

June 3, 1992

KENT PULLEN  
BRUCE LAING  
Introduced by CYNTHIA SULLIVAN  
GREG NICKELS  
BRIAN DERDOWSKI  
AUDREY GRUGER

Proposed No. 92-421

ORDINANCE NO. 10417

AN ORDINANCE approving and adopting the Collective Bargaining Agreement and Memorandum of Understanding negotiated by and between King County and the Joint Crafts Council; establishing the effective date of said Agreement and Memorandum; and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Collective Bargaining Agreement negotiated between King County and the Joint Crafts Council (representing construction craft employees) and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 2. The Memorandum of Understanding negotiated between King County and the Joint Crafts Council and attached hereto is hereby approved and adopted and by this reference made a part hereof.

SECTION 3. Terms and conditions of the Memorandum of Understanding are effective from July 1, 1991 through and including December 31, 1991.

SECTION 4. Terms and conditions of the Collective Bargaining Agreement shall be effective from January 1, 1992 through and including December 31, 1994.

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SECTION 5. The County Council finds as a fact and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of public peace, health or safety, or for the support of County government and its existing public institutions.

INTRODUCED AND READ for the first time this 8<sup>th</sup> day of June, 19 92

PASSED this 8<sup>th</sup> day of June, 19 92.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Audrey Luger  
Chair

ATTEST:

Jane Masuo  
Deputy Clerk of the Council

APPROVED this 16<sup>th</sup> day of June, 19 92.

D. Hill  
King County Executive

10417 1

AGREEMENT  
by and between  
COUNTY OF KING, WASHINGTON  
and  
JOINT CRAFTS COUNCIL  
(Representing Construction Crafts Employees)

January 01, 1992 through December 31, 1994

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THIS AGREEMENT is by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council, comprised of the following Unions, hereinafter individually referred to as the Union, each on its own behalf and in behalf of its own definition of "employee" as set forth within ARTICLE III of this Agreement representing those employees commonly referred to as the Construction Crafts employees employed in the Department of Public Works and the Facilities Management Division of the Department of Executive Administration, and the Parks Division of the Department of Parks, Planning and Resources, and the Seattle/King County Department of Public Health.

District Council of Carpenters of Seattle, King County and Vicinity

International Association of Machinist & Aerospace Workers District No. 160, Hope Lodge No. 289

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

International Brotherhood of Electrical Workers Local No. 46

International Brotherhood of Teamsters Local No. 117

International Union of Operating Engineers Local No. 302

Painters District Council No. 5

United Association of Plumbers & Pipefitters Local No. 32

ARTICLE I                      PURPOSE

- 1.1                      The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours, and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any Civil Service Commission or Personnel Board similar in scope, structure and authority as defined in the Revised Code of the State of Washington RCW 41.56.

ARTICLE II                      NON-DISCRIMINATION

- 2.1                      The County and the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, marital status, sexual orientation, national origin, age, sex, mental, sensory or physical handicap.

- 2.2 Wherever words denoting a specific gender are used in the Agreement, they are intended and shall be construed so as to apply equally to either gender.

ARTICLE III RECOGNITION, UNION MEMBERSHIP AND DUES DEDUCTION

- 3.1 Recognition - The County recognizes the Council and each of the signatory Unions as the exclusive bargaining representative for all full-time, part-time, and temporary employees performing work of the classifications identified within Appendices "A" through "H" of this Agreement.
- 3.2 Union Membership - It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement, shall on the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or assigned into the bargaining unit on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.
- 3.2.1 Nothing contained within this Article shall require an employee to join said Union who can substantiate that there exists bona fide religious tenets or teachings of a church or religious body of which the employee is a member, in which case an amount of money equivalent to the regular Union dues and initiation fee shall be paid to a non-religious charity mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the Union dues and initiation fee. The employee shall every thirty (30) days furnish proof that such payment has been made.
- 3.3 Dues Deduction - Upon receipt of a written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues as certified by the secretary of the Union and shall transmit the same to the Union.
- 3.3.1 The Union shall indemnify, defend and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues for the Union. The Union shall refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.
- 3.4 The County shall notify the Union in writing within seven (7) calendar days from the date of hire of a new employee. Such written notification shall contain the new employee's name, social security number, address, home phone number, job classification, department division, and specific place of employment.

ARTICLE IV CLASSIFICATIONS AND RATES OF PAY

- 4.1 The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendices "A" through "H" which are attached hereto and made a part of this Agreement.
- 4.1.1 Employees working a seven/ten hour day work schedule shall be compensated at a monthly rate of pay equivalent to that received by employees working a forty (40) hour workweek schedule.
- 4.2 An employee shall be hired at STEP 1 of the salary range set forth within the Appendix covering the classification of work for which the employee was hired for the first one thousand forty (1040) hours of his employment unless promotional guidelines supercede. Upon completion of his first one thousand forty (1040) hours employment he shall immediately thereafter, automatically advance from STEP 1 to STEP 2 and upon completion of two thousand eighty (2080) hours in STEP 2 immediately thereafter, automatically advance

to STEP 3 and in a like manner to the next pay STEP every two thousand eighty (2080) hours thereafter until he attains the top pay STEP in the pay range for his classification.

4.3 Effective April 01, 1992, an employee who advances from one classification to a higher paying classification on a permanent basis shall be placed into the pay STEP providing no less than a four and one-half percent (4-1/2%) increase in his rate of pay not to exceed the top pay STEP of the higher paying classification.

4.4 Effective June 01, 1992, an employee hired as a temporary employee shall be compensated in accordance with the provisions of Sections 4.2; provided however, in lieu of Holiday pay, Vacation Leave, Sick Leave, Bereavement Leave, and Medical, Dental and Life Insurance, the temporary employee shall receive premium pay as hereinafter set forth based upon the corresponding number of cumulative non-overtime hours worked by the temporary employee:

0001st hour through 0520th hour . . . . .	05% premium pay
0521st hour through 1040th hour . . . . .	10% premium pay
1041st hour through 2080th hour . . . . .	15% premium pay (if an employee worked 800 hours or more in the previous 12 months; he shall receive 20% premium pay)
2081st hour + . . . . .	20% premium pay (if an employee worked 800 hours or more in the previous 12 months; he shall receive 25% premium pay)

4.4.1 The appropriate percentage premium payment shall be applied to all gross earnings. Once a County temporary employee reaches a given premium level, the premium shall not be reduced for that temporary employee as long as the employee continues to work for the same Division within a Department of the County without a six (6) month break in service.

4.4.2 A Division within a Department of the County shall not assign or schedule temporary employees (or fail to do so) solely to avoid accumulation of regular hours that would increase the premium pay provided for in Section 4.4.

4.5 Effective January 01, 1993, the rates of pay set forth within Appendices "A", "B", "C", "E" and "F" of this Agreement shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September, 1991 to September, 1992; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor. The resulting percentage increase shall be rounded to the nearest tenth of a percent.

4.6 Effective January 01, 1994, the rates of pay set forth within Appendices "A", "B", "C", "E", and "F" of this Agreement as further amended by Section 4.5 shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September, 1992 to September, 1993; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States

Department of Labor. The resulting percentage increase shall be rounded to the nearest tenth of a percent.

ARTICLE V                      HOURS OF WORK

- 5.1                      Standard Workweek - The standard workweek shall consist of five (5) consecutive standard work days not to exceed eight (8) hours each exclusive of the meal period and not to exceed forty (40) hours per week, Monday through Friday inclusive.
- 5.1.1                    Four/Ten Workweek - Notwithstanding the provisions of Section 5.1, there may be established a workweek comprising of four (4) consecutive workdays of ten (10) consecutive hours each workday exclusive of the meal period. Any established four/ten workweek shall provide for three (3) consecutive days off, one of which shall be a Saturday and/or a Sunday.
- 5.1.2                    Seven/Ten Workweek - Notwithstanding the provisions of Sections 5.1 or 5.1.1, there may be established a workweek comprising of seven (7) consecutive work days of ten (10) consecutive hours each exclusive of the meal period followed by seven (7) consecutive days off.
- 5.1.3                    Bid Postings - All newly established workweek schedules, position vacancies and shifts in the work unit shall be posted to bid within the work unit affected. Employees within the specific classification in the work unit for which the schedule or shift is being established shall be offered the opportunity to work such schedule or shift in seniority order amongst those within the work unit on a "first-right-of-refusal" basis. Absent adequate interest, the County shall assign all such remaining workweek schedules or shifts in reverse order of seniority amongst those employees within the effected classification (s) in the work unit. A "work unit" shall be defined as a maintenance unit or individual crew operating out of a central shop (i.e. tile crew, bridge crew, etc.).
- 5.2                      No employee shall have his workweek schedule altered for the purpose of avoiding the payment of overtime except as otherwise provided for herein. No employee shall be required to work on his scheduled day off in lieu of his scheduled workday. Nothing herein shall be construed so as to mean that any employee shall receive overtime pay for Saturday or Sunday work unless such work is performed according to Article VI. The County may change an employees work schedule to avoid the payment of overtime when an employee changes from one work schedule to another (i.e. 5/8, 4/10, 7/10).
- 5.3                      First Shift - An employee assigned to work on a shift which begins between the hours of 6:00 A.M. and 11:59 A.M. shall be considered to be on first shift. Eight (8) hours of continuous employment exclusive of the meal period shall constitute a full shift for each day of a five/eight hour day work schedule; or ten (10) hours of continuous employment exclusive of the meal period shall constitute a full shift for each day of a four/ten hour day work schedule or seven/ten hour day work schedule. The pay for such full shift shall be eight (8) or ten (10) times the employee's regular hourly rate of pay as set forth within the appropriate Appendix, whichever is applicable.
- 5.3.1                    Second Shift - An employee assigned to work on a shift which begins between the hours of 12:00 P.M. and 8:59 P.M. shall be considered to be on second shift. Eight (8) hours of continuous employment exclusive of the meal period shall constitute a full shift for each day of a five/eight hour day work schedule; or ten (10) hours of continuous employment exclusive of the meal period shall constitute a full shift for each day of a four/ten hour day work schedule or seven/ten hour day work schedule. The pay for such full shift shall be eight (8) or ten (10) times the employee's regular hourly rate of pay as set forth within the appropriate Appendix, whichever is applicable, plus ten percent (10%).
- 5.3.2                    Third Shift - An employee assigned to work on a shift which begins between the hours of 9:00 P.M. and 5:59 A.M. shall be considered to be on third shift. Eight (8) hours of

continuous employment exclusive of the meal period shall constitute a full shift for each day of a five/eight hour day work schedule; or ten (10) hours of continuous employment exclusive of the meal period shall constitute a full shift for each day of a four/ten hour day work schedule or seven/ten hour day work schedule. The pay for such full shift shall be eight (8) or ten (10) times the employee's regular hourly rate of pay as set forth within the appropriate Appendix, whichever is applicable, plus fifteen percent (15%).

- 5.4 Schedules - The supervisors and foremen may change the scheduled hours and provide special schedules for special operations, such as snow removal, flood control, and sanding operations, and other special schedules such as watchmen or other personnel on special activities.
- 5.5 Special Schedules And Shift Changes - Normally at least eight (8) hours advance notice shall be given the employee prior to the commencement of a special schedule or shift change, except in the case where snow removal, flood control, or sanding operations may be anticipated, in which case an "Alert" status advance warning shall be sufficient.
- 5.6 A Labor/Management Committee comprised of an equal number of participants from the Unions and the County shall be established to formulate specific rules and procedures to be followed in administering the provisions of Sections 5.1.3, E.3 and F.3. This Labor/Management Committee shall meet no later than thirty (30) calendar days following the signature date of this Agreement for purposes set forth herein.

#### ARTICLE VI OVERTIME AND PREMIUMS

- 6.1 Overtime - Employees on a five (5) day schedule shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for time worked in excess of eight (8) hours per day or forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to the holiday pay). Employees on a four-ten hour day schedule shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for time worked in excess of ten (10) hours per day or forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to the holiday pay). Effective January 1, 1993, employees on a seven/ten hour day work schedule as provided for within Section 5.1.2, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for time worked in excess of ten (10) hours per day or seventy (70) hours in any fourteen (14) day period.
- 6.1.1 Notwithstanding the provisions of Section 6.1, hours worked by an employee on a seven/ten hour day work schedule which involve bonafide training sessions, safety meetings and/or other activities agreed upon between the Union and the County which occur in excess of ten (10) hours per day or seventy (70) hours in any fourteen (14) day period shall be compensated for at the employee's straight time rate of pay up to a maximum of ten hours in any one fourteen (14) day work schedule.
- 6.1.2 Scheduled overtime work shall be offered to regular full-time employees prior to all other employees except in those instances where regular full-time employees are not readily available.
- 6.2 Compensatory Time Off - There shall be no practice of compensatory time off except by written mutual agreement between the employee and the Employer. In accordance with State Law all requests for compensatory time off in lieu of cash payment for overtime must be initiated by the employee. Compensatory time off in lieu of monetary compensation shall be earned at the rate of one and one-half (1-1/2) hours of compensatory time off for each hour of overtime worked.
- 6.3 All overtime shall be authorized in advance by the Department Head or his designee in writing, except in emergencies. Saturday and Sunday work shall not be considered overtime when it is a regularly scheduled workday for the individual crew.

- 6.4 Callout Premium - A minimum of four (4) hours at the overtime rate shall be paid for each callout. Where such overtime exceeds four (4) hours, the actual hours worked shall be allowed at the overtime rate.
- 6.4.1 A "callout" shall be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to his normally scheduled reporting time. An employee who is called out before the commencement of his regular work shift shall be compensated in accordance with the provisions of Section 6.4; provided however, in the event he is called back to work within four (4) hours of his regular work shift, he shall be compensated at one and one-half (1-1/2) times his regular hourly rate of pay for only those hours immediately preceding the start of his regular work shift.
- 6.5 Emergency Work Premium - Emergency work at other than the normal scheduled working hours, or special scheduled working hours not enumerated in Articles V or VI shall be credited as such, and shall be compensated as overtime. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his regular shift, his regular shift shall be compensated at his regular hourly rate of pay.
- 6.6 Standby Premium - Employees assigned to Standby status on non-duty days, by written authority of the Division Manager or designee, shall be entitled to four (4) hours pay at the overtime rate for each twenty-four (24) hour period or major portion thereof while on Standby status. Any work performed on non-duty days while on Standby status shall be compensated at the overtime rate for actual time worked. An employee who is required in writing to be readily available to be called into work and/or who is required to wear a "beeper" outside of his regular work hours shall be considered to be on Standby status.

ARTICLE VII                      HOLIDAYS

7.1 All regular full-time employees except those on a seven-ten hour day work schedule shall be granted the following holidays with pay:

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

and any day designated by public proclamation of the Chief Executive of the State as a legal holiday.

- 7.1.1 Regular part-time employees shall be granted each of the holidays with pay as provided for within Sections 7.1 and 7.4 in proportion to the relationship their basic work week bears to forty (40) hours.
- 7.2 Whenever a holiday occurs during a regular full-time or regular part-time employee's regularly scheduled day off, such employee shall receive compensation for the holiday on the basis of eight (8) hours of the employee's straight-time hourly rate of pay; provided however, a regular full-time or regular part-time employee working a four/ten work schedule shall receive compensation for the holiday on the basis of ten (10) hours of the employee's straight-time hourly rate of pay.
- 7.2.1 Employees on a four/ten hour day work schedule shall have two (2) hours compensation deducted from their accrued vacation leave upon being compensated ten (10) hours for each holiday identified within Section 7.1.



- 7.3 All employees who perform work on a holiday except those on a seven/ten hour day work schedule shall be paid for such work at one and one-half (1-1/2) times the employee's regular hourly rate of pay in addition to the regular holiday pay as provided for within Section 7.2.
- 7.4 All regular full-time and regular part-time employees, other than those working on a seven/ten hour day work schedule, shall receive two (2) additional personal holidays (16 hours) to be administered through the vacation plan. These two (2) holidays (16 hours) shall be added to accrued vacation in November of each year. These days shall be used in the same manner as any vacation day earned.
- 7.5 Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.
- 7.6 Holidays paid for but not worked shall be recognized as time worked for the purpose of determining weekly overtime.
- 7.7 Employees on a seven/ten hour day work schedule shall not be entitled to holidays and holiday pay as provided for within Sections 7.1, 7.2, 7.3 and 7.4; provided however, in lieu thereof such employees shall receive New Years Day (January 1st), Thanksgiving Day (4th Thursday in November), and Christmas Day (December 25th) as holidays off work without a reduction in pay.
- 7.7.1 Employees on a seven/ten hour day work schedule who perform work on any of the three (3) holidays provided for within Section 7.7 shall be compensated for such work at one and one-half (1-1/2) times the employee's regular hourly rate of pay in addition to the regular holiday pay also provided for within Section 7.7.
- 7.8 Regular full-time and regular part-time employees shall receive no more than a maximum of ninety-six (96) hours of holiday pay in any one calendar year.
- 7.9 Temporary employees shall not receive holiday pay.

ARTICLE VIII                      VACATIONS

8.1 Regular full-time employees shall receive vacation benefits as indicated in the following table:

<u>Years of Continuous Service</u>	<u>Monthly Vacation Credit</u>	<u>Equivalent Annual Vacation Credit</u>	<u>Maximum Vacation Accumulation Allowed</u>
Upon completion of one (1) year of service		(80 hrs.)	
More than one (1) but less than three (3) years of continuous service	(6.66 hrs.)	(80 hrs.)	(160 hrs.)
Less than twelve (12) years of continuous service. More than three years of continuous service	(10 hrs.)	(120 hrs.)	(240 hrs.)

<u>Years of Continuous Service</u>	<u>Monthly Vacation Credit</u>	<u>Equivalent Annual Vacation Credit</u>	<u>Maximum Vacation Accumulation Allowed</u>
Twelve (12) years or more of continuous service and over	(13.33 hrs.)	(160 hrs.)	(320 hrs.)

- 8.1.1 Regular part-time employees shall receive vacation benefits as provided for within Section 8.1 in proportion to the relationship their basic workweek bears to forty (40) hours.
- 8.1.2 Temporary employees shall not accrue vacation leave.
- 8.2 Vacation accrual shall date from the first of the month following the month in which the employee commenced such continuous service. If such commencement date was the first working day of the month, the year of service for vacation purposes shall date from the first of the month in which the service began.
- 8.3 After six (6) months of full-time service a regular employee may, at the Department Director's discretion, be permitted to use up to one-half (1/2) of the accruing vacation (40 hours) as an essential extension of used sick leave. If an employee does not work a full twelve (12) months, any vacation credit used for sick leave must be reimbursed to the County upon termination.
- 8.4 The Department Director shall be responsible for scheduling the vacation of employees in such a manner as to achieve the most efficient functioning of the department. No employee shall be permitted to work for compensation for the County in any capacity during the time of paid vacation from the County service.
- 8.5 Any employee separating from County service who has not taken his earned vacation, if any, shall receive the hourly equivalent of his salary for each hour of earned vacation based upon the rate of pay in effect for such employee on the last day he actually worked; provided however, employees who are hired on or after January 1, 1985, who are eligible for participation in the Public Employee's Retirement System Plan I, shall not be compensated for more than two hundred forty (240) hours of accrued vacation at the time of retirement. For employees hired on or after January 1, 1985, vacation hours accrued in excess of two hundred forty (240) must be used prior to the employee's date of retirement or such excess hours shall be lost. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by State Law.
- 8.6 Transfer Of Vacation Hours - A regular full-time or regular part-time employee who has completed at least one year of service, may transfer a portion of his accrued vacation to a regular full-time or regular part-time employee of an equal or lesser hourly rate of pay who has completed at least one year of service, upon written request to and approval of the transferring and receiving employee's department director(s). Vacation hour transfers shall be strictly voluntary. Employees are prohibited from offering or receiving monetary or any other compensation in exchange for transferring vacation hours.
- 8.6.1 Vacation hour transfers shall be in twenty-five (25) hour increments. The number of hours transferred shall not exceed the transferring employee's accrued vacation credit as of the date of the request. No transfer of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his maximum vacation accrual.

- 8.6.2 Transferred vacation hours must be used within ninety (90) calendar days following the date of the transfer. Transferred vacation hours shall be excluded from vacation payoff provisions contained in K.C.C.3.12.190 (E and G). For purposes of this Section, the first hours used shall be accrued vacation hours.

ARTICLE IX                      SICK LEAVE

- 9.1 Regular full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each month in County service, except that no employee shall earn sick leave credit during a calendar month in which he is absent without authorization or in which he is absent without pay more than three (3) working days.
- 9.2 Regular part-time employees shall accrue sick leave with pay in proportion to the relationship his basic workweek bears to forty (40) hours. No such employee shall earn sick leave credit during a calendar month in which he is absent without pay more than fifteen percent (15%) of the regularly scheduled working hours for the position.
- 9.3 Temporary employees shall not accrue sick leave.
- 9.4 Sick leave may be applied to absence caused by illness or injury of an employee. Sick leave may be used for medical, dental, or ocular appointments when absence during working hours for this purpose is authorized by the Department Head. In any instance involving use of a fraction of a day of sick leave, the minimum charge to the employee's sick leave account shall be one (1) hour. The Department Head shall be responsible for control or abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the appointing authority.
- 9.5 An employee who enters the service of the County as a regular employee shall begin earning sick leave dating from the first of the month following the month in which the employee commenced continuous service, unless such commencement date was the first working day of a month, in which case, the first day of sick leave accrual shall date from the first of the month in which the service began.
- 9.6 Bereavement Leave and Family Care - A regular full-time employee shall be entitled to three (3) eight (8) hour working days of bereavement leave a year due to death of a member of his "immediate family".
- 9.6.1 A regular full-time employee who has exhausted his bereavement leave shall be entitled to use sick leave in the amount of three (3) eight (8) hour days for each instance when death occurs to a member of the employee's "immediate family". Three (3) eight (8) hour sick leave days of absence from the job may be granted to an employee who is required to care for a member of his immediate family who is seriously ill. In cases of family care where no sick leave benefit exists, the employee may be granted leave without pay. In the application of any of the foregoing provisions, when a holiday or regular day off falls within the prescribed period of absence, it shall not be charged.
- 9.7 Sick leave shall not be used in lieu of vacation, but vacation or compensatory time off may be used in lieu of sick leave after accrued sick leave has been exhausted.
- 9.8 No County employee shall be entitled to sick leave while absent from duty due to the following causes:
- Disability arising from any sickness or injury purposely inflicted or caused by willful misconduct.
  - Sickness or disability sustained while on leave of absence without pay.
  - Inability to properly perform required duties because of intemperance or intoxication (not to be construed as alcoholism).

- 9.9 Termination of an employee's continuous service except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination. Should the employee resign in good standing and return to County employment within one (1) year, he shall have his accrued sick leave restored. No payment shall be made to any employee for unused sick leave accumulated to his credit at the time of termination of employment, regardless of the reason therefore, except as provided for in Section 9.14. The date of termination of employment shall be considered as the date certified by the Department Head as the last day worked and shall not include the equivalent time involved in any overtime or vacation payoff made at the time of termination. The provisions of this rule include termination of service by death.
- 9.10 For purposes of this Article, a member of the "immediate family" shall be construed to mean a person related by blood or marriage or legal adoption as follows: grandmother, grandfather, mother, mother-in-law, father, father-in-law, wife, husband, daughter, son, sister or brother of the employee, or any relative continually living in the employee's household. Other distant relatives who have resided in the home for at least one (1) year shall also be construed as being members of the "immediate family."
- 9.11 Hospitalization of a member of the "immediate family" is a valid reason for sick leave under the following conditions:
- Up to one (1) day of absence may be authorized for an employee to be at the hospital on the day of an operation, on the day of the birth of his child, or
  - In the event of critical illness of a member of the "immediate family".
- 9.12 Sick leave resulting from an employee's physical incapacity shall not be approved when the injury or illness is directly traceable to employment other than with the County.
- 9.13 Employees who must use sick leave as a result of alcoholism must produce proof of seeking and receiving treatment for alcoholism in a recognized and approved alcoholic treatment center. The County reserves the right to specify the alcoholic treatment center.
- 9.14 The County shall reimburse those employees who have at least five (5) years of service and retire as a result of length of service or who terminate by death, twenty-five percent (25%) of their unused, accumulated sick leave to maximum of thirty (30) days. All payments shall be made in cash, based upon the employee's base rate of pay, and there shall be no deferred sick leave payment.
- 9.15 Donation Of Sick Leave Hours - A regular full-time or regular part-time employee may donate a portion of his accrued sick leave to a regular full-time or regular part-time employee of an equal or lesser hourly rate of pay who has completed at least six (6) months of service, upon written notice to the transferring and receiving employee's department director(s). Sick leave hour donations shall be strictly voluntary. Employees are prohibited from offering or receiving monetary or any other compensation in exchange for donating sick leave hours.
- 9.15.1 Sick leave hour donations shall be in increments of five (5) hours. No donation shall be permitted unless the donating employee's sick leave accrual balance immediately subsequent to the donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25) hours in a calendar year.
- 9.15.2 Donated sick leave hours must be used within ninety (90) calendar days. Donated sick leave hours shall be exempt from sick leave payoff provisions contained in K.C.C.3.12.220 (J), and sick leave restoration provisions contained in K.C.C.3.12.220 (G). For purposes of this Section the first hours used shall be accrued sick leave hours.

ARTICLE X SENIORITY

- 10.1 Employees shall be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.
- 10.2 An employee shall be recognized as having attained seniority status when such employee shall have completed a probation period of six (6) consecutive months in a classification covered by this Agreement. Upon completion of the employee's probation period he shall be assigned a classification seniority date which shall be the date when he first commenced his six (6) month probation for that classification.
- 10.2.1 In the event an employee is laid off during his six (6) month probation period and is subsequently recalled to perform bargaining unit work within ninety (90) calendar days from the employee's date of layoff; he shall then be credited with all days previously worked for purposes of satisfying his six (6) month probation status and establishing his resultant classification seniority date.
- 10.2.2 Employees shall continue to accrue seniority during an absence caused by industrial disability. An employee who is unable to work because of a non-work related injury or illness shall not accumulate seniority during such absence of thirty (30) calendar days or longer after that absence exceeds his service credits relative to sick leave and vacation benefits.
- 10.2.3 Employees on an approved leave of absence of thirty (30) calendar days or longer without pay shall not accumulate seniority credits during such absence.
- 10.2.4 When an employee is, or has been promoted or transferred from the bargaining unit to another job so as to be excluded from coverage by this Agreement, such employee may be returned to the unit by the County and he shall resume his seniority which he had as of the date of promotion or transfer; provided however, in the event any such employee remains outside of the bargaining unit for a period exceeding twelve (12) months, he shall not have his Bargaining Unit Seniority restored upon his return to the bargaining unit.
- 10.3 Seniority shall be defined as follows:
- "Classification Seniority" shall be defined as an employee's total length of service within a given classification covered by this Agreement.
  - "Divisional Seniority" shall be defined as an employee's total length of service within a Division of a Department covered by this Agreement. "Division" shall be defined as the Facilities Division (in the Executive Administration Department); and the Parks Division (in the Parks, Planning & Resources Department); and the Airport Division, the Fleet Division, the County Division of the Seattle/King County Department of Public Health, the Roads Division, the Solid Waste Division; and the Surface Water Division (in the Public Works Department).
  - "Departmental Seniority" shall be defined as an employee's total length of service within a Department. "Department" shall be defined as the Executive Administration Department; and the Parks, Planning & Resources Department; and the Public Works Department; and the Seattle/King County Department of Public Health.
  - "Bargaining Unit Seniority" shall be defined as an employee's total length of service within a classification(s) covered by this Agreement.
  - "County Seniority" shall be defined as an employee's total length of service with the County in a career service position.

- 10.4 Seniority rights shall be forfeited for either of the following causes:
- Discharge for just cause.
  - Resignation; provided however, in the event an employee who has completed his six (6) month probation period is rehired to a classification covered by this Agreement within twelve (12) months from the date of his termination or resignation, that employee shall then be credited with all his seniority credits previously existing on his last day worked.
- 10.5 Reduction in Work Force Procedure - In the event of a reduction-in-force, the County shall layoff the employee in the classification affected who has the least Classification Seniority within his Division. Prior to any layoff, all temporary and probationary employees in the classification within the affected Division of the Department shall be laid off first.
- 10.5.1 Where two (2) or more employees have the same Classification Seniority, the employee amongst them who has the most Divisional Seniority shall be considered to be the more senior.
- 10.5.2 Where two (2) or more employees have the same Classification Seniority and the same Divisional Seniority, the employee amongst them who has the most Departmental Seniority shall be considered to be the more senior.
- 10.5.3 Where two (2) or more employees have the same Classification Seniority and the same Divisional Seniority and the same Departmental Seniority, the employee amongst them who has the most Bargaining Unit Seniority shall be considered to be the most senior.
- 10.5.4 Where two (2) or more employees have the same Classification Seniority and the same Divisional Seniority and the same Departmental Seniority and the same Bargaining Unit Seniority, the employee amongst them with the most County Seniority shall be considered to be the more senior.
- 10.6 Bumping Rights - An employee who becomes displaced due to a reduction-in-force, shall be permitted to use his classification seniority to displace or "bump out" a less senior employee occupying his same classification or he shall be permitted to use his bargaining unit seniority to displace or "bump out" a less senior employee occupying a classification within which the bumping employee had previously attained seniority status; provided however, employees in the Parks Division, who were in a classification covered by this Agreement prior to January 1, 1992, shall be grandfathered into their classification and shall not be subjected to or able to exercise the bumping rights provided for within this Section.
- 10.6.1 An employee who becomes displaced due to another employee's exercise of Section 10.6, (or this Section 10.6.1), shall also be afforded the right to displace or "bump out" a less senior employee in a similar manner.
- 10.7 Recall from Layoff - Employees displaced due to a reduction-in-force shall be recalled in the inverse order of layoff; namely, those laid off last shall be recalled first subject to their ability to perform the work for which they were recalled.
- 10.8 Seniority Lists - Seniority lists established in accordance with the provisions of this Article, shall be mailed by the County to each Union party to this Agreement and shall be posted in the applicable work areas twice each year.

ARTICLE XI MEDICAL, DENTAL AND LIFE PLAN

- 11.1 The County shall maintain the current level of benefits under its medical, dental, vision and life insurance programs during the life of this Agreement except as may be otherwise provided for in Sections 11.3 and/or 11.4.

- 11.2 A newly hired regular employee shall be eligible for receipt of all benefits under the County's medical, vision and life insurance programs on the first day of the month following completion of three (3) months of continuous employment. A newly hired regular employee shall be eligible for receipt of all benefits under the County's dental insurance program on the first day of the month following completion of six (6) months of continuous employment.
- 11.3 The County shall pay an amount per month for each employee who opts to take the Group Health Cooperative Medical Plan in lieu of the County's existing Self-Funded Medical Insurance Program as is determined by the Joint Labor Management Insurance Committee.
- 11.4 There shall be established a Joint Labor Management Insurance Committee comprised of an equal number of representatives from the County and the Labor Union Coalition whose function shall be to review, study and make recommendations relative to existing medical, dental and life insurance programs, The Employer and the Union shall implement any changes in employee insurance benefits which result from any agreement of the Joint Labor Management Insurance Committee.
- 11.5 The County shall continue to provide medical insurance coverage at no cost 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 six (6) 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.

ARTICLE XII MISCELLANEOUS

- 12.1 An employee elected or appointed to office in a Union party to this Agreement which requires a part or all of his time shall be given leave of absence up to one (1) year without pay upon application.
- 12.2 All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by County Ordinance.
- 12.3 All County Road and River Improvement employees shall be allowed pay from time of reporting to a designated headquarters and shall end when the employee returns from the field to such headquarters.
- 12.4 The County shall provide rain gear for all employees working in inclement weather as needed.

ARTICLE XIII MANAGEMENT RIGHTS

- 13.1 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.
- 13.2 The County shall have the right to schedule overtime work as required and consistent with requirements of public employment.
- 13.3 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- 13.4 The County reserves the right to discipline and discharge for just cause.
- 13.5 The County reserves the right to layoff personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the County; or when such continuation of work would be wasteful and unproductive.
- 13.6 The County shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

13.7 No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging the following management responsibilities:

- The responsibility of the Office of Human Resource Management for determining classification, status and tenure of employees, establishing rules, initiating promotion and disciplinary actions and certifying payrolls.
- The responsibility of Department Heads governed by Charter provisions, Ordinances, and Administrative Guidelines for Career Service Employees which include, but are not limited to the following:
  - To suspend, demote, discharge, or take other disciplinary action against employees for just cause;
  - To relieve employees from duties because of lack of work, lack of funds, or for disciplinary reasons;
  - To determine methods, means, and employees necessary for departmental operations;
  - To control the departmental budget; and
  - To take whatever actions are necessary in emergencies in order to assure the proper functioning of the department.

13.8 Nothing in this Agreement shall be construed to delete, add, or restrict any provision of the King County Charter. Any provision or part thereto of this Agreement shall be void if found to be in conflict with the King County Charter.

13.9 The County shall not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this Agreement.

#### ARTICLE XIV                      GRIEVANCE PROCEDURE

14.1 The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union shall extend every effort to settle grievances at the lowest possible level of supervision.

14.2 Employees shall be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

14.3 A grievance shall be defined as an issue relating to the interpretation and application of rights, benefits, or conditions of employment as contained in this Agreement.

14.4 The Union shall not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union shall be the exclusive representative of the employee.

14.5 Employees, whether Union members or not, shall have no independent unilateral privilege or right to invoke the grievance procedure.

14.6 The disposition and/or settlement of any grievance or other matter in dispute as determined by and between the Union and the County shall be final and binding upon all parties to the dispute.



- 14.7 STEP 1 - A grievance shall be verbally presented by the aggrieved employee or the Union within ten (10) calendar days of the occurrence of such grievance to the employee's immediate Supervisor. The immediate Supervisor shall gain all relevant facts, discuss the same with the Division Manager, and attempt to adjust the matter and notify the employee within seven (7) calendar days after receipt of the grievance.
- 14.8 STEP 2 - If the grievance has not been satisfactorily resolved, the employee and the Union representative shall reduce the grievance to writing, outlining the facts as they are understood, the Section of the Agreement allegedly violated and the remedy sought. The written grievance shall then be presented to the Department Director for investigation, discussion and written reply. The Department Director shall make a written decision available to the aggrieved employee and the Union within fifteen (15) calendar days.
- 14.9 STEP 3 - If the decision of the Department Director has not resolved the grievance to the satisfaction of the Union, the grievance shall be presented to a joint committee of equal representation from the Union and the County with a maximum of two (2) for each side. This committee shall attempt to resolve the grievance within fifteen (15) calendar days.
- 14.10 STEP 4 - Should this committee be unable to resolve the grievance, either the County or the Union may request arbitration specifying the exact question which it wishes to be arbitrated, the Section of the Agreement violated and the remedy sought provided such request has been initiated within ninety (90) calendar days from the date the grievance was brought to the attention of the employee's immediate Supervisor provided for in Step 1. The committee shall then select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator shall be selected from a panel of seven (7) names furnished by the American Arbitration Association. The arbitrator shall be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. The remaining name shall serve as the arbitrator. The arbitrator, under voluntary labor arbitration rules of the American Arbitration Association, shall be asked to render a decision promptly and the decision of the arbitrator shall be final and binding upon all parties to the dispute.
- 14.11 The arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but shall have the power only to apply and interpret the provisions of this Agreement in reaching a decision.
- 14.12 The arbitrator's fee and expenses shall be borne equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, shall be borne equally by the County and the Union. Each party shall bear the cost of any witnesses appearing on its own behalf.

ARTICLE XV WORK STOPPAGES AND EMPLOYER PROTECTION

- 15.1 The County, the Council, and the Unions 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 Unions shall 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 shall take appropriate steps to end such interference. Any concerted action by any employee in any bargaining unit shall 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 shall be considered as an automatic resignation. Such a resignation may be rescinded by the department head if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his automatic resignation became effective.

15.2 Upon notification in writing by the County to the Council and the Union that any of its members are engaged in a work stoppage, the Council and the Union shall 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 shall publicly order such Union members to cease engaging in such work stoppage.

15.3 Any employee participating in such work stoppage or in other ways committing an act prohibited in this Article shall 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.

ARTICLE XVI WAIVER CLAUSE

16.1 The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth within this Agreement. Therefore, the County and the Unions for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

16.2 All letters, agreements and understandings in effect prior to the effective date of this Agreement are deemed null and void as of the effective date of this Agreement.

ARTICLE XVII SAVINGS CLAUSE

17.1 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions hereof; provided however, upon such invalidation the parties shall meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XVIII DURATION

18.1 This Agreement and each of its provisions shall become effective January 1, 1992 and shall continue in full force and effect through December 31, 1994.

18.2 During the life of this Agreement the County and the Joint Crafts Council may, upon mutual agreement, open Articles VIII and IX for purposes of negotiating a General Leave Plan.

JOINT CRAFTS COUNCIL  
(Construction Crafts)

COUNTY OF KING, WASHINGTON

By  By  
JON L. RABINE, President

  
TIM HILL, King County Executive

Date 05-05-92

Date 5/22/92

THE UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the County of King, Washington, and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By Ronald C. Rount  
District Council of Carpenters of Seattle, King County and Vicinity

By Arthur B. South  
International Association of Machinist & Aerospace Workers District No. 160, Hope Lodge No. 289

By Robert S. Lovell  
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

By E. Dimico  
International Brotherhood of Electrical Workers Local No. 46

By John A. Williams  
International Brotherhood of Teamsters Local No. 117

By James B. Johnson  
International Union of Operating Engineers Local No. 302

By Robert M. ...  
Painters District Council No. 5

By Robert F. ...  
United Association of Plumbers & Pipefitters Local No. 32



APPENDIX "A"

## DISTRICT COUNCIL OF CARPENTERS OF SEATTLE, KING COUNTY AND VICINITY

This APPENDIX is supplemental to the AGREEMENT by and between the County of King, Washington, hereinafter referred to as the County and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the District Council of Carpenters of Seattle, King County and Vicinity, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply to those classifications as identified and set forth herein.

- A.1 Effective January 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6101	Carpenter I	\$13.74	\$14.43	\$15.88	\$17.46
6103	Carpenter II	15.11	15.87	17.45	19.20

- A.1.1 Effective with the beginning of the first full pay period following April 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6101	Carpenter I	\$13.98	\$14.67	\$16.15	\$17.76
6103	Carpenter II	15.37	16.14	17.75	19.53

- A.2 Tool Allowance - Effective, January 1, 1992, the County shall provide each employee at the County's airport facility who is required to provide tools as a condition of his employment, a tool allowance of two hundred fifty dollars (\$250.00).



APPENDIX "B"

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS DISTRICT NO. 160, HOPE LODGE NO. 289

This APPENDIX is supplemental to the AGREEMENT by and between the County of King, Washington, hereinafter referred to as the County, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Association of Machinist & Aerospace Workers, Hope Lodge No. 289, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply to those classifications as identified and set forth herein.

B.1 Effective January 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6127	Machinist	\$13.95	\$14.65	\$16.12	\$17.72
6132	Heavy Duty Mechanic	13.95	14.65	16.12	17.72
6133	Auto Machinist I	13.95	14.65	16.12	17.72
6137	Auto Body Repair Specialist	13.95	14.65	16.12	17.72
6135	Auto Machinist II	14.65	15.38	16.92	18.61

B.1.1 Effective with the beginning of the first full pay period following April 01, 1992, the classifications of work and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6127	Machinist	\$14.19	\$14.90	\$16.39	\$18.03
6132	Heavy Duty Machinist	14.19	14.90	16.39	18.03
6133	Auto Machinist I	14.19	14.90	16.39	18.03
6137	Auto Body Repair Specialist	14.19	14.90	16.39	18.03
6135	Auto Machinist II	14.90	15.64	17.20	18.92

B.2 Tool Allowance - Effective, January 01, 1992, the County shall provide each employee who is required to provide tools as a condition of his employment, a tool allowance of two hundred fifty dollars (\$250.00).

B.2.1 The Union and the County shall meet and confer on repair of employee-owned power tools.

B.3 Employees within a Division of a Department shall be afforded the right to fill open positions in their division on a first right of refusal basis by seniority amongst those working within the Division, provided they are capable of performing the duties of the open position.

B.4 The Union and the County shall meet and confer on matters relating to a four/ten hour day work schedule.





APPENDIX "C"

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS LODGE NO. 104.

This APPENDIX is supplemental to the AGREEMENT by and between the County of King, Washington, hereinafter referred to as the County, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply to those classifications as identified and set forth herein.

C.1 Effective January 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6125	Welder I	\$14.49	\$15.21	\$16.74	\$19.10
	Welder II	15.21	15.97	17.58	20.05

C.1.1 Effective with the beginning of the first full pay period following April 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6125	Welder I	\$14.74	\$15.47	\$17.02	\$19.42
	Welder II	15.47	16.24	17.88	20.39



APPENDIX "D"

## INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL NO. 46

This APPENDIX is supplemental to the AGREEMENT by and between the County of King, Washington, hereinafter referred to as the County, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood of Electrical Workers, Local No. 46, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply to those classifications as identified and set forth herein.

- D.1 Effective January 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6121	Electrician I	\$18.77	\$21.42	\$21.42	\$21.42
6123	Electrician II	20.46	23.35	23.35	23.35
6147	Electrician Technician	15.06	15.81	17.39	19.13
6122	Electrician Helper	11.04	11.58	12.76	13.89

- D.1.1 Effective with the beginning of the first full pay period following April 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6121	Electrician I	\$18.77	\$21.42	\$21.42	\$21.42
6123	Electrician II	20.46	23.35	23.35	23.35
6147	Electrician Technician	15.32	16.08	17.61	19.46
6122	Electrician Helper	11.22	11.77	12.91	14.13

- D.2 Effective January 01, 1993, the rates of pay set forth within Section D.1.1 of this Appendix shall be increased by fifty percent (50%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September, 1991 to September, 1992; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor. The resulting percentage increase shall be rounded to the nearest tenth of a percent.

- D.3 Effective January 01, 1994, the rates of pay set forth within Section D.1.1 of this Appendix as further amended by Section D.2 shall be increased by fifty percent (50%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September, 1992 to September 1993; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor. The resulting percentage increase shall be rounded to the nearest tenth of a percent.



APPENDIX "E"

## INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL NO. 117

This APPENDIX is supplemental to the AGREEMENT by and between the County of King, Washington, hereinafter referred to as the County, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Brotherhood of Teamsters Local No. 117, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply to those classifications as identified and set forth herein.

- E.1 Effective January 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6001	Utility Worker	\$11.04	\$11.58	\$12.76	\$14.55
6005	Utility Worker Lead	13.68	14.36	15.79	17.38
6007	Airport Maintenance Worker	11.29	11.84	13.03	14.88
6021	Garage Service (Outside)	13.14	13.81	15.18	17.34

- E.1.1 Effective with the beginning of the first full pay period following April 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6001	Utility Worker	\$11.22	\$11.78	\$12.97	\$14.80
6005	Utility Worker Lead	14.19	14.90	16.39	18.03
6007	Airport Maintenance Worker	11.48	12.05	13.25	15.13
6021	Garage Service (Outside)	13.36	14.04	15.44	17.63
	Summer Help (1st year)	7.75			
	(2nd year)	8.25			
	(3rd year)	8.75			

- E.2 Employees assigned on a temporary basis in writing by proper authority to assume the duties of an employee in a higher classification, shall be compensated at a first pay STEP of the higher classification or five percent (5%) whichever is higher for all time so spent.

- E.2.1 To qualify for the higher compensation the employee shall be notified in writing by proper authority. Employees assuming the duties of a higher classification without prior written authority shall not be eligible to receive any additional compensation.

- E.2.2 Effective January 01, 1993, the Utility Worker Lead position shall be placed at a rate of pay that is five percent (5%) above the Equipment Operator rate.

- E.3 Position Opening, Work Site Location, and/or Days Off Assignments - Classification seniority shall be one of the primary factors, but not the sole or exclusive factor in determining assignments to work site locations, and/or days off; provided however, the employee must have previously submitted a written notification to the Department Director or his designee indicating his interest in attaining the worksite location, and/or days off; and provided further, the employee must be capable of performing the work required. Crew experience mix shall be recognized as an appropriate criteria in determining such assignments. In determining assignments to position openings, seniority shall be given due consideration; provided however, the employee must have previously submitted a written notification to the Department Director or his designee indicating his

interest in attaining the position; and provided further, the employee must be capable of performing the work required.

- E.3.1 In the event a dispute should develop regarding the proper interpretation and/or administration of Section E.3, as it relates to position openings such dispute shall be adjudicated exclusively by a Labor/Management Seniority Disputes Board comprised of four (4) persons; two (2) selected by the County and two (2) selected by the Council. Such Board upon hearing the dispute shall issue a majority decision which shall be final and binding upon all parties.
- E.4 Utility Worker Lead Callout Premium and Utility Worker Lead Vehicles - Notwithstanding the provisions of Section 6.4, Utility Worker Leads shall 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 worksite upon completion of his workshift. The County shall continue the practice of Utility Worker Leads taking County vehicles to their residence upon completion of their work shift when the Department determines that it is necessary; provided however, the County shall retain exclusive right to assign vehicles to Utility Worker Leads and/or to revoke such assignment at its exclusive discretion upon thirty (30) days notice.
- E.4.1 In the event the County shall should elect to revoke its practice of Utility Worker Leads taking County vehicles to their residence upon completion of their work shift, such Utility Worker Lead(s) shall be compensated for any callout at the four (4) hour minimum rate provided for within Section 6.4.
- E.4.2 Notwithstanding any provision to the contrary as may be contained within Section 3.2, the Union dues for temporary employees shall be one point three two percent (1.32%) of the employees base pay.

APPENDIX "F"

## INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 302

This APPENDIX is supplemental to the AGREEMENT by and between the County of King, Washington, hereinafter referred to as the County, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the International Union of Operating Engineers Local No. 302, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply to those classifications as identified and set forth herein.

F.1 Effective January 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6047	Equipment Operator	\$13.95	\$14.65	\$16.12	\$17.72
6021	Oiler Equipment Service	13.14	13.81	15.18	17.34
6113	Pump Plant Operator	13.26	13.93	15.32	17.49
6114	Spray Technician	13.40	14.07	15.48	17.67
6180	Waste Water Treatment Operator I	13.22	13.91	15.30	16.82
6186	Landfill Gas Operator	13.22	13.91	15.30	16.82
6080	Senior Waste Water Treatment Operator	17.28	18.12	19.96	21.98
6185	Senior Landfill Gas Operator	17.28	18.12	19.96	21.98

F.1.1 Effective with the beginning of the first full pay period following April 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6047	Equipment Operator	\$14.19	\$14.90	\$16.39	\$18.03
6021	Oiler Equipment Service	13.36	14.04	15.44	17.63
6113	Pump Plant Operator	13.49	14.17	15.58	17.79
6114	Spray Technician	13.63	14.31	15.74	17.97
6180	Waste Water Treatment Operator I	13.44	14.15	15.56	17.11
6186	Landfill Gas Operator	13.44	14.15	15.56	17.11
6080	Senior Waste Water Treatment Operator	17.28	18.12	19.96	21.98
6185	Senior Landfill Gas Operator	17.28	18.12	19.96	21.98

F.2 Employees assigned on a temporary basis in writing by proper authority to assume the duties of a employee in a higher classification, shall be compensated at the first pay STEP of the higher classification or five percent (5%) whichever is higher for all time spent.

F.2.1 To qualify for the higher compensation the employee shall be notified in writing by proper authority. Employees assuming the duties of a higher classification without prior written authority shall not be eligible to receive any additional compensation.

F.3 Position Opening, Work Site Location, and/or Days Off Assignments - Classification seniority shall be one of the primary factors, but not the sole or exclusive factor in determining assignments to worksite locations, and/or days off; provided however, the employee must have previously submitted a written notification to the Department Director or his designee indicating his interest in attaining the worksite location, and/or days off; and provided further, the employee must be capable of performing the work required. Crew experience mix shall be recognized as an appropriate criteria in determining such assignments. In determining assignments to position openings, seniority shall be given due consideration; provided however, the employee must have previously submitted a written notification to the Department Director or his designee indicating his interest in attaining the position; and provided further, the employee must be capable of performing the work required.

F.3.1 In the event a dispute should develop regarding the proper interpretation and/or administration of Section F.3, as it relates to position openings such dispute shall be adjudicated exclusively by a Labor/Management Seniority Disputes Board comprised of four (4) persons; two (2) selected by the County and two (2) selected by the Council. Such Board upon hearing the dispute shall issue a majority decision which shall be final and binding upon all parties.



APPENDIX "G"

## PAINTERS DISTRICT COUNCIL NO. 5

This APPENDIX is supplemental to the AGREEMENT by and between the County of King, Washington, hereinafter referred to as the County, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the Painters District Council No. 5, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply to those classifications as identified and set forth herein.

- G.1 Effective January 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6107	Painter I	\$12.46	\$13.08	\$14.40	\$15.83
6109	Painter II	13.70	14.39	15.83	17.41

- G.1.1 Effective with the beginning of the first full pay period following April 01, 1992, the classifications of work and corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
6107	Painter I	\$12.68	\$13.31	\$14.64	\$16.10
6109	Painter II	13.94	14.63	16.10	17.70
6111	Sign Painter	13.31	13.98	15.37	16.91

- G.2 Effective January 01, 1993, the rates of pay set forth within Section G.1.1 of this Appendix shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September, 1991 to September, 1992, plus one and one-half percent (1-1/2%); provided however, said percentage increase shall not be less than three and one-half percent (3-1/2%) nor shall it exceed seven and one-half percent (7-1/2%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor. The resulting percentage increase shall be rounded to the nearest tenth of a percent.

- G.3 Effective January 01, 1994, the rates of pay set forth within G.1.1 of this Appendix as further amended by Section G.2 shall be increased by ninety percent (90%) of the percentage increase in the United States City Average Consumer Prices Index which occurs during the twelve (12) month period from September, 1992 to September, 1993 plus one and one-half percent (1-1/2%); provided however, said percentage increase shall not be less than three and one-half percent (3-1/2%) nor shall it exceed seven and one-half percent (7-1/2%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor. The resulting percentage increase shall be rounded to the nearest tenth of a percent.



APPENDIX "H"

UNITED ASSOCIATION, OF PLUMBERS & PIPEFITTERS LOCAL NO. 32

This APPENDIX is supplemental to the AGREEMENT by and between the County of King, Washington, hereinafter referred to as the County, and the Joint Crafts Council, hereinafter referred to as the Council, comprised of certain Unions including the United Association of Plumbers & Pipefitters Local No. 32, hereinafter referred to as the Union, for that period from January 01, 1992 through December 31, 1994. This APPENDIX shall apply to those classifications as identified and set forth herein.

H.1 Effective January 01, 1992, the classifications of work and the corresponding hourly rates of pay for each classification covered by this Appendix shall be as follows:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>
6117	Plumber I	\$18.57	\$20.86
6151	Steamfitter I	18.57	20.86
6119	Plumber II	19.76	22.51
6152	Steamfitter II	19.76	22.51
1653	Plumbing Inspector	18.63	20.49
1655	Plumbing Inspector Senior	19.07	20.98

H.2 Effective January 01, 1993, the rates of pay set forth within Section H.1.1 of this Appendix shall be increased by fifty percent (50%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September, 1991 to September, 1992; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor. The resulting percentage increase shall be rounded to the nearest tenth of a percent.

H.3 Effective January 01, 1994, the rates of pay set forth within Section H.1.1 of this Appendix as further amended by Section H.2 shall be increased by fifty percent (50%) of the percentage increase in the United States City Average Consumer Price Index which occurs during the twelve (12) month period from September, 1992 to September, 1993; provided however, said percentage increase shall not be less than two percent (2%) nor shall it exceed six percent (6%). The Index used shall be the Consumer Price Index for the Urban Wage Earners and Clerical Workers (CPI-W), All Items Revised Series (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor. The resulting percentage increase shall be rounded to the nearest tenth of a percent.

H.4 Leadworker Premium - Employees assigned on a temporary basis in writing by proper authority to assume the duties of a leadworker shall be compensated five percent (5%) above their base rate of pay.

H.4.1 To qualify for the higher classification the employee shall be notified in writing by proper authority. Employees assuming the duties of a higher classification without prior written authority shall not be eligible to receive any additional compensation.

H.5 Health Department Personnel - The following provisions shall apply exclusively to those employees covered by this Appendix who are employed within the Seattle/King County Department of Public health. Where there exists a provision in the main body of the Labor Agreement which conflicts with the provisions of this Section, the provisions of this Section and/or Subsections shall control.

H.5.1 Vacations - These provisions related to vacations shall be applicable only to employees appointed to positions in the Health Department prior to the implementation date of the Health Department personnel system.

H.5.1.1 "Regular pay status" shall be defined as regular straight-time hours of work plus paid time off such as vacation time, holiday time off, compensatory time, and sick leave. At the discretion of the County Director of Office of Human Resource Management, up to one hundred sixty (160) hours per calendar year of unpaid leave of absence may be included as service for purposes of accruing vacation.

H.5.1.2 Annual vacations with pay shall be granted to eligible Health Department employees computed at the rate shown in the table below for each hour on regular pay status as shown on the payroll, but not to exceed eighty-seven (87) hours per pay period. The vacation accrual rate shall be as follows:

<u>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</u>					Maximum
<u>Accrual Rate - Hours</u>	<u>Vacation</u>	<u>Years of</u>	<u>Working</u>		<u>Year-End</u>
<u>On Regular Pay</u>	<u>Earned</u>	<u>Service</u>	<u>Days</u>		<u>Vacation</u>
<u>Status</u>	<u>Per Year</u>		<u>Per Year</u>	<u>Hours</u>	<u>Balance</u>
					<u>Hours</u>
00000 through 08320	.0460	0 through 4	12	( 96)	192
08321 through 18720	.0577	5 through 9	15	(120)	240
08721 through 29120	.0615	10 through 14	16	(128)	256
29121 through 39520	.0692	15 through 19	18	(144)	288
39521 through 41600	.0769	20	20	(160)	320
41601 through 43680	.0807	21	21	(168)	336
43681 through 45760	.0846	22	22	(176)	352
45761 through 47840	.0885	23	23	(184)	368
47841 through 49920	.0923	24	24	(192)	384
49921 through 52000	.0961	25	25	(200)	400
52001 through 54080	.1000	26	26	(208)	416
54081 through 56160	.1038	27	27	(216)	432
56161 through 58240	.1076	28	28	(224)	448
58241 through 60320	.1115	29	29	(232)	464
60321 and over	.1153	30	30	(240)	480

H.5.1.3 Eligible employees with prior City of Seattle service who are appointed to positions in the Health Department shall begin accruing vacation at the rate which was applicable upon their most recent separation from City of Seattle service.

H.5.1.4 In the event the Health Department cancels an employee's already scheduled and approved vacation, leaving no time to reschedule such vacation before the employee's maximum balance is reached, the employee's vacation balance shall be permitted to exceed the allowable maximum and the employee shall continue to accrue vacation for a period of up to three (3) months if such exception is approved by both the Department Director and the County Director of Human Resource Management in order to allow rescheduling of the employees vacation. In such cases, the Department Director shall provide the County Director of Office of Human Resource Management with the circumstances and reasons leading to the need for such an extension. No extension of this grace period shall be allowed.

H.5.1.5 "Service year" shall be defined as the period of time between an employee's date of hire and the one-year anniversary date of the employee's date of hire or the period of time between any two (2) consecutive anniversaries of the employee's date of hire thereafter.

H.5.1.6 The minimum vacation allowance to be taken by an employee shall be one hour.

H.5.1.7 In all other instances employees must use all accrued vacation prior to beginning a leave of absence unless an exception is approved by the County Director of Office of Human Resource Management.

- H.5.2 Holidays - Only for the calendar year 1992, employees shall receive Lincoln's Birthday (February 12th) as a recognized holiday and one Personal Holiday in lieu of the two Personal Holidays otherwise provided for in Section 7.4. For calendar year 1993, and for each year thereafter, Section 7.4 shall apply.
- H.5.2.1 Paid holidays falling on Saturday or Sunday, shall be recognized and paid pursuant to Section 7.3 on those actual days (Saturday or Sunday) for employees who are regularly scheduled to work those days. Payment pursuant to Section 7.3 shall be made only once per affected employee for any one holiday.
- H.5.2.2 To qualify for holiday pay, employees must have been on the payroll prior to the holiday and on pay status the normal workday before or the normal workday after the holiday; provided, that employees returning from nonpay leave starting work the day after a holiday shall not be entitled to pay for the holiday preceding their first day of work.
- H.5.3 Sick Leave - These provisions related to sick leave shall be applicable only to employees appointed to positions in the Health Department prior to the implementation date of the Health Department Personnel System.
- H.5.3.1 Employees shall accumulate sick leave credit at the rate of 0.046 hours for each hour on regular pay status as shown on the payroll, but no more than forty (40) hours per week. New employee shall not be entitled to sick leave with pay during the first thirty (30) days of employment but shall accumulate sick leave credits during such thirty (30) day period. Sick leave credit may be used for bona fide cases of:
- Illness or injury which prevents the employee from performing his regular duties.
  - Disability of the employee due to pregnancy and/or childbirth.
  - Employee medical or dental appointments
  - Sick leave credit may also be used for care of family members as required by the Employer, by the Family Care Act, Chapter 296-130 WAC, and/or as defined and provided for by City Ordinance No. 114648.
  - Abuse of sick leave shall be grounds for suspension or dismissal. Unlimited sick leave credit may be accumulated. Upon retirement, twenty-five percent (25%) of an employee's unused sick leave credit accumulation can be applied to the payment of health care premiums, or to a cash payment at the straight-time rate of pay of such employee in effect on the day prior to his retirement.
  - Upon the death of an employee, twenty-five percent (25%) of such employee's accumulated sick leave credits shall be paid to a designated beneficiary.
- H.5.3.2 Prior to December 31, 1992, change in position or transfer to a City Department shall not result in a loss of accumulated sick leave. An employee reinstated or reemployed in the Department after termination of service, except after dismissal for cause, resignation, or quitting, shall be credited with all unused sick leave accumulated prior to such termination.
- H.5.3.3 Compensation For the first four (4) days of absence shall be paid upon approval of the Health Department Director or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Health Department Director or designee shall see fit to have made. Compensation for such absences beyond four (4) continuous days shall be paid only after approval of the County Director of Office of Human Resource Management or designee of a request from the employee supported by a report of the appropriate health care practitioner. The employee shall obtain health care treatment or take other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.
- H.5.3.4 Employees shall not be eligible for sick leave when suspended or on leave without pay and when laid off or on other nonpay status; or when off work on a holiday; or when an employee works during his/her free time for an employer other than the Employer and his/her illness or disability arises therefrom.

- H.5.3.5 Prompt Notification - The employee shall promptly notify his immediate supervisor, by telephone or otherwise, on his first day off due to illness and each day thereafter, unless advised otherwise by the immediate supervisor. If an employee is on a special work schedule, particularly where a relief replacement is necessary if he is absent, he shall notify his immediate supervisor as far as possible in advance of his scheduled time to report for work.
- H.5.3.6 Notification While on Paid Vacation or Compensatory Time Off - If an employee is injured or is taken ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, he shall notify the Department on the first day of disability, either by telephone or telegraph, or by letter postmarked the first day of disability; however, if it is physically impossible to give the required notice on the first day, notice shall be sent as soon as possible and shall be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of illness or disability, while on vacation or compensatory time off, must be presented regardless of the number of days involved.
- H.5.3.7 Filing Application - Unless there are extenuating circumstances, the employee shall submit the required application for sick leave pay within sixteen (16) working hours after his return to duty; however, if he is absent because of illness or injury for more than eighty (80) working hours, he shall then file an application for an indefinite period of time. Each supervisor shall obtain the necessary forms provided by the County Director of Office of Human Resource Management and make them available to the employee.
- H.5.3.8 Claims to be in Hours - Sick leave shall be claimed in hours to the nearest full hour, a fraction of less than one-half hour being disregarded.
- H.5.3.9 Limitations of Claims - All sick leave claims shall be limited to the actual amount of time lost due to illness or disability. The total amount of sick leave claimed in any pay period by an employee shall not exceed the employee's sick leave accumulation as shown on the payroll for the pay period immediately preceding his illness or disability. It shall be the responsibility of the Department to verify sick leave accounts and credit appropriately.
- H.5.3.10 Wellness Incentive Plan - Employees within the bargaining unit who, during a payroll year, use less than twenty-five (25) hours of sick leave may convert eight (8) hours of unused, accrued sick leave to a personal vacation day to be used in the next calendar year. (The "payroll year" shall be recognized as all pay periods for which compensation is paid and includable as income for IRS tax purposes as one year's reportable earnings.) This provision shall be first implemented by review of sick leave use in the payroll year 1987.

This benefit shall become null and void upon expiration of this contract unless agreed to be included in a subsequent Agreement. The incentive benefit earned due to a qualifying record in 1988 but which benefit has not been used upon expiration of the contract, shall still remain available for the employee's use prior to the end of 1989.

All use of sick leave shall be considered in reviewing sick leave use except sick leave used due to an on-the-job injury.

- H.5.4 Industrial Injury - The City of Seattle and the County shall be considered to be joint employers of Health Department employees and as such, neither Employer shall be considered a third party for purposes of filing third party claims under the State Industrial Insurance Act.
- H.5.4.1 All employee shall be covered by the County's Industrial Insurance Program except for employees in the Seattle Division who shall be covered by the City's Industrial Insurance program unless or until modified by the Health Department Personnel System.

H.5.5 General Leave - These provisions related to General Leave shall be applicable to employees appointed to a position in the Health Department after the implementation of the Health Department Personnel System and other employees who elect to convert to the General Leave/Extended Illness plan. These provisions and Extended Illness Leave provisions will not take effect if the General Leave Plan is not a part of the Health Department Personnel System.

H.5.5.2 For purposes of these provisions, the term "employee" shall include regular full-time, probationary and regular part-time employees and excludes temporary workers.

H.5.5.2 All employees hired after the implementation of the Health Department Personnel System will receive General Leave and Extended Illness Leave in lieu of vacation and sick leave and funeral leave. General Leave for new employees will begin to accrue on the first of the month following the month in which the employee commenced employment.

H.5.5.3 Employees hired prior to the implementation of the Health Department Personnel System who elect General Leave/Extended Illness shall have all unused, previously accrued vacation transferred to the general leave account on the election date, provided that accrued vacation in excess of the maximum accumulation set forth in the prior agreement will, within two years of transfer to the General Leave Benefit, either be used or converted to Extended Illness Leave. The Health Department will hold an open enrollment period each calendar year to allow employees to convert to the General Leave/Extended Illness program.

H.5.5.4 General Leave may be approved for use by employees for vacation, personal injury, illness or other medical disability, injury or illness of the employee's child, funeral leave, or other personal reason.

An employee may accumulate a leave balance which may not exceed as of December 31 of each year one and one-half times the number of annual General Leave hours for which the employee is currently eligible. If the maximum is exceeded due to cyclical workloads or work assignments which have caused an inability to allow requested leave additional leave may be accrued as determined by the Department Director. Upon termination for any reason, the employee shall be paid for unused General Leave credits up to the maximum allowable accumulated General Leave plus any excess defined by cyclical workloads. Otherwise, employees must use or forfeit the excess accrual prior to December 31st of the year in which the excess was accrued. Excess General Leave may be converted to Extended Illness Leave, which will then be administered in accordance with Section H.5.6, Extended Illness Leave.

H.5.5.5 For purposes of this Section, General Leave pay shall be computed as follows:

<u>Years of Service</u>	<u>Accrual Rate Per Regular Straight-Time Hour Paid *</u>	<u>Equivalent Annual Accrual For Full-Time Employee In Hours</u>	<u>Maximum Year-end General Leave Balance Allowed In Hours</u>
Less than 3	.0692300	144	216
3 or more but less than 12	.0884615	184	280
12 or more but less than 25	.1076923	224*	336
25 or more	.1269231	264	400

\*Includes two personal holidays

H.5.5.6 Regular part-time employees who have worked the number of straight-time hours which equal the years of continuous service required for a particular accrual rate for a full-time employee earn general leave at the identified accrual rate. For example, a part-time employee working in a unit with

a forty (40) hour per week work schedule would have to work six thousand two hundred sixty-four (6264) straight-time hours (the equivalent of three years continuous service) before advancing from the initial to the next higher accrual rate. When that person has worked twenty-five thousand fifty-six (25,056) straight-time hours (the equivalent of twelve (12) years continuous service) he would advance to the next higher accrual rate and so on.

- H.5.5.7 Unscheduled leave must be reported by the employee to the employee's immediate supervisor prior to the beginning of the employee's workday, or within time parameters as specified in written procedures by the Department Director. The Department is responsible for administering reporting procedures and justification for unscheduled use of General Leave and may require a minimum number of hours for reporting prior to the beginning of the shift in order to allow General Leave usage. Absent such call-in, the employee will be placed on unauthorized leave without pay unless an explanation for the lack of call-in is given which is satisfactory to the Department Director or designee.
- H.5.5.8 In cases of abuse an employee may be required to provide verification of illness from a licensed physician for any unscheduled leave requested due to illness.
- H.5.5.9 An employee who separates from employment for any reason will be paid a lump sum for any unused accrued General Leave up to the maximum specified herein. Upon the death of an employee, all unused accrued General Leave will be paid to the employee's estate or beneficiary or, in applicable cases, as provided by law.
- H.5.5.10 PERS I employees hired after the effective date of this provision will be paid up to the maximum of two hundred forty (240) hours of accrued General Leave upon retirement. Hours in excess of two hundred forty (240) hours must be used prior to retirement or they will be lost.
- H.5.5.11 The parties shall negotiate any adverse impact on employees who transfer to the General Leave Plan.
- H.5.6 Extended Illness Leave - The provisions related to Extended Illness Leave shall be applicable to employees appointed to a position in the Health Department after the implementation date of the Health Department Personnel System and other employees who voluntarily elect to convert to the General Leave/Extended Illness Plan.
  - H.5.6.1 Employees required to be absent from work because of prolonged illness, injury or other medical disability to themselves or to their child, will be provided paid Extended Illness Leave. Extended Illness Leave will begin to accrue on the first of the month in which the employee commenced service.
  - H.5.6.2 Employees shall accrue Extended Illness Leave at the rate of point zero two three (.023) times all hours compensated except overtime. There is no limit to the accrual of Extended Illness Leave.
  - H.5.6.3 An employee may use Extended Illness leave only if he has first used four consecutive working days of General Leave, approved leave without pay, or a combination thereof, for the employee's, domestic partner's, or the employee's child's illness or injury. The employee must also present to the Division Manager or Department Director a written statement of inability to perform his duties together with a prognosis for return. This statement must be signed by the appropriate health care practitioner.
  - H.5.6.4 An employee returning from Extended Illness Leave who works less than five (5) days because of a relapse may return to Extended Illness Leave pursuant to the requirements of this Section without first using four (4) days of General Leave or approved leave without pay.
  - H.5.6.5 The County Director of Office Of Human Resource Management upon the recommendation of the Health Department Director may approve use of Extended Illness Leave without prior use of general leave. Administration of such exceptions will be addressed in the Health Department Personnel Guidelines.



- H.5.6.6 Abuse of the Extended Illness Leave Benefit, including falsifying the reason for use, shall be grounds for discipline.
- H.5.6.7 Employees hired prior to the implementation date of the Health Department Personnel System shall be able to transfer from their existing sick leave account all of their accrued but unused sick leave into the Extended Illness Account with utilization of said hours being subject to all terms and conditions set forth herein.
- H.5.6.8 Upon electing to convert to the General Leave/Extended Illness Plan, each employee shall have the one-time-only opportunity to transfer ten percent (10%) of their Extended Illness Leave, to a maximum of six (6) days, from Extended Illness to General Leave account provided that amount exists in Extended Illness.
- H.5.6.9 Employees receiving disability benefits by virtue of any law or ordinance now or hereafter enacted shall be entitled to Extended Illness Leave pay only in the amount regular compensation exceed the disability benefits. Any Extended Illness accumulation shall be reduced in the same ratio as the Extended Illness pay bears to regular compensation.
- H.5.6.10 Separation from the Health Department employment except by retirement or by reasons of layoff due to lack of work or funds shall cancel all Extended Illness Leave currently accrued to the employee. Should the employee resign in good standing or be laid off and return to the Health Department within two years, accrued Extended Illness Leave shall be restored.
- H.5.6.11 King County shall reimburse those employees who have at least five (5) years of service and retire as a result of length of service or who terminate by death twenty-five percent (25%) of their unused accumulated Extended Illness Leave to a maximum of thirty (30) days. There shall be no maximum for employees who have elected to convert from the Vacation/Sick Leave Plan to the General Leave/Extended Illness Plan. All payments shall be made in cash, based on the employee's base rate, and there shall be no deferred Extended Illness Leave reimbursement.
- H.5.6.12 Employees who elect to convert to the General Leave/Extended Illness Plan and who are on approved sick leave on the effective date of plan conversion shall not be subject to the four (4) day Extended Illness waiting period provision for that occurrence.
- H.5.7 Retirement - All employees hired prior to January 1, 1990, shall continue to be covered by the applicable retirement system in which they are enrolled as of December 31, 1989; i.e., Seattle City Employees Retirement System, PERS I, or PERS II. Contributions to the applicable retirement system shall be made in accordance with the respective applicable City of Seattle Ordinance(s), County Ordinance(s), or State law.
- H.5.7.1 All Seattle Division employees hired after January 1, 1990, but prior to the effective date of the Health Department Personnel System, shall be covered by the Seattle City Employees Retirement System and shall remain in the Seattle City Employees Retirement System on the same basis as employees hired prior to January 1, 1990, pursuant to Section H.5.7.
- H.5.7.2 All non-Seattle Division employees hired after January 1, 1990 and all Seattle Division employees hired after the effective date of the Health Department Personnel System shall be covered by the State PERS Retirement System, pursuant to applicable County Ordinance(s) and State law.



MEMORANDUM OF UNDERSTANDING  
to the  
AGREEMENT  
by and between  
THE COUNTY OF KING, WASHINGTON  
and  
JOINT CRAFTS COUNCIL

January 01, 1992 through December 31, 1994

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council, comprised of certain Unions, hereinafter individually referred to as the Union, each on its own behalf and in behalf of its own definition of "employee" as set forth within ARTICLE III of this Agreement representing those employees commonly referred to as the Construction Crafts employees employed in the Department of Public Works and the Facilities Management Division of the Department of Executive Administration, and the Parks Division of the Department of Parks, Planning and Resources, and the Seattle/King County Department of Public Health.

It is understood and agreed by and between the County and the Council that:

Notwithstanding the provisions of Section 6.1 and/or 6.1.1, as they relate to overtime compensation for employees on a seven/ten hour day work schedule, in the event and at such time as such similar conditions are amended in the Labor Agreement by and between King County, Washington, and Teamsters Local Union No. 174, those same type amendments shall apply to those employees covered by this Agreement.

JOINT CRAFTS COUNCIL  
Construction Crafts

COUNTY OF KING, WASHINGTON

By   
JON L. RABINE, President

By   
TIM HILL, King County Executive

Date 05-05-92

Date 5/22/92

THE UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the County of King, Washington, and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By Ronald C. Forest  
District Council of Carpenters of Seattle, King County and Vicinity

By Arthur Boulton  
International Association of Machinist & Aerospace Workers District No. 160, Hope Lodge No. 289

By Nathan J. Graft  
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

By E. P. Dennis  
International Brotherhood of Electrical Workers Local No. 46

By John A. Williams  
International Brotherhood of Teamsters Local No. 117

By Randy B. Johnson  
International Union of Operating Engineers Local No. 302

By Robert Metz  
Painters District Council No. 5

By Robert F. Dixon  
United Association of Plumbers & Pipefitters Local No. 32

AGREEMENT  
 by and between  
 COUNTY OF KING, WASHINGTON  
 and  
 JOINT CRAFTS COUNCIL  
 (Representing Construction Crafts Employees)

July 01, 1991 through December 31, 1991

THIS AGREEMENT is by and between the COUNTY OF KING, WASHINGTON, hereinafter referred to as the County, and the JOINT CRAFTS COUNCIL, hereinafter referred to as the Council, comprised of the following Unions, hereinafter individually referred to as the Union, each on its own behalf and in behalf of its own definition of "employee" as set forth within ARTICLE III of this Agreement representing those employees commonly referred to as the Construction Crafts employees employed in the Department of Public Works and the Facilities Management Division of the Department of Executive Administration, and the Parks Division of the Department of Parks, Planning and Resources, and the Seattle/King County Department of Public Health.

District Council of Carpenters of Seattle, King County and Vicinity

International Association of Machinist & Aerospace Workers District No. 160, Hope Lodge No. 289

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

International Brotherhood of Electrical Workers Local No. 46

International Brotherhood of Teamsters Local No. 117

International Union of Operating Engineers Local No. 302

Painters District Council No. 5

United Association of Plumbers & Pipefitters Local No. 32

It is understood and agreed by and between the County and the Council that all the terms and conditions of the Labor Agreement by and between the County and the Council expiring June 30, 1991, shall be extended for the period from July 01, 1991 through December 31, 1991; except for the rates of pay which shall be as hereinafter set forth;

Effective July 01, 1991, the classifications of work and corresponding hourly rates of pay for each classification covered by this Agreement shall be as follows:

<u>CLASSIFICATION</u>	<u>STEP 1</u> <u>00-06m</u>	<u>STEP 2</u> <u>07-18m</u>	<u>STEP 3</u> <u>19-30m</u>	<u>STEP 4</u> <u>31 m +</u>
Carpenter I	\$13.74	\$14.43	\$15.88	\$17.46
Carpenter II	15.11	15.87	17.45	19.20
Machinist	13.95	14.65	16.12	17.72
Heavy Duty Machinist	13.95	14.65	16.12	17.72
Auto Machinist I	13.95	14.65	16.12	17.72
Auto Body Repair Specialist	13.95	14.65	16.12	17.72
Auto Machinist II	14.65	15.38	16.92	18.61

<u>CLASSIFICATION</u>	<u>STEP 1 00-06m</u>	<u>STEP 2 07-18m</u>	<u>STEP 3 19-30m</u>	<u>STEP 4 31 m +</u>
Welder I	14.49	15.21	16.74	19.10
Welder II	15.21	15.97	17.58	20.05
Electrician I	16.26	17.06	18.77	21.42
Electrician II	17.71	18.61	20.46	23.35
Electrician Technician	15.06	15.81	17.39	19.13
Electrician Helper	11.04	11.58	12.76	13.89
Utility Worker	11.04	11.58	12.76	14.55
Utility Worker Lead	13.68	14.36	15.79	17.38
Airport Maintenance Worker	11.29	11.84	13.03	14.88
Garage Service (Outside)	13.14	13.81	15.18	17.34
Equipment Operator	13.95	14.65	16.12	17.72
Oiler Equipment Service	13.14	13.81	15.18	17.34
Pump Plant Operator	13.26	13.93	15.32	17.49
Spray Technician	13.40	14.07	15.48	17.67
Painter I	12.46	13.08	14.40	15.83
Painter II	13.70	14.39	15.83	17.41
Plumber I	16.08	16.88	18.57	20.86
Steamfitter I	16.08	16.88	18.57	20.86
Plumber II	17.10	17.96	19.76	22.51
Steamfitter II	17.10	17.96	19.76	22.51
Plumbing Inspector	18.21	18.94	19.70	20.49
Plumbing Inspector Senior	18.65	19.39	20.17	20.98

JOINT CRAFTS COUNCIL  
Construction Crafts

COUNTY OF KING, WASHINGTON

By  By   
JON L. RABINE, President

TIM HILL, King County Executive

Date 05-05-92

Date 5/22/92

THE UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the County of King, Washington, and the Joint Crafts Council on behalf of the Council and each on its own behalf, do hereunto affix their signatures.

By Ronald C. Zouet  
District Council of Carpenters of Seattle, King County and Vicinity

By Cuthbert Boston  
International Association of Machinist & Aerospace Workers District No. 160, Hope Lodge No. 289

By Nathan S. Lovell  
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104

By E. Palumbo  
International Brotherhood of Electrical Workers Local No. 46

By Jul A. Williams  
International Brotherhood of Teamsters Local No. 117

By Sam B. Johnson  
International Union of Operating Engineers Local No. 302

By Robert M. ...  
Painters District Council No. 5

By Robert F. ...  
United Association of Plumbers & Pipefitters Local No. 32

