2005.


Ron Sims, County Executive

Attachments A. Agreement between Teamsters, Local 174 and King County

AGREEMENT BETWEEN
TEAMSTERS, LOCAL 174
AND
KING COUNTY

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

2 2.1. The County recognizes the Union as the exclusive representative of those employees
3 whose job classifications are listed in Addendum A. The Union represents temporary and term-
4 limited temporary employees consistent with Article 13.6.

5 2.2. It shall be a condition of employment that all employees covered by this Agreement who
6 are members in good standing as defined by the Union on the effective date of this Agreement shall
7 remain members in good standing or pay an agency fee to the Union. Employees who are not
8 members on the effective date of this Agreement shall, on the thirtieth (30) day following the
9 effective date of this Agreement, become and remain members in good standing in the Union or pay
10 an agency fee to the Union. It shall also be a condition of employment that all employees covered by
11 this Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on
12 the thirtieth (30) day following the beginning of such employment, become and remain members in
13 good standing or pay an agency fee to the Union.

14 2.3. In accordance with existing law, an employee who holds bona fide religious tenets or
15 beliefs that prohibit the payment of dues and/or fees to union organizations, shall be required, in lieu
16 of periodic dues and fees, to pay sums equal to such dues and fees to a charitable organization
17 mutually agreed on between the employee and the union. Such employee shall also, at the Union's
18 request, be required to furnish proof to the Union on a monthly basis that said sums have been paid to
19 such charitable organization in conformance with the above.

20 2.4. All fees and dues paid either to the Union or to charity shall be for non-political
21 purposes.

22 2.5. Failure by an employee to abide by the above provisions shall constitute cause for
23 discharge; provided, that when an employee fails to fulfill the above obligation, the Union shall
24 provide the employee and the County with thirty (30) days notification of the Union's intent to initiate
25 discharge action and during this period the employee may make restitution in the amount which is
26 overdue. In the event that restitution is timely made and absent other impediments to good standing,
27 the employee shall be relieved of the discharge notice.

28 2.6. Upon receipt of written authorization individually signed by an employee, the County

1 shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-
2 Treasurer of the Union and shall transmit the same to the Union.

3 2.7. The Union will indemnify, defend, and hold the County harmless against any claims
4 made and against any suit instituted against the County on account of any check-off of dues for the
5 Union. The Union agrees to refund to the County any amounts paid to it in error on account of the
6 check-off provision upon presentation of proper evidence thereof.

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1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force are vested exclusively in
3 the County subject to terms of this Agreement. The County may administer all matters not expressly
4 covered by the language of this Agreement for its duration as the County from time to time may
5 determine.

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1 **ARTICLE 4: HOLIDAYS**

2 **4.1. Truck Drivers, Transfer Station Operators, and Sign & Marking Classifications.**

3 All regular, probationary and term-limited temporary employees, except those on a 7/10 work
4 schedule, shall be granted the following holidays with pay:

5 New Year's Day	January 1st
6 Martin Luther King, Jr. Day	Third Monday in January
7 President's Day	Third Monday in February
8 Memorial Day	Last Monday in May
9 Independence Day	July 4th
10 Labor Day	First Monday in September
11 Veteran's Day	November 11
12 Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	December 25th

13 and any special or limited holidays as declared by the President of the United States or the Governor
14 of the State of Washington and as approved by the Council.

15 **4.1.1.** Employees eligible for holiday pay under 4.1 who work a part-time schedule
16 will be granted each of the holidays pro-rated to reflect their normal workday when the holiday falls
17 on a regular workday.

18 **4.2. Scale Operators.** Regular, probationary, and term-limited temporary employees shall be
19 granted the following holidays with pay:

20 New Year's Day	January 1st
21 Martin Luther King, Jr. Day	Third Monday in January
22 President's Day	Third Monday in February
23 Memorial Day	Last Monday in May
24 Independence Day	July 4th
25 Labor Day	First Monday in September
26 Veteran's Day	November 11th
27 Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Fourth Thursday in November
28 Christmas Day	December 25th

1 and any special or limited holidays as declared by the President of the United States or the Governor
2 of the State of Washington and as approved by the County Council.

3 4.3. Employees eligible for holiday pay as defined in 4.1 shall receive two (2) additional
4 personal holidays to be administered through the vacation plan. One (1) day shall be accrued on the
5 first of October and one (1) day on the first of November of each year. These days can be used in the
6 same manner as any vacation day earned.

7 4.4. Employees eligible for holiday pay as defined in Article 4.2 shall receive two (2)
8 additional personal holidays. These days shall be administered through the vacation plan. One (1)
9 day will be added to each employee's vacation accrual during the first pay period of October and one
10 (1) day will be added during the first pay period of November of each year. These days can be used
11 in the same manner as any vacation day earned.

12 4.5.

13 A. **Roads and Fleet:** Whenever a holiday falls upon a Sunday, the following Monday
14 shall be observed as the holiday. A holiday falling on a Saturday shall be observed on the preceding
15 Friday.

16 B. **Solid Waste and Parks:** Except for those employees who are working a 7/10
17 work schedule, whenever a holiday falls on a regularly scheduled day off, the County will designate a
18 regularly scheduled work day on which to recognize the holiday for the affected employee(s).
19 Normally, the holiday will be recognized on the day before or the day after the holiday. The list of
20 designated holidays will be issued by December 1 of each year for the subsequent year. The effect of
21 this designation is that the employee for whom the actual holiday fell on his/her regular day off and is
22 now working on the designated holiday will be paid at the rate of time and one half for hours worked
23 on the designated holiday, in addition to any holiday pay required under 4.1.

24 C. **Scale Operators, including those on a 7/10 Schedule:** holidays are observed on
25 the day they occur.

26 4.6. All employees may be required to work holidays. Except for those employees who are
27 working a 7/10 work schedule, all work on a holiday shall be paid at one and one-half (1-1/2) times
28 the employee's regular rate of pay in addition to the regular holiday pay.

1 **4.6.1. Solid Waste and Parks:** Except for those employees who are working a 7/10
2 work schedule, employees scheduled to work on a holiday as listed in 4.1 may request in writing to
3 take the holiday off if such request is submitted no later than three (3) working days prior to the
4 holiday. When the division receives such a request it will solicit volunteers to work the shift in
5 question. At management's discretion, if no volunteer signs up to work such shift, the request may be
6 denied. If there is more than one request from employees in the same classification, the division will
7 deny such requests in inverse order of seniority within that classification.

8 **4.6.2. Scale Operators:** All work on a holiday shall be paid at the rate of one and
9 one-half (1-1/2) times the employee's regular rate of pay, in addition to the regular holiday pay.
10 Hours worked on a holiday are used for the purposes of determining weekly overtime in accordance
11 with Article 9.22 herein. Holiday hours paid are not used for the purposes of determining weekly
12 overtime except as allowed in Article 4.13.

13 **4.7. Compensation for Holiday.** For regular employees who work a forty (40) hour
14 workweek and are eligible for holiday pay, whenever a holiday occurs during an employee's regularly
15 scheduled workday (5-8 work schedule), such employee shall receive compensation for the holiday
16 on the basis of eight (8) hours of the employee's straight time rate (ten (10) hours for those employees
17 on a "4-10" schedule to a maximum of ninety-six (96) hours per annum). Roads and Fleet Division
18 employees working a 4-10 work schedule may, at the County's discretion, have their work schedule
19 changed to a 5-8 work schedule during a week in which there is a holiday.

20 **4.8. Scale Operator Compensation for Holiday.** Employees shall receive holiday pay
21 prorated to reflect their regularly scheduled workday. Eligible employees who work a forty (40) hour
22 workweek shall receive compensation for the holiday on the basis of eight (8) hours for a 5/8
23 schedule and ten (10) hours for a 4/10 schedule. Eligible employees on a 7/10 schedule shall receive
24 compensation for the holiday on the basis of seven (7) hours. No employee shall be granted more
25 than ninety-six (96) hours of holiday time in a calendar year.

26 **4.9. Full-time 7/10 Employees.** Full-time employees on a 7/10 work schedule shall be
27 entitled to the following three (3) holidays without a reduction in pay: Thanksgiving Day (fourth
28 Thursday in November), Christmas Day (December 25) and New Year's Day (January 1).

1 **4.10. Regular Full-time 7/10 Scale Operators.** Regular fulltime employees on a 7/10
2 schedule will be paid ten (10) hours pay for the following three (3) holidays which fall on their on-
3 shift: Thanksgiving Day, Christmas Day and New Year's Day. If the holiday falls on the off-shift,
4 Article 4.8 will apply.

5 **4.11. Part-time 7/10 Employees.** Part time employees who are eligible for holiday pay and
6 who are working on a 7/10 work schedule will be paid ten (10) hours pay for the holidays of
7 Thanksgiving Day (fourth Thursday in November), Christmas Day (December 25) or New Year's
8 Day (January 1) which fall during their assigned shift.

9 **4.12. Regular Part-time Scale Operators.** Regular part-time employees with an assigned
10 site and schedule shall be entitled to the following three (3) holidays which fall on their on-shift
11 without a reduction in pay: Thanksgiving Day, Christmas Day and New Year's Day. If the holiday
12 falls on the off-shift, Article 4.8 will apply.

13 **4.13. Determining Scale Operator Overtime.** Holidays paid, but not worked on-shift shall
14 be recognized as time worked for purposes of determining weekly overtime. Holidays paid, but not
15 worked off-shift shall not be recognized as time worked for purposes of determining weekly
16 overtime.

17 **4.14. Scale Operator Off Shift Holiday Work.** Regular Scale Operators on their off shift
18 shall be given the first opportunity (in rotation order) to work on a holiday at the premium (time and
19 one half) rate of pay before offering such work to off shift regular part-time Scale Operators as make
20 up.

21 **4.15. Scale Operator Holiday Eligibility.** An employee must be in a pay status either the
22 employee's scheduled working day before or the employee's scheduled working day after a holiday in
23 order to receive holiday pay. An employee leaving County employment the day prior to the holiday
24 shall not receive holiday pay.

1 **ARTICLE 5: VACATIONS**

2 5.1. Regular, probationary and term-limited temporary employees shall be eligible to accrue
3 vacation leave benefits for each hour paid at the straight time rate of pay, up to a maximum allowed
4 by the King County Code.

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Full Years of Service	<i>Approximate</i> Hourly Accrual Rate	<i>Approximate</i> Equivalent Annual Leave in Days
Upon hire through end of Year 5	.0460	12
Upon beginning of Year 6	.0577	15
Upon beginning of Year 9	.0615	16
Upon beginning of Year 11	.0769	20
Upon beginning of Year 17	.0807	21
Upon beginning of Year 18	.0846	22
Upon beginning of Year 19	.0885	23
Upon beginning of Year 20	.0923	24
Upon beginning of Year 21	.0961	25
Upon beginning of Year 22	.1000	26
Upon beginning of Year 23	.1038	27
Upon beginning of Year 24	.1076	28
Upon beginning of Year 25	.1115	29
Upon beginning of Year 26 and beyond	.1153	30

1 **5.2.** Under no circumstances shall implementation of the above schedule result in a reduction
2 of the vacation accrual rate for regular employees who are assigned to a 7/10 schedule as of August 1,
3 1996. Such employees will receive vacation leave benefits for each hour in pay status exclusive of
4 overtime as described in the following table:

5

6 Through end of year 3	.0460
7 Upon beginning of year 4	.065934
8 Upon beginning of year 11	.0769
9 Upon beginning of year 13	.087912
10 Upon beginning of year 19	(Article 5.1 Table)

11

12 **5.3.** Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

13 **5.4.** Employees shall not be eligible to take or be paid for vacation leave until they have
14 successfully completed their first six (6) months of County service in a vacation leave eligible
15 position. If an employee in a vacation leave eligible position leaves County employment prior to
16 successfully completing their first six (6) months of County service, the employee shall forfeit and
17 not be paid for any accrued vacation leave. Regular employees and term-limited temporary
18 employees shall be paid for accrued vacation leave to their date of separation up to the maximum
19 accrual amount if they have successfully completed their first six (6) months of County service.
20 Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in
21 effect upon the date of leaving County employment less mandatory withholdings.

22 **5.5. Vacation Schedule.**

23 A. The division manager/designee shall be responsible for establishing a flexible
24 vacation schedule in such a manner as to achieve the most efficient functioning of the division, as
25 well as to allow the maximum number of employees to utilize accrued vacation without detriment to
26 County services.

27 **1. Solid Waste:** The major vacation schedule in the Solid Waste Division
28 shall be determined by seniority bid, with the most senior employee having first bid. The Solid Waste

1 Division shall permit four (4) Transfer Station Operators, six (6) Truck Driver IIIs, and three (3) Scale
2 Operators off on vacation leave at any one time, provided it can be done without detriment to King
3 County services. Once the major vacation schedule has been published, all additional vacation
4 requests will be granted on a first come, first-served basis.

5 **2. Scale Operators:** Vacation preference requests for a period beginning May
6 1 and ending the following April 30 must be received by management no later than April 1. The
7 vacation schedule shall be posted on or before April 15. Vacation requests received after April 1
8 shall be granted, in the order received, when possible and consistent with the efficient functioning of
9 the division. In the event of scheduling conflicts within the division, classification seniority will
10 prevail.

11 **B.** Regular part-time employees who are eligible for vacation leave may use vacation
12 to fill out their work schedule. Unless previously approved for vacation leave, an employee may not
13 take vacation leave on a day called for work during the employee's regular schedule except as
14 provided under Article 5.5.A.

15 **5.6.** Employees who are eligible to accrue vacation leave may accrue up to sixty (60) days
16 (480 hours) vacation per year, consistent with Article 5.1 and 5.2 of this contract. Such employees
17 shall use vacation leave beyond the maximum accrual amount prior to December 31 of each year.
18 Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the
19 vacation leave beyond the maximum amount unless the division manager/designee has approved a
20 carryover of such vacation leave because of cyclical workloads, work assignments or other reasons as
21 may be in the best interests of the County.

22 **5.7.** Employees shall not use or be paid for vacation leave until it has accrued and such use or
23 payment is consistent with the provisions of this Article.

24 **5.8.** No employee shall work for compensation for the County in any capacity during the time
25 that the employee is on vacation leave.

26 **5.9.** Employees may use vacation in quarter hour (1/4) increments, at the discretion of the
27 division manager/designee.

28 **5.10.** In cases of separation from County employment by death an employee with accrued

1 vacation leave who has successfully completed his or her first six (6) months of County service will
2 have unused vacation leave up to the maximum accrual amount paid to the employee's estate, or, in
3 applicable cases, as provided for by state law, RCW Title II.

4 **5.11.** If a regular employee resigns from County employment or is laid off and subsequently
5 returns to County employment within two (2) years from such resignation or lay off, as applicable, the
6 employee's prior County service shall be counted in determining the vacation leave accrual rate under
7 Article 5.1.

8 **5.12.** If an employee is injured or becomes sick while on vacation leave s/he can use accrued
9 sick leave for that time provided s/he notifies the division manager/designee on the first day of the
10 injury or illness. If it is physically impossible to give such notice on the first day, notice must be
11 given as soon as possible and must be accompanied by an acceptable showing of the reasons for the
12 delay. Verification of the injury or illness from a licensed practitioner may be required for approval
13 of the sick leave request and the injury or illness must be of such severity that it would have
14 prevented the employee from working had the employee not been on vacation leave.

15 **5.13. Scale Operator Accruals.** Vacation accruals shall be posted each pay period.
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1 **ARTICLE 6: SICK LEAVE**

2 **6.1.** Regular, probationary and term-limited temporary employees shall accrue sick leave
3 benefits at the rate of 0.04616 hours for each hour paid at the straight time rate of pay, up to a
4 maximum of 96 hours per year. Except that sick leave shall not begin to accrue until the first of the
5 month following the month in which the employee commenced employment. The employee is not
6 entitled to sick leave if not previously earned.

7 **6.2.** During the first six (6) months of service, employees eligible to accrue vacation leave
8 may, at the division manager/designee's discretion, use any accrued days of vacation leave as an
9 extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used
10 for sick leave must be reimbursed to the County upon termination.

11 **6.3.** Employees may use sick leave in quarter hour (1/4) increments, at the discretion of the
12 division manager/designee.

13 **6.4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
14 employee.

15 **6.5.** The division manager/designee is responsible for the proper administration of the sick
16 leave benefit. Verification of illness from a licensed practitioner may be required for any requested
17 sick leave absence.

18 **6.6.** Separation from or termination of County employment shall cancel all sick leave accrued
19 to the employee as of the date of separation or termination. Should a regular employee resign or be
20 laid off and return to County employment within two (2) years, accrued sick leave shall be restored.

21 **6.7.** Employees eligible to accrue sick leave and who have successfully completed at least
22 five (5) years of County service and who retire as a result of length of service or who terminate by
23 reason of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an
24 amount equal to thirty-five (35%) percent of their unused, accumulated sick leave multiplied by the
25 employee's rate of pay in effect upon the date of leaving County employment less mandatory
26 withholdings.

27 **6.8. Leave Without Pay for Health Reasons.** An employee must use all of his/her sick
28 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under

1 the County's workers compensation program, then the employee has the option to augment or not
2 augment time loss payments with the use of accrued sick leave.

3 **6.9. Leave Without Pay for Family Reason.** For a leave for family reasons, the employee
4 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
5 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
6 eighty (80) hours of accrued sick leave.

7 **6.10. Use of Vacation Leave as Sick Leave.** An employee who has exhausted all of his/her
8 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
9 by his/her manager/designee.

10 **6.11. Use of Sick Leave.** Accrued sick leave will be used for the following reasons:

11 **A.** The employee's bona fide illness or incapacitating injury; provided that;

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

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

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

23 **B.** Exposure to contagious diseases and resulting quarantine.

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

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

28 **E.** To care for the employee's eligible child if the child has an illness or health

1 condition which requires treatment or supervision from the employee;

2 F. To care for other family members, if:

3 1. The employee has been employed by the County for twelve (12) months or
4 more and has worked a minimum of one thousand forty (1040) hours for an employee who works a
5 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7/10 work
6 schedule in the preceding twelve (12) months,

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

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

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

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

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

20 **6.12. Unpaid Leave.** An employee who has been employed by the County for twelve (12)
21 months or more and has worked a minimum of one thousand forty (1040) hours for an employee who
22 works a 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7/10
23 work schedule in the preceding twelve (12) months, may take a total of up to eighteen (18)
24 workweeks of unpaid leave for his or her own serious health condition and for family reasons as
25 provided in Article 6.11.E and 6.11.F combined, within a rolling twelve (12) month period. The
26 leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole
27 or partial days as needed. Intermittent leave is subject to the following conditions:

28 **A. Birth or Adoption.** When a leave is taken after the birth or placement of a child

1 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
2 only if authorized by the employee's manager/designee.

3 **B. Reduced Schedules.** An employee make take leave intermittently or on a reduced
4 schedule when medically necessary due to a serious health condition of the employee or family
5 member of the employee; and

6 **C. Temporary Transfer.** If an employee requests intermittent leave or leave on a
7 reduced leave schedule, under Article 6.12.B. above, that is foreseeable based on planned medical
8 treatment, the manager/designee may require the employee to transfer temporarily to an available
9 alternative position for which the employee is qualified and that has equivalent pay and benefits and
10 that better accommodates recurring periods of leave than the regular position of the employee.

11 **6.12.1. Concurrent Time.** Use of donated leave will run concurrently with the
12 eighteen (18) workweek family medical leave entitlement.

13 **6.12.2. Insurance Premiums.** The County will continue its contribution toward
14 health care during any unpaid leave taken under Article 6.12.

15 **6.12.3. Return to Work from Unpaid Leave.** An employee who returns from
16 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
17 provisions, to:

18 **A.** The same position he/she held when the leave commenced; or

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

21 **C.** Seniority shall continue to accrue while on approved unpaid leave as
22 provided under Article 6.12.

23 **6.12.4. Failure to Return to Work.** Failure to return to work by the expiration date
24 of the leave of absence may be cause for removal and result in termination of the employee from
25 County service.

26 **6.13. Definition of Child.** For purposes of this Article, a child means a biological,
27 adopted or foster child, a step child, a legal ward or a child of an employee standing in loco parentis
28 to the child, who is under eighteen (18) years of age or is eighteen (18) years of age or older and

1 incapable of self care because of mental or physical disability.

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1 **ARTICLE 7: PAID LEAVES**

2 **7.1. Donation of Leaves.** Donation of vacation leave hours and donation of sick leave hours.

3 **A. Vacation Leave Hours.**

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

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

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

19 **B. Sick Leave Hours.**

20 **1. Written Notice Required.** An employee eligible for sick leave may donate
21 a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written
22 notice to the donating and receiving employee's department director(s).

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

27 **3. Return of Unused Donations.** Donated sick leave hours must be used
28 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

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

5 **C. No Solicitation.** All donations of vacation and sick leave made under this Article
6 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or
7 any other compensation or benefits in exchange for donating vacation or sick leave hours.

8 **D. Conversion Rate.** All vacation and sick leave hours donated will be converted to
9 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
10 value will then be divided by the receiving employee's hourly rate to determine the actual number of
11 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
12 straight time hourly rate at the time of reconversion.

13 **7.2. Leave - Organ Donors.** The manager/designee will allow an employee eligible for paid
14 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
15 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
16 paid leave provided;

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

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

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

27 **7.3. Bereavement Leave.**

28 **A.** An employee eligible for paid leave will be entitled to three (3) working days of

1 bereavement leave a calendar year due to death of a member of his/her immediate family.

2 **B. Use of Sick Leave in Lieu of Bereavement Leave.** An employee eligible for
3 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of
4 three (3) working days per calendar year for each instance when death occurs to a member of the
5 employee's immediate family or any relative continually living in the employee's household.

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

9 **D. Family Defined.** Immediate family means, as used in this article: spouse,
10 domestic partner, grandparent, parent, child, sibling, grandchild of the employee, employee's spouse
11 or employee's domestic partner.

12 **7.4. School Volunteers.** An employee eligible for paid leave will be allowed the use of up to
13 three (3) days of sick leave each year to allow the employee to perform volunteer services at the
14 school attended by the employee's child provided; an employee requesting to use sick leave for this
15 purpose will submit such request in writing specifying the name of the school and the nature of the
16 volunteer services to be performed.

17 **7.5. Jury Duty.** An employee eligible for paid leave who is ordered on a jury will be entitled
18 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of
19 mileage, with the Department of Finance. The employee will report back to their manager/designee
20 when dismissed from jury service.

21 **7.6. Scale Operator Jury Duty.** An employee eligible for paid leave who is called for jury
22 duty will be entitled to regular pay for all on-shift work hours missed due to jury duty. The employee
23 should deposit his or her jury duty fees, excluding mileage, with the Finance and Business Operations
24 Division of the Department of Executive Services. Employees must contact their supervisor when
25 dismissed from jury duty during regularly scheduled working hours and may be required to report
26 back to work.

27 **7.7. Leave Examinations.** An employee eligible for paid leave will be entitled to necessary
28 time off with pay for the purpose of participating in County qualifying or promotional examinations.

1 This will include time required to complete any required interviews.

2 **7.8. Military Leave.** A leave of absence for active military duty or active military training duty
3 will be granted to eligible employees in accordance with applicable provisions of state and/or federal
4 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the
5 employee and accompanied by a validated copy of military orders ordering such active duty or active
6 training duty.

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ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE

The County presently has in effect group medical, dental and life insurance plans for regular, probationary and term-limited temporary employees and agrees to maintain participation in the plans as determined by the Joint Labor-Management Insurance Committee or its successor.

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