



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 31, 2000

Ordinance 13866

Proposed No. 2000-0298.1

Sponsors Pullen and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and three memoranda of
3 understanding negotiated by and between King County and
4 Joint Crafts Council (Construction Crafts), representing
5 employees in the departments of adult and juvenile
6 detention, construction and facilities management,
7 community and human services, natural resources,
8 transportation, information and administrative services,
9 parks and recreation and Seattle-King County public health;
10 and establishing the effective date of the agreement.

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13 **BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:**

14 **SECTION 1.** The collective bargaining agreement negotiated between King
15 County and the Joint Crafts Council (Construction Crafts), representing employees in the
16 departments of adult and juvenile detention, construction and facilities management,
17 community and human services, natural resources, transportation, information and
18 administrative services, parks and recreation and Seattle-King County public health and

19 attached to this ordinance is hereby approved and adopted by this reference and made a
20 part of this ordinance.

21 SECTION 2. The three memoranda of understanding negotiated between King
22 County and the Joint Crafts Council (Construction Crafts) and attached to this ordinance
23 are hereby approved and adopted by this reference and made a part of this ordinance.

24 These memoranda of understanding relate to:

- 25 A. Roads services;
- 26 B. "Y" rated employees; and
- 27 C. Squared table.

28 SECTION 3. Terms and conditions of the agreement shall be effective from
29 January 1, 1999, through and including December 31, 2001.

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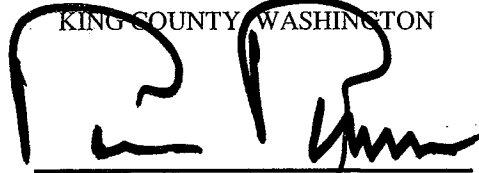
Ordinance 13866 was introduced on 5/15/00 and passed by the Metropolitan King County Council on 5/30/00, by the following vote:

Yes: 11 - Mr. von Reichbauer, Ms. Miller, Ms. Fimia, Mr. Phillips, Mr. Pelz, Ms. Sullivan, Mr. Nickels, Mr. Pullen, Mr. Gossett, Mr. Vance and Mr. Irons

No: 0

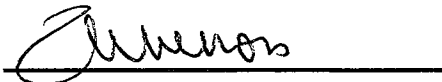
Excused: 2 - Mr. McKenna and Ms. Hague

KING COUNTY COUNCIL
KING COUNTY WASHINGTON



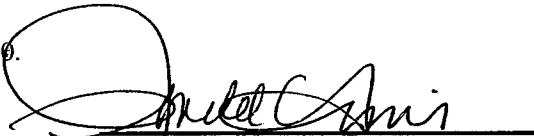
Pete von Reichbauer, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 6 day of June, 2000.



Ron Sims, County Executive

Attachments A. Memorandum of Understanding Between Joint Crafts Council - Construction Crafts and King County, B. Memorandum of Understanding Between Joint Crafts Council - Construction Crafts and King County, C. Agreement By and Between King County and Joint Crafts Council

ATTACHMENT A

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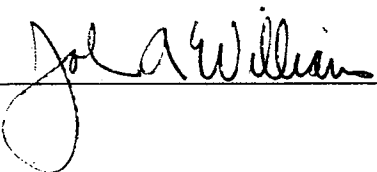
**Memorandum of Understanding
Between
Joint Crafts Council - Construction Crafts
and
King County**

Subject: "Y" Rated

The parties to the above cited labor agreement agreed when bargaining the impacts of the Classification/Compensation Project to "Y" rate certain employees because their 1998 base hourly wage rate was higher than the 1999 base hourly wage rate. Therefore, in order to minimize the impact on those employees who were directly affected by this agreement, the parties agree as follows:

Each "Y" rated employee will receive a lump sum payment at the end of each calendar year s/he is "Y" rated based on the annual Cost of Living increase multiplied by his/her based hourly wage rate then multiplied by his/her regular compensated hours, not to exceed 2084, less standard withholdings.

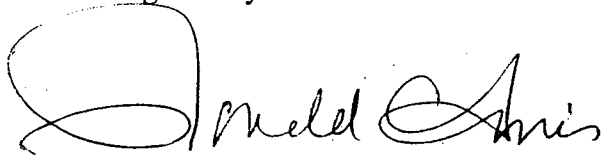
For the Joint Crafts Council:



5-5-00

Date

For King County:



May 10, 2000

Date

ATTACHMENT B

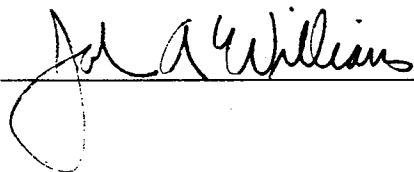
**Memorandum of Understanding
Between
Joint Crafts Council - Construction Crafts
and
King County**

Subject:: Squared table

The parties to the above cited labor agreement agreed in bargaining to move all employees to the County's "Squared Table" Salary Schedule effective January 1, 2000. The result of this agreement had an adverse impact on some employees. Therefore, in order to minimize the impact on those employees who were directly affected by this agreement, the parties agree as follows:

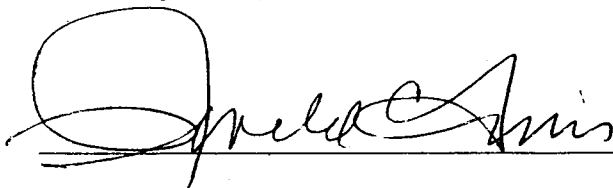
If an employee's base hourly rate of pay did not increase on January 1, 2000 by a 2.52 percent Cost of Living increase, s/he will receive a one time only lump sum payment, less standard withholdings, based on the following formula: the percentage difference between the Cost of Living adjustment the employee did receive on January 1, 2000 and the Cost of Living increase of 2.52 percent multiplied by the employee's 1998 base hour wage rate multiplied by 2080 (% difference x 1999 hourly \$ x 2080). This provision does not apply to those employees who received at least a 2.52 percent Cost of Living increase effective January 1, 2000, were hired in 2000, or are "Y" rated. Part time employees will receive a prorated payment.

For the Joint Crafts Council:



5-5-00
Date

For King County:



May 10, 2000
Date

Attachment
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AGREEMENT
by and between
KING COUNTY

and

JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

January 1, 1999 through December 31, 2001

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AGREEMENT

by and between

KING COUNTY

and

JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

January 1, 1999 through December 31, 2001

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1 AGREEMENT

2 by and between

3 KING COUNTY

4 and

5 JOINT CRAFTS COUNCIL

6 (Representing Construction Crafts Employees)

7 January 1, 1999 through December 31, 2001

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10 This Agreement is by and between King County, hereinafter referred to as the County, and the

11 Joint Crafts Council, hereinafter referred to as the Council, comprised of the following Unions,

12 hereinafter individually referred to as the Union, each on its own behalf and on behalf of its own

13 definition of "employee" as set forth within Article 3.1 of this Agreement representing those employees

14 commonly referred to as the Construction Crafts employees employed in the Roads Services and Fleet

15 Administration Divisions of the Department of Transportation, the Solid Waste Division of the

16 Department of Natural Resources, the Department of Construction and Facilities Management, the

17 Department of Information and Administrative Services, the Maintenance and Facilities Division of the

18 Department of Parks and Recreation, the Department of Community and Human Services, the

19 Department of Adult and Juvenile Detention and Seattle King County Public Health. This Agreement is

20 subject to approval by the Metropolitan King County Council.

- 21
- 22 ● Pacific Northwest Regional Council of Carpenters
 - 23 ● International Association of Machinist & Aerospace Workers District No. 160,
 - 24 Local No. 289
 - 25 ● International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,
 - 26 Forgers and Helpers Lodge No. 104
 - 27 ● International Brotherhood of Electrical Workers Local No. 46
 - 28 ● International Brotherhood of Teamsters Local No. 117

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- International Union of Operating Engineers Local No. 302
- International Brotherhood of Painters & Allied Trades District Council No. 5
- United Association of Plumbers & Pipefitters Local No. 32
- Hotel Employees & Restaurant Employees (H.E.R.E). Local No. 8
- International Union of Operating Engineers Local No. 286
- Public Service and Industrial Employees Local No. 1239

1 ARTICLE 1: PURPOSE

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

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1 ARTICLE 2: NON-DISCRIMINATION

2 2.1 The County and the Union agree that they will not unlawfully discriminate in
3 employment against any employee by reason of race, color, age, sex, marital status, sexual
4 orientation, creed, religion, ancestry, national origin, or disability.

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ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

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

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

3.3 **Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a written request for discharge and verifies that the employee received written notification of the delinquency including the amount owing, the method of calculation, and the notification that the non-payment after a period of no less than seven (7) days will result in discharge by the County. A copy of each written notification will be mailed to the County concurrent with its mailing to the employee.

3.4 **Payroll Deduction** - Upon receipt of written authorization individually signed by an employee, the County will have deducted from the pay of such employee the amount of dues and initiation fees as certified by the Union and will transmit the amount to the Union.

3.5 **Indemnification** - The Union will indemnify and hold the County harmless against any

1 claims made and against any suit instituted against the County on account of any check-off of dues and
2 initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in error
3 upon presentation of proper evidence thereof.

4 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or
5 promoted into a position included in the bargaining unit to sign a form which will inform them of the
6 Union's exclusive recognition. One (1) copy of the form will be retained by County, one (1) copy will
7 be given to the employee and the original will be sent to the Union. The County will notify the Union
8 when an employee leaves the bargaining unit.

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1 ARTICLE 4: MANAGEMENT RIGHTS

2 **4.1 General** - The Union recognizes the prerogatives of the County to operate and manage its
3 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
4 terms and conditions of this Agreement.

5 **4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the
6 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train,
7 layoff, and discipline employees for just cause; direct and assign the work; develop and modify
8 classification specifications; allocate positions to those classifications; allocate employees to those
9 positions; determine work shifts and workweek schedules; schedule and assign overtime work;
10 establish the methods, means and processes by which work is performed; establish rules; and the right
11 to take whatever actions are necessary in emergencies in order to assure the proper functioning of the
12 work units.

1 **ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY**

2 **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the
3 corresponding rates of pay are set forth within Appendixes "A" through "O" which are attached hereto
4 and made a part of this Agreement.

5 **5.2 STEP Advancement** - An employee may be hired at STEP 1 of the wage range provided
6 under the appendix covering the classification or above STEP 1 as provided under the County's
7 Personnel Guidelines. Upon completion of the probationary period, the employee will move from the
8 initial STEP hired to the next wage STEP in the wage range. STEP increases thereafter will be
9 annually unless otherwise provided in the appendix until the top STEP is reached. An employee
10 working less than the full-time will receive STEP increases prorated based on the full-time work
11 schedule of the work unit.

12 **5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a
13 higher paying classification will be placed into the pay STEP providing no less than a four and one-half
14 percent (4-1/2%) increase in his/her rate of pay not to exceed the top pay STEP of the higher paying
15 classification.

16 **5.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a
17 temporary employee will be eligible for the medical portion of the Health and Welfare Trust as
18 provided under the appendix. The temporary employee may receive other compensation provided
19 under King County Code, as amended, in the event the employee exceeds the calendar year working
20 hours threshold.

21 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant regular
22 positions.

23 **5.6 COLA** - Effective with the beginning of the first full pay period nearest January 1 the rates
24 of pay set forth within Appendixes "A" through "O" of this Agreement will be increased by ninety
25 percent (90%) CPI-W, U.S. All Cities based on September to September figures of the prior year;
26 provided, however, said percentage increase will not be less than two percent (2%) nor will it exceed six
27 percent (6%). In the event that the King County Council adopts an ordinance which contains a
28 different COLA index which affects employees who are not eligible for interest-arbitration, the Union

1 will be so notified and if, after bargaining, the Union wants the new COLA index, the new COLA
2 index will replace the old COLA index.

3 **5.7 Out-of-Classification** - An employee assigned in writing by the manager/designee to
4 perform on a temporary basis the preponderance of duties of a higher paid classification under this
5 Agreement will be paid at the first STEP of the higher paid classification that provides an increase of at
6 least five percent (5%) above his/her base hourly rate of pay. In the event that the employee works out-
7 of-classification in excess of thirty (30) continuous days, all compensated hours will be at the higher rate
8 of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional rights.
9 An employee assigned by the manager/designee to perform the duties of a lower paid classification on a
10 temporary basis will not have a reduction of wages.

11 **5.8 Lead Assignment** - An employee assigned in writing by the manager/designee to perform
12 lead duties will be paid seven and one-half percent (7.5%) above his/her base, hourly rate of pay. In the
13 event that the employee works as a lead in excess of thirty (30) continuous days, all compensated hours
14 will be at the higher rate of pay. This provision will be superceded by lead level classifications in the
15 attached appendices, if such classifications have a higher wage rate.

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1 **ARTICLE 6: HOURS OF WORK**

2 **6.1 Standard Five-Eight (5-8) Workweek Schedule** - The standard workweek will consist of
3 five (5) consecutive work days not to exceed eight (8) hours each exclusive of the meal period and not
4 to exceed forty (40) hours per week, Monday through Friday inclusive.

5 **6.1.1 Four-Ten (4-10) Workweek Schedule** - There may be established a workweek
6 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of
7 the meal period. An established four-ten (4-10) workweek will provide for three (3) consecutive days
8 off, one of which will be a Saturday and/or a Sunday.

9 **6.1.2 Additional Workweek Schedules** - By mutual agreement, additional workweek
10 schedules may be established for each appendix.

11 **6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of 5:00
12 A.M. and 11:59 A.M. will be considered to be on first shift.

13 **6.2.1 Second Shift** - An employee assigned to work on a shift beginning between the hours of
14 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee
15 assigned to second shift will be his/her base hourly rate of pay plus ten percent (10%). An employee
16 who is regularly assigned to second shift will have all compensable time paid at the higher rate of pay.

17 **6.2.2 Third Shift** - An employee assigned to work on a shift beginning between the hours of
18 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an employee assigned
19 third shift will be his/her base hourly rate of pay plus fifteen percent (15%). An employee who is
20 regularly assigned to third shift will have all compensable time paid at the higher rate of pay.

21 **6.3 Bid Postings** - All newly established on-going workweek schedules (days of work), shifts
22 (hours of work) and vacant positions in the work unit will be posted. Employees within the specific
23 classification in the affected work unit will have the opportunity to bid by seniority order for the
24 workweek schedule, shift or vacancy. Absent adequate interest, the County may assign employees
25 within the classification in the affected work unit to the remaining workweek schedules, shifts or
26 vacancies by using inverse seniority order. Changes to workweek schedules or shifts will normally
27 require a two (2) week notice to affected employees. Work units will be defined in each appendix.

28 **6.3.1 Altering of Work Schedule** - No employee will have his/her workweek schedule altered

1 for the purpose of avoiding the payment of overtime except when an employee bids for such change as
2 provided in 6.3. No employee will be required to work on his/her scheduled day off in lieu of the
3 employee's scheduled work day. An employee will not receive overtime pay for working on Saturday
4 or Sunday if either one or both of the days are part of his/her regular workweek schedule.

5 **6.4 Planned Workweek Schedule and/or Shift Change** - The manager/designee may
6 temporarily change an employee's workweek and/or shift for planned projects. Such change will
7 normally require at least two (2) weeks notice to the employee.

8 **6.5 Unanticipated/Workweek Schedule and/or Shift Change** - Normally, at least eight (8)
9 hours of advance notice will be given to an employee prior to temporarily changing the employee's
10 workweek schedule and/or shift to perform unanticipated projects and/or operations. In the event of
11 snow removal, flood control, sanding, or other operations due to acts of nature which may or may not
12 be anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice
13 will not be required.

14 **6.6 Alert Status** - When Alert Status is called and implemented more than four (4) hours prior
15 to the start of an employee's regular shift, no less than four (4) hours of work within his/her Alert Status
16 shift will be paid for at the overtime rate of pay. In instances of a callout, as described in Article 7.6.1,
17 when an employee has been called back to work within four (4) hours of his/her regular shift, the
18 employee will be compensated at the overtime rate of pay for only the hours immediately preceding the
19 start of his/her regular shift or for all the hours worked in excess of eight (8) straight time hours during
20 the Alert Status shift, whichever is greater.

21 **6.6.1 Overtime While in Alert Status** - An employee who is assigned to work an Alert Status
22 shift will not be eligible to receive overtime pay in excess of that provided for within Section 6.6 until
23 such time as he/she has worked eight (8) hours when assigned a (5-8) schedule, or ten (10) hours when
24 assigned a (4-10) schedule at the straight time rate of pay during that shift or forty (40) hours in a
25 workweek.

26 **6.6.2 Implementation of Alert Status** - Notwithstanding the provision of Section 7.6.1,
27 implementation of Alert Status will be considered to have taken place when the work hours of the
28 employee's normal shift have been altered without the required advance notification.

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

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

6.6.5 Shift Premium - Work performed under Alert Status will not be subject to shift premium pay as described in Sections 6.2.1 and 6.2.2.

1 **ARTICLE 7: OVERTIME AND PREMIUMS**

2 **7.1 Overtime** - An employee on a 5-8 workweek schedule will be compensated at the rate of
3 one and one-half (1-1/2) times his/her hourly rate of pay (overtime rate) for all compensated hours in
4 excess of eight (8) hours per day or forty (40) hours per week, or on a holiday recognized in this
5 Agreement (in addition to the holiday pay). An employee on a 4-10 workweek schedule will be
6 compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay (overtime
7 rate) for all compensated hours in excess of ten (10) hours per day or forty (40) hours per workweek, or
8 on a holiday recognized in this Agreement (in addition to the holiday pay).

9 **7.2 Scheduled overtime work** - Scheduled overtime work will be offered to full-time regular
10 employees prior to all other employees except in those instances where full-time regular employees are
11 not readily available. Readily available is defined as: the employee not being on a leave status and is
12 present at work or at home when called at the time the overtime work is being scheduled and is in the
13 work unit in which the overtime will be worked.

14 **7.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next
15 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)
16 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of
17 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the
18 County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above
19 instances, the employee will receive overtime pay for all such hours worked but may receive no pay for
20 the regularly scheduled shift from which he/she was relieved.

21 **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
22 between the employee and the manager/designee. In accordance with Law all requests for
23 compensatory time off in lieu of overtime pay must be initiated by the employee. Compensatory time
24 off in lieu of overtime pay will be earned at the rate of one and one-half (1-1/2) hours of compensatory
25 time off for each hour of overtime worked.

26 **7.5 Overtime Authorization** - All overtime will be authorized in advance by the
27 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
28 considered overtime when it is a regularly scheduled workday for the employee.

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2 **7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for each
3 callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the
4 overtime rate.

5 **7.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has left the
6 work premises and is subsequently required to report back to work prior to his/her normally scheduled
7 shift. An employee who is called out before the commencement of his/her regular shift will be
8 compensated in accordance with the provisions of Section 7.5; provided, however, in the event the
9 employee is called back to work within four (4) hours of his/her regular shift, the employee will be
10 compensated at the overtime rate for only the hours immediately preceding the start of his/her regular
11 shift.

12 **7.7 Emergency Work Premium** - Emergency work at other than the normal scheduled shift or
13 special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be
14 compensated as overtime. In the event this overtime work is accomplished prior to the normal working
15 hours and the employee subsequently works his/her regular shift, the regular shift will be compensated
16 at the employee's regular, hourly rate of pay.

17 **7.8 Standby Premium** - An employee assigned to standby status on non-duty days, by written
18 authority of the manager/designee, will be entitled to four (4) hours pay at the overtime rate for each
19 twenty-four (24) hour period or major portion thereof while on standby status. Any work performed on
20 non-duty days while on standby status will be compensated at the overtime rate for actual time worked.
21 An employee who is required in writing to be readily available to be called into work and/or who is
22 required to wear a "beeper" outside of his/her regular work hours will be considered to be on standby
23 status.

1 **ARTICLE 8: HOLIDAYS**

2 **8.1 Holidays Observed** - Regular, probationary, provisional and term-limited temporary
3 employees (herein referred to as: "leave eligible employees") who work a full-time workweek schedule
4 will be granted the following holidays with pay:

5		
6	New Year's Day	January 1 st
7	Martin Luther King, Jr.'s Birthday	Third Monday in January
8	President's Day	Third Monday in February
9	Memorial Day	Last Monday in May
10	Independence Day	July 4 th
11	Labor Day	First Monday in September
12	Veteran's Day	November 11 th
13	Thanksgiving Day	Fourth Thursday in November
14	Day After Thanksgiving Day	Day Following Thanksgiving Day
15	Christmas Day	December 25 th
16		

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

19 **8.1.1 Part-time Employees** - Regular, probationary, provisional and term-limited temporary
20 employee (herein referred to as: ("leave eligible employees")) who work a part-time workweek schedule
21 will be granted each of the holidays with pay as provided for within Sections 8.1 and 8.4 prorated to
22 reflect their normally scheduled work day.

23 **8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a leave eligible
24 employee's regularly scheduled day off, such employee will receive compensation for the holiday as
25 provided under Section 8.1 and 8.1.1.

26 **8.3 4-10 Employees** - A (leave eligible) employee on a 4-10 workweek schedule will have two
27 (2) hours of his/her accrued vacation leave paid in order to be compensated ten (10) hours for each
28 holiday identified within Section 8.1.

1 **8.4 Floating Holidays** - Leave eligible employees, will receive two (2) additional personal
2 holidays (16 hours) to be administered through the vacation plan. These two (2) holidays will be added
3 to accrued vacation on the first of October and the first of November of each year. These days will be
4 used in the same manner as any vacation day earned.

5 **8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular
6 workweek schedule is Monday through Friday, holidays falling on a Saturday will be observed on the
7 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For
8 those leave eligible employees whose regular work schedule requires working on a Saturday and/or a
9 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

10 **8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of
11 ninety-six (96) hours of holiday pay in any one (1) calendar year.

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1 **ARTICLE 9: VACATIONS**

2 **9.1 Accrual Schedule** - Regular, probationary, provisional and term-limited temporary
 3 employees (herein referred to as: "leave eligible employees") will accrue vacation leave benefits as
 4 described in and further qualified by this section.

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

7

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

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25 **9.1.1** Notwithstanding the vacation leave schedule set forth in Section 9.1, regular employees,
 26 who were employed on or before December 31, 1995 and have completed at least three (3) but less than
 27 five (5) full years of service will accrue fifteen (15) days of vacation leave per year. At the end of the
 28 fifth full year of service, such employees will accrue vacation leave as set forth in Section 9.1.

1 **9.1.2 Part-time Employees** - Leave eligible employees who work a part-time workweek
2 schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Section
3 9.1 prorated to reflect their normally scheduled workday.

4 **9.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date of
5 hire in a benefit eligible position.

6 **9.3 Maximum Accrual** - Leave eligible employees who work a full-time workweek schedule
7 may accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time
8 workweek schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally
9 scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual
10 amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount
11 will result in forfeiture of the vacation leave beyond the maximum amount. However, vacation leave
12 beyond the maximum amount will be allowed by the manager/designee if the carry over is because of
13 cyclical workloads, work assignments or other reasons as may be in the best interests of the County.

14 **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave
15 until he/she has successfully completed his/her first six (6) months of County service. If a leave eligible
16 employee leaves County employment prior to successfully completing his/her first six (6) months of
17 County service, he/she will forfeit and not be paid for accrued vacation leave. A leave eligible
18 employee will be paid for accrued vacation leave to his/her date of separation up to the maximum
19 accrual amount if the employee has successfully completed his/her first six (6) months of County
20 service and is in good standing. Payment will be the accrued vacation leave multiplied by the
21 employee's rate in effect upon the date of leaving County employment less mandatory withholdings.

22 **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued and
23 such use or payment is consistent with the provisions of this Article.

24 **9.6 Outside Employment** - No employee will work for compensation for the County in any
25 capacity during the time that the employee is on vacation leave.

26 **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter (1/4) hour
27 increments, at the discretion of the manager/designee.

28 **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by death

1 of an employee with accrued vacation leave and who has successfully completed his/her first six (6)
2 months of County service, payment of unused vacation leave up to the maximum accrual amount will
3 be made to the employee's estate, or, in applicable cases, as provided for by State Law, RCW Title 11.

4 **9.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the
5 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
6 employees while maintaining the efficient functioning of the work unit.

7 **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible
8 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to receive
9 sick leave for that time, he/she must notify the manager/designee on the first day of the injury or illness,
10 either by telephone or fax, or by letter postmarked the first day of the injury or illness. However, if it is
11 physically impossible to give the required notice on the first day, notice must be sent as soon as possible
12 and must be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or
13 other acceptable proof of the injury or illness, while on vacation or compensatory time off must be
14 presented regardless of the number of days involved.

ARTICLE 10: SICK LEAVE

10.1 Sick Leave - Regular, probationary, provisional and term-limited temporary employees (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. Except, that sick leave will not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned. If the County adopts a payroll system that allows sick leave accruals to begin the first day of employment, such change will be implemented.

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

10.3 Partial Day Increments - Sick leave may be used in one quarter (1/4) hour increments, at the discretion of the manager/designee.

10.4 Unlimited Accrual - There will be no limit to the hours of sick leave benefits accrued by leave eligible employee.

10.5 Restoration following Separation - Separation from employment except by reason of retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave eligible employee as of the date of separation. Should the regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.

10.6 Pay upon Separation - A leave eligible employee who has successfully completed at least five (5) years of County service and who retire as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's base rate of pay in effect upon the date of leaving County employment, less mandatory withholdings.

1 **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick
2 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
3 the County's workers compensation program, then the employee has the option to augment or not
4 augment time loss payments with the use of accrued sick leave.

5 **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
6 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
7 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
8 eighty (80) hours of accrued sick leave.

9 **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
10 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
11 by his/her manager/designee.

12 **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

13 A. The employee's bona fide illness; provided, that an employee who suffers an
14 occupational illness may not simultaneously collect sick leave and worker's compensation payments
15 in a total amount greater than the net regular pay of the employee;

16 B. The employee's incapacitating injury, provided that:

17 1. An employee injured on the job may not simultaneously collect sick leave
18 and worker's compensation payments in a total amount greater than the net regular pay of the
19 employee; though an employee who chooses not to augment his/her worker's compensation time loss
20 pay through the use of sick leave will be deemed on unpaid leave status;

21 2. An employee who chooses to augment workers compensation payments
22 with the use of accrued sick leave will notify the workers compensation office in writing at the
23 beginning of the leave;

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

27 C. Exposure to contagious diseases and resulting quarantine.

28 D. A female employee's temporary disability caused by or contributed to by

1 pregnancy and childbirth.

2 E. The employee's medical, ocular or dental appointments, provided that the
3 employee's manager/designee has approved the scheduling of sick leave for such appointments.

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

6 G. To care for other family members, if:

7 1. The employee has been employed by the County for twelve (12) months or
8 more and has worked a minimum of one thousand forty (1040) hours in the preceding twelve (12)
9 months,

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

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

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

18 b. The care of the employee's child or child of the employee's spouse
19 or domestic partner whose illness or health condition requires treatment or supervision by the
20 employee; or

21 c. Care of a family member who suffers from a serious health
22 condition.

23 H. Leave eligible employees who do not qualify for use of sick leave as provided
24 under 10.10.G can use sick leave in the maximum amount of three (3) days for each instance when an
25 employee is required to care for an immediate family member who suffers from a serious health
26 condition.

27 **10.11 Unpaid Leave** - An employee may take a total of up to eighteen (18) work weeks
28 unpaid leave for his or her own serious health condition, and for family reasons as provided in

1 Sections 10.10.F and 10.10.G combined, within a twelve (12) month period. The leave may be
2 continuous, which is consecutive days or weeks, or intermittent, which is taken in whole or partial
3 days as needed. Intermittent leave is subject to the following conditions:

4 **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child
5 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
6 only if authorized by the employee's manager/designee.

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

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

15 **10.11.1 Concurrent Time** - Use of donated leave will run concurrently with the eighteen
16 (18) workweek family medical leave entitlement.

17 **10.11.2 Insurance Premiums** - The County will continue its contribution toward health care
18 during any unpaid leave taken under Section 10.11.

19 **10.11.3 Return to Work from Unpaid Leave** - An employee who returns from unpaid
20 family or medical leave within the time provided in this Article is entitled, subject to layoff
21 provisions, to:

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

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

25 **C.** The same seniority accrued before the date on which the leave commenced.

26 **10.11.4 Failure to Return to Work** - Failure to return to work by the expiration date of the
27 leave of absence may be cause for removal and result in termination of the employee from County
28 service.

1 **10.12 Provider Certification** - The manager/designee and employee is responsible for the
2 proper administration of the sick leave benefit. Verification from a licensed health care provider may
3 be reasonably required to substantiate the health condition of the employee or family member for
4 leave requests,

5 **10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted
6 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
7 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and
8 incapable of self care because of mental or physical disability.

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1 **ARTICLE 11: PAID LEAVES**

2 **11.1 Donation of Leaves** - Donation of vacation leave hours and donation of sick leave
3 hours.

4 **A. Vacation leave hours.**

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

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

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

20 **B. Sick leave hours.**

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

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

28 **3. Return of Unused Donations** - Donated sick leave hours must be used

1 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death
 2 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
 3 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
 4 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
 5 accrued sick leave hours.

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

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

14 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for
 15 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,
 16 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)
 17 days paid leave provided;

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

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

26 **11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out above
 27 in excess of five (5) working days will be subject to the terms of this Agreement.

28 **11.3 Bereavement Leave**

1 A. An employee eligible for paid leave will be entitled to three (3) working days of
2 bereavement leave a year, due to death of a member of his/her immediate family.

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

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

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

13 **11.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up
14 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the
15 school attended by the employee's child provided; an employee requesting to use sick leave for this
16 purpose will submit such request in writing specifying the name of the school and the nature of the
17 volunteer services to be performed.

18 **11.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be
19 entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive
20 of mileage, with the Department of Finance. The employee will report back to their
21 manager/designee when dismissed from jury service.

22 **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
23 time off with pay for the purpose of participating in County qualifying or promotional examinations.
24 This will include time required to complete any required interviews.

25 **11.7 Military Leave** - A leave of absence for active military duty or active military training
26 duty will be granted to eligible employees in accordance with applicable provisions of state and/or
27 federal law; provided, that a request for such leave shall be submitted to the manager/designee in writing
28 by the employee and accompanied by a validated copy of military orders ordering such active duty or

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1 active training duty.

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1 **ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN**

2 **12.1 Maintenance of Benefits** - The County presently participates in group medical, dental and
3 life insurance programs for eligible regular, probationary, provisional and term-limited temporary
4 employees and their eligible dependents. The County will maintain the current level of benefits under
5 its group medical, dental, vision and life insurance programs during the life of this Agreement except as
6 may be otherwise provided for in Section 12.2.

7 **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee
8 comprised of representatives from the County and the Labor Union Coalition. The function of the
9 Committee will be to review, study and make recommendations relative to existing medical, dental and
10 life insurance programs. The County and the Union will implement any changes in employee insurance
11 benefits which result from any agreement of the Committee.

12 **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall
13 continue to provide medical insurance coverage at no cost for active employees and their dependents for
14 those months they are unable to work due to an on-the-job injury or on-the-job illness and are receiving
15 no sick leave or vacation benefits. The total number of months of medical insurance coverage provided
16 for under this Article shall not exceed twelve (12) months or the number of months for which the
17 employee continues to receive paid sick leave and/or paid vacation leave benefits, whichever is the
18 greater.

ARTICLE 13: SENIORITY - LAYOFF AND RECALL

13.1 **Seniority Rights** - Regular employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.

13.2 **Probation** - A regular employee will be recognized as having attained seniority status when such employee has completed a probation period equivalent of six (6) months worked based on a full-time workweek schedule in a classification covered by this Agreement. Upon completion of the probation period the employee will be assigned a classification seniority date which will be the date when he/she first commenced his/her probation for that classification. An employee working less than a full-time workweek schedule will have his/her probation prorated based on the full-time workweek schedule for the work unit.

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

13.3 **Seniority Accrual While on Leave Due to Illness or Injury** - An employee will continue to accrue seniority during an absence caused by an industrial disability. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority during an unpaid leave of absence in excess of thirty (30) calendar days.

13.3.1 **Seniority Accrual While on Leave Without Pay** - An employee on an approved unpaid leave of absence of thirty (30) calendar days or longer will not accumulate seniority credits during such absence except as provided under Section 13.3.

13.4 **Promotion and Transfer** - When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority which he/she had on the date of the promotion or transfer.

13.5 **Seniority will be defined as follows:**

- "Classification Seniority" will be defined as regular employee's total length of

1 service within a specific classification covered by this Agreement.

2 • "Division Seniority" will be defined as a regular employee's total length of service
3 within a division of a department covered by this Agreement.

4 • "Departmental Seniority" will be defined as a regular employee's total length of
5 service within a department.

6 • "Bargaining Unit Seniority" for purposes of this Agreement, will be defined as a
7 regular employee's total length of service within a classification(s) covered by this Agreement.

8 • "County Seniority" will be defined as a regular employee's total length of service
9 with the County in a career service position.

10 **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for either of the following
11 causes:

12 • Discharge for just cause.
13 • Resignation; provided, however, in the event a regular employee who has completed
14 his/her probation period is rehired to a classification covered under this Agreement within twelve (12)
15 months from the date of his/her termination or resignation, the employee will then be credited with all
16 his/her seniority credits previously existing on his/her last day worked.

17 **13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County
18 will layoff the regular employee in the classification affected who has the least Classification Seniority
19 within his/her division. Prior to any layoff, all term-limited temporary, provisional, temporary and
20 probationary employees in the classification within the affected division of the department will be
21 separated first. Where two (2) or more regular employees have the same Classification Seniority, the
22 more senior employee will be the one who has the most seniority by applying the following seniority tie
23 breakers in this order: 1) Division, 2) Department, 3) Bargaining Unit, 4) County, 5) total number of
24 compensated hours, 6) a random method by mutual agreement.

25 **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-
26 force, will be permitted to use his/her classification seniority to displace or "bump out" the least senior
27 regular employee occupying the same classification. The employee will also be permitted to use his/her
28 bargaining unit seniority to displace or "bump out" the least senior regular employee occupying a

1 classification within which the bumping regular employee had previously attained seniority status;
2 provided, however, regular employees in the Parks Division, who were in a classification covered by
3 this Agreement prior to January 1, 1992, will be grand-fathered into their classification and will not be
4 subjected to or able to exercise the bumping rights provided for within this Section.

5 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to another
6 regular employee's exercise of Section 13.8, will also be afforded the right to displace or "bump out" the
7 least senior regular employee in a similar manner.

8 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be
9 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the
10 work of the position for which he/she is recalled. A regular employee will be removed from the
11 recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails
12 to accept or report to work after being recalled, or the employee requests to be removed from the
13 recall list.

1 ARTICLE 14: MISCELLANEOUS

2 **14.1 Seniority Lists** - The County will transmit to the Union a current listing of all
3 employees in each appendix in February and August of each year, beginning in the year 2000. Such
4 list will indicate the name of the employee, job classification, classification seniority date and work
5 unit.

6 **14.2 Contracting of Work** - The County will not contract out work which the members of
7 the Union have historically performed unless it is required by law or is a business necessity due to an
8 emergency situation or to augment the workforce on a short-term, temporary basis. Except for
9 emergency situations, the County will provide notice to the Union of its intent to contract out and,
10 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under
11 no circumstance will the County agree to any long-term or permanent contracting out of bargaining
12 unit work. Nothing in this provision will limit what the County has historically contracted out, and
13 no jobs will be eliminated due to contracting out.

14 **14.3 Election to Union Office** - An employee elected or appointed to an office in the Union
15 which requires a part or all of his/her time will be given an unpaid leave of absence up to one (1) year
16 without pay upon written application.

17 **14.4 Mileage Reimbursement** - All employees who have been authorized to use their own
18 transportation on County business will be reimbursed at the rate established by County ordinance.

19 **14.5 Road and River Improvement Employees** - All County Road and River Improvement
20 employees will be allowed pay from time of reporting to a designated headquarters and will end when
21 the employee returns from the field to such headquarters.

22 **14.6 Rain Gear** - The County will provide rain gear for all employees working in inclement
23 weather as needed.

24 **14.7 King County Labor-Management Committee(s)** - The County and the Union recognizes
25 the importance of a collective bargaining and employee relations climate in the County that encourages
26 cooperative efforts and joint problem-solving amongst all involved parties to better serve the public,
27 increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality
28 employees. In the interest of meeting these challenges, the County and the Union agrees to establish

1 labor-management committee(s) where mutually agreed.

2 **14.8 Biweekly Payroll** - If during the life of this Agreement the Council adopts a biweekly
3 payroll plan, the parties agree to adopt the plan.

4 **14.9 Bulletin Boards** - The County agrees to permit the Union shop stewards and business
5 representatives to post on designated County bulletin boards the announcement of meetings, election of
6 officers, and other Union material; provided, there is sufficient space beyond what is required by the
7 County for normal business operations.

8 **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities including
9 attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled shift,
10 without a loss of regular compensation, if excused from work by the employee's manager/designee.

11 **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety
12 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will
13 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe
14 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

15 **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible
16 employees for the term of this Agreement.

17 **14.13 Apprenticeship Utilization** - By mutual agreement, the County and the Union agrees to
18 enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice hiring
19 within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring will
20 conform to the individual Apprenticeship Standards, and apprentices hired will be term limited
21 temporary employees.

22 **14.14 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to
23 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular
24 employees within the classification within the bargaining unit. Any regular member of the bargaining
25 unit holding a position within the same classification as that of the vacant position will be given the
26 opportunity to apply for the position. The appointment will be made to the applicant who the County
27 determines has the knowledge, skills and ability to fill the position. Where the knowledge, skills and
28 ability of the applicants are equal, the position will be awarded on the basis of classification seniority.

1 **ARTICLE 15: GRIEVANCE PROCEDURE**

2 **15.1 Purpose** - The County and the Union recognize the importance and desirability of settling
3 grievances promptly and fairly in the interest of continued good employee relations and morale. In
4 furtherance of this objective, the County and the Union will extend every effort to settle grievances at
5 the lowest possible level of supervision.

6 **15.2 No Discrimination** - Employees will be unimpeded and free from restraint, interference,
7 coercion, discrimination or reprisal in seeking adjudication of their grievances.

8 **15.3 Grievance Definition** - A grievance will be defined as an issue relating to the
9 interpretation and application of rights, benefits, or conditions of employment as contained in this
10 Agreement.

11 **15.4 Exclusive Representative** - The Union will not be required to press employee grievances
12 if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement
13 of any grievance, including hearings and final decision of any Arbitrator, the Union will be the
14 exclusive representative of the employee.

15 **15.5 Access to Grievance Procedure** - Employees, whether Union members or not, will have
16 no independent unilateral privilege or right to invoke the grievance procedure; however, an employee's
17 complaint may be presented to his/her supervisor. If the issue is not resolved, it may be referred to Step
18 1.

19 **15.6 Resolutions are Final and Binding** - The disposition and/or settlement of any grievance
20 or other matter in dispute as determined by and between the Union and the County will be final and
21 binding upon all parties to the dispute.

22 **15.7 STEP 1** - A grievance will be presented in writing by the shop steward or the Union
23 representative within fourteen (14) days of the occurrence or knowledge of such grievance to the
24 employee's immediate supervisor. The written grievance will describe the event or circumstances being
25 grieved, the provision(s) of this Agreement that have allegedly been violated and the remedy sought.
26 The supervisor will attempt to adjust the matter with the Union representative and notify the same
27 within fourteen (14) days after receipt of the grievance. If the shop steward/Union representative does
28 not pursue the grievance to STEP 2 within fourteen (14) days after receiving the supervisor's written

1 decision, the grievance will be presumed resolved.

2 **STEP 2** - The grievance will be presented in writing to the manager/designee for
3 investigation, discussion and written reply. The manager/designee will meet with the employee and
4 Union to discuss the grievance within fourteen (14) days of the receipt of the Step 2 grievance. The
5 manager/designee will issue a written decision to the employee and the Union within fourteen (14) days
6 following the discussion. If the Union does not pursue the grievance to STEP 3 within fourteen (14)
7 days after receiving the manager/designee written decision, the grievance will be presumed resolved.

8 **STEP 3** - The grievance will be presented in writing to the Director of OHRM/designee
9 who will notify the Union of the need to form a joint committee of equal representation from the Union
10 and the County with a maximum of two (2) people for each side. The Committee will schedule a
11 meeting for the purpose of resolving the grievance within thirty (30) days after receiving the written
12 grievance.

13 **15.8 Arbitration** - Should the Committee be unable to resolve the grievance, either the County
14 or the Union may make a written request of the other party for arbitration within thirty (30) days
15 following the Committee's written decision. The written request for arbitration must specify the exact
16 question to be arbitrated, the provision(s) of the Agreement allegedly violated and the remedy sought.

17 **15.8.1 Selection Process** - The representatives for the parties will select a third disinterested
18 party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve
19 as an arbitrator, then the arbitrator will be selected from a panel of seven (7) names furnished by Federal
20 Mediation and Conciliation Service (FMCS). The arbitrator will be selected from the list by both the
21 County representative and the Union representative each alternately striking a name from the list until
22 only one name remains. The remaining name will serve as the arbitrator. The arbitrator, under
23 voluntary labor arbitration rules of the (FMCS), will be asked to render a decision promptly and the
24 decision of the arbitrator will be final and binding upon all parties to the dispute.

25 **15.8.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to, subtract
26 from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements,
27 but will have the power only to apply and interpret the provisions of this Agreement in reaching a
28 decision.

1 **15.8.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally by the
2 County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will
3 be paid equally by the County and the Union. Each party will pay the cost of any witnesses appearing
4 on its own behalf.

5 **15.9 Timelines** - Timelines under this Article may be extended by mutual agreement of the
6 parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the
7 parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

8 **15.10 Mediation** - Either party can request mediation of the other party prior to arbitration.
9 If both parties agree to mediation an impartial and mutually agreed upon mediation service will be
10 used to mediate the grievance. In the event that the grievance is not resolved in mediation either
11 party may proceed to arbitration.

1 **ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **16.1 Work Stoppages** - The County, the Council, and the Unions agree that the public interest
3 requires efficient and uninterrupted performance of all County services and to this end pledge their best
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions will not
5 cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and should same occur, the involved Union will
8 take appropriate steps to end such interference. Any concerted action by any employee in any
9 bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred
10 contrary to the provisions of this Agreement. Being absent without authorized leave will be considered
11 as an automatic resignation. Such a resignation may be rescinded by the department head if the
12 employee presents satisfactory reasons for their absence within three (3) calendar days of the date his
13 automatic resignation became effective.

14 **16.2 Employer Protection** - Upon notification in writing by the County to the Union that any
15 of its members are engaged in a work stoppage, the Union will immediately, in writing, order such
16 members to immediately cease engaging such work stoppage and provide the County with a copy of
17 such order. In addition, if requested by the County, a responsible official of the Union will publicly
18 order such Union members to cease engaging in such work stoppage.

19 **16.3 Discipline** - Any employee participating in such work stoppage or in other ways
20 committing an act prohibited in this Article will be subject to disciplinary action in accordance with the
21 County's work rules up to and including discharge, suspension, or other disciplinary action as may be
22 deemed applicable to such employee.

1 ARTICLE 17: WAIVER CLAUSE

2 17.1 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth within this
5 Agreement. Therefore, the County and the Union for the duration of this Agreement, each agree to
6 waive the right to oblige the other party to bargain with respect to any subject or matter not specifically
7 referred to or covered in this Agreement.

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1 ARTICLE 18: SAVINGS CLAUSE

2 18.1 Should any part hereof or any provisions herein contained be rendered or declared invalid
3 by reason of any existing or subsequently enacted legislation or by any decree of a court of competent
4 jurisdiction, such invalidation of such part or portions of this Agreement will not invalidate the
5 remaining portions hereof; provided however, upon such invalidation the parties will meet and negotiate
6 such parts or provisions affected. The remaining parts or provisions will remain in full force and effect.


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1 ARTICLE 19: DURATION

2 **19.1 Duration** - This Agreement will become effective upon full and final ratification and
3 approval by formal requisite means by the King County Council and will be effective January 1, 1999
4 and will continue in full force and effect through December 31, 2001.

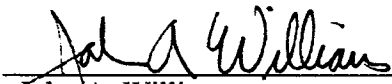
5 **19.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by
6 either party by providing to the other written notice of its intention to do so at least sixty (60) days prior
7 to December 31, 2001.

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10 APPROVED this 10 day of May, 2000

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14 By:  _____

15 King County Executive

16
17
18 JOINT CRAFTS COUNCIL

19
20
21 By:  _____
22 John A. Williams
23 Co-Chairman

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25
26 Date: 4-28-00

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

4
5 By: Joel A Dressler Date: 10 April 2000
Pacific Northwest Regional Council of Carpenters

6
7 By: Geoff B Jensen Date: 4/12/00
International Association of Machinist & Aerospace Workers District No. 160, Local No. 289

8
9 By: Ray Jones Date: 4/13/00
International Brotherhood of Boilermakers, Iron Ship Builders,
10 Blacksmiths, Forgers and Helpers Lodge No. 104

11
12 By: Christopher De Date: 5/3/00
International Brotherhood of Electrical Workers Local No. 46

13
14 By: Ad A Williams Date: 5/4/00
International Brotherhood of Teamsters Local No. 117

15
16 By: Brad Paperbrock Date: 4/17/00
International Union of Operating Engineers Local No. 302

17
18 By: Franklin Suter Date: 4-14-00
International Brotherhood of Painters & Allied Trades District Council No. 5

19
20 By: Bob Date: 4-17-00
United Association of Plumbers & Pipefitters Local No. 32

21
22 By: Paul H. Long Date: 5/1/00
Hotel Employees & Restaurant Employees (H.E.R.E.) Local No. 8

23
24 By: Paul H. Long Date: 5-5-2000
International Union of Operating Engineers Local No. 286

25
26 By: John Mustajil Date: 4/12/00
Public Service and Industrial Employees Local No. 1239

1 AGREEMENT

2 by and between

3 KING COUNTY

4 And

5 JOINT CRAFTS COUNCIL

6
7 **SUBJECT: Roads Services Division**

8
9 The County and the Unions representing employees working in the Roads Services Division will
10 continue their labor-management committee discussions to address issues such as how employees are
11 assigned, mitigation of travel expenses, past practices, and other relevant factors relating to the
12 assignment of employees to other than their normal designated work locations.

13
14 APPROVED this 10 day of May, 2000

15
16
17 By [Signature]
18
19 King County Executive

20
21
22 JOINT CRAFTS COUNCIL

23
24
25 By: [Signature]
26 John A. Williams
27 Co-Chairman

28 Date: 4-28-00

APPENDIX A

Pacific Northwest Regional Council of Carpenters

Union Code(s): 0131A
01797

APPENDIX A: Pacific Northwest Regional Council of Carpenters

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8100100	Carpenter I	47	1-2-3-4-5 *
8100200	Carpenter II	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule Note: Effective 1/1/2000, rates will change as follows: Carpenter I=48, Carpenter II=52			

A.1 Steps - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, 5.2)

A.2 Temporary Employees - A temporary employee will be hired at Step 3. (Adds, 5.2) In addition, the County will pay the full hourly contribution rate into the medical portion of the Carpenter's Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

A.3 Tools - No employee will be required to furnish tools for work.

A.4 Work Units - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, 6.3)

APPENDIX B

International Association of Machinist & Aerospace

Workers District No. 160, Local No. 289

Union Code(s): 0289A
0289B

**APPENDIX B: International Association of Machinist & Aerospace Workers District No. 160,
Local No. 289**

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8422100	Millwright	48	1-2-3-4-5 *
	Mechanic/Automotive Machinist I-HD	48	1-2-3-4-5 *
8410200	Mechanic/Automotive Machinist I	45	1-2-3-4-5 *
	Mechanic/Automotive Machinist II-HD	52	1-2-3-4-5 *
8410200	Mechanic/Automotive Machinist II	49	1-2-3-4-5 *
8431100	Heavy Equipment Body Repair Technician	48	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

B.1 Steps - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

B.2 Commercial Drivers License (CDL) - All employees in a "HD" classification or who are assigned to Renton must possess a valid CDL while in pay status. The County will pay for required training and associated costs. The employee is responsible for any costs of a physical exam and the actual license. Employees are required to successfully obtain the CDL within six (6) months.

1 Employees who are employed with the County as of February 4, 2000 who fail to pass the CDL
2 physical exam will not be separated from their position for having failed the physical exam except
3 when the failed physical exam is due to a positive test for drugs or alcohol.

4 **B.3 ASE Certification** - A regular employee who holds one-half (1/2) of the ASE certificates
5 available for his/her classification will receive a 2.5% premium. A regular employee who holds all of
6 the available ASE certificates for his/her classification will receive a 5% premium. The ASE
7 certificates must be valid in order to receive the premium. The premium is only paid in addition to
8 the regular, base hourly rate of pay.

9 **B.4 Tool Allowance** - The County will pay an annual tool allowance of \$200.00 to each
10 regular employee who is required to provide tools for work as a condition of employment. The
11 Union and the County will meet and confer on the repair of employee owned power tools used for
12 work.

13 **B.5 Work Units** - Work units will be defined as those County Divisions in which members
14 are regularly assigned to work. (See, Article 6.3)

APPENDIX C

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

Union Code(s): 0104A

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

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8426100	Metal Fabricator	49	1-2-3-4-5*
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

C.1 Steps - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

C.2 Temporary Employees - A temporary employee will be hired at Step 3. (Adds, Article 5.2) The County will pay the full hourly contribution rate into the medical portion of the Boilermakers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

C.3 Apprenticeship - It is understood and agreed by and between the County and the Union that to ensure an adequate supply of competent, skilled craftsmen are available at all times, an Apprenticeship Program may be established by mutual consent of the County and the Union. The Apprenticeship Program will not conflict with Federal or Washington State Apprenticeship Laws, and will provide the following:

- The Seattle Boilermakers Labor/Management Joint Apprenticeship Training Committee

1 (JATC) will administer an apprenticeship program.

2 • The JATC will accept two (2) additional members from the County shops comprised of one
3 selected by the County and one selected by the Union. These two (2) members will function as a
4 subcommittee to the JATC.

5 • The sub-committee will work with the JATC and provide information regarding County rules,
6 regulations, and work progress guidelines. The subcommittee will also provide input and advice
7 regarding the needs of the County shop apprenticeship program and will make regular reports to the
8 JATC.

9 • Apprentices will be covered by all of the terms and conditions of this Agreement, except
10 wages, which will be paid as set forth below:

0000-1040 Hours	1041-2080 Hours	2081-4060 Hours
85% of Step 1	90% of Step 1	95% of Step 1

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15 • Upon the successful completion of four thousand sixty (4060) hours of work in the
16 Apprenticeship Program, the apprentice will be eligible for openings in a journey-person position in
17 accordance with the County Personnel Guidelines.

18 • Upon attaining journey-person status, the employee will be subject to wage provisions of this
19 Agreement.

20 **C.4 Work Units** - Work units will be defined as those County Divisions in which members
21 are regularly assigned to work. (See, Article 6.3)

APPENDIX D

International Brotherhood of Electrical Workers Local No. 46

Union Code(s): 0046A

APPENDIX D: International Brotherhood of Electrical Workers Local No. 46

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8201100	Electrician I	53	1-2 *
8201200	Electrician II	57	1-2 *
8303200	Electronic Communication Technician II	50	1-2-3-4-5 **
8200100	Electrician Helper	37	1-2-3-4-5 **
* These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule ** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

D.1 Temporary Employees - The County will pay the full hourly contribution rate into the medical portion of the Electrical Workers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

D.2 High Voltage - An employee assigned to and working at the Airport Division will receive a premium of five percent (5%) over his/her regular hourly rate of pay for each hour he/she works with high voltage (600 volts or more). (Note: This provision will be effective with the first full pay-period following the full ratification of the Agreement.)

D.3 Apprenticeship - The Union is excluded from provisions of Article 14.3, Apprenticeship Utilization, of the Agreement.

D.4 Work Units - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Article 6.3)

APPENDIX E

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117A

APPENDIX E: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9440200	Utility Worker II	39	1-2-3-4-5 *
	Crew Chief	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

E.1 Temporary Employees - The County will pay the full hourly contribution rate into the medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

E.2 Position Opening, Work Site Location, and/or Days Off Assignments - Classification seniority will be a primary factor, but not the sole or exclusive factor, in determining an employee's assignment to a work-site location and/or days off; provided, however, the employee must have previously submitted a written notification to the manager/designee indicating his/her interest in attaining the work-site location and/or days off; provided further, the employee must be capable of performing the work required. Crew experience mix will be recognized as an appropriate criteria in determining such assignment. In determining an assignment to a position opening, seniority will be given due consideration; provided, however, the employee must have previously submitted a written notification to the manager/designee indicating his/her interest in attaining the position; and provided, further, the employee must be capable of performing the work required. (Supplants, Article 6.3)

E.2.1 In the event a dispute should develop regarding the proper interpretation and/or administration of Section E.2, as it relates to position openings, the dispute will be heard by the

1 Labor/Management Dispute Board. The Board will be comprised of four (4) persons: two (2) selected
2 by the County and two (2) selected by the Council. The Board, upon hearing the dispute, will issue a
3 majority decision that is final and binding upon all parties.

4 **E.3 Crew Chief Callout Premium and Vehicles** - Crew Chiefs will be paid a minimum of two
5 (2) hours at the overtime rate for each callout when required to return to work once having left the work-
6 site upon completion of their shift. The division will continue the practice of Crew Chiefs taking
7 County vehicles to their residence upon completion of their shift when the division determines that it is
8 necessary; provided, however, the County shall retain exclusive right to assign vehicles to Crew Chiefs
9 and/or to revoke such assignment at its exclusive discretion upon thirty (30) days notice. (Supplants,
10 Articles 7.6 and 7.6.1)

11 **E.3.1** In the event the County elects to revoke its practice of Crew Chiefs taking County
12 vehicles to their residence upon completion of their shift, Crew Chiefs shall be compensated for any
13 callout at the four (4) hour minimum rate provided for within Articles 7.6 and 7.6.1.

14 **E.4 Temporary Hires** - Temporary employees hired to fill vacancies in regular positions shall
15 be hired from a current employment list.

16 **E.5 Work Units** - Work units will be defined as those County Divisions in which members
17 are regularly assigned to work. For employees working in the Roads Services Division, work units
18 will be determined by the Labor-Management Committee. (See, Article 6.3)

APPENDIX F

International Union of Operating Engineers Local No. 302

Union Code(s): 0302A

APPENDIX F: International Union of Operating Engineers Local No. 302

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9324100	Equipment Operator	47	1-2-3-4-5 * +
	Equipment Service & Maintenance Specialist-HD	43	1-2-3-4-5 *
8503100	Pump Plant Operator	45	1-2-3-4-5 *
9203100	Vegetation Specialist	46	1-2-3-4-5 *
7540200	Wastewater Treatment Operator	47	1-2-3-4-5 *
8540400	Wastewater Treatment Senior Operator in Charge	55	1-2-3-4-5 *
8501100	Landfill Gas Operator I	47	1-2-3-4-5 *
8501200	Landfill Gas Operator II	55	1-2-3-4-5 *

* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule
 + An employee working a 7-10 workweek schedule will be compensated at a monthly rate of pay equivalent to that received by an employee working a forty (40) hour workweek schedule.

F.1 Steps - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

F.2 Temporary Employees - The County will pay the full hourly contribution rate into the medical portion of the Operating Engineers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

F.3 Position Opening, Work Site Location, and/or Days Off Assignments - Classification

1 seniority will be a primary factor, but not the sole or exclusive factor, in determining an employee's
2 assignment to a work-site location and/or days off; provided, however, the employee must have
3 previously submitted a written notification to the manager/designee indicating his/her interest in attaining
4 the work-site location and/or days off; provided further, the employee must be capable of performing
5 the work required. Crew experience mix will be recognized as an appropriate criteria in determining
6 such assignment. In determining an assignment to a position opening, seniority will be given due
7 consideration; provided, however, the employee must have previously submitted a written notification
8 to the manager/designee indicating his/her interest in attaining the position; and provided, further, the
9 employee must be capable of performing the work required. (Supplants, Article 6.3)

10 **F.3.1** In the event a dispute should develop regarding the proper interpretation and/or
11 administration of Section F.3, as it relates to position openings, the dispute will be heard by the
12 Labor/Management Dispute Board. The Board will be comprised of four (4) persons: two (2) selected
13 by the County and two (2) selected by the Union. The Board, upon hearing the dispute, will issue a
14 majority decision that is final and binding upon all parties.

15 **F.4 4-10 Schedule** - In the event the Solid Waste Division determines to use an additional 4-10
16 work schedule, the Division and the Union will develop a mutually agreeable schedule and will allow
17 employees to bid for placement on the schedule. (Modifies, Article 6.1.1)

18 **F.5 Hazardous Waste Site** - When a job site has been determined by the County to contain
19 hazardous waste materials, as defined by local and national guidelines, the County will meet all
20 requirements of NIOSH/OSHA/WISHA/EPA or other laws pertaining to site specific education,
21 training and safety requirements. The County is agreeable to meet and resolve issues on short notice if
22 questions arise; however, the parties agree that this section is not subject to the provisions of the
23 Grievance Procedure.

24 **F.6 7-10 Schedule** - Workweek schedules of 7 days on and 7 days off (scheduled over two
25 FLSA workweeks) are established in the Solid Waste Division. Each workday will be 10 hours
26 exclusive of the meal period. (See, Article 6.1.2)

27 **F.6.1 Overtime** - An employee working a 7-10 work schedule will be compensated at the rate
28 of one and one-half (1-1/2) times the employee's regular hourly rate of pay for time worked in excess of

1 ten (10) hours per day or seventy (70) hours in a 7-10 work schedule. However, when the hours worked
2 by an employee are to attend bonafide training sessions, safety meetings or other activities agreed to
3 between the Union and the County and are in excess of ten (10) hours per day or seventy (70) hours in
4 any fourteen (14) day period, the employee will be compensated at his/her straight time rate of pay up to
5 a maximum of ten (10) hours in a 7-10 work schedule, unless otherwise required by law. (Modifies,
6 Article 7)

7 **F.6.2 Holidays** - An employee on a 7-10 workweek schedule will receive New Years Day
8 (January 1st), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25th) as
9 holidays off work without a reduction in pay. In addition, an employee will be paid at the rate of time
10 and one-half (1-1/2) for work performed on Martin Luther King's Birthday (third Monday in January),
11 Presidents' Day (third Monday in February), Memorial Day (third Monday in May), Independence Day
12 (July 4), Labor Day (first Monday in September), Veterans Day (November 11), and the day after
13 Thanksgiving. (Supplants, Article 8)

14 **F.6.3 Vacation** - The vacation accrual rate for regular employees who are assigned to a 7-10
15 workweek schedule as of January 1, 1996 and have continued to remain on the workweek schedule
16 will receive vacation leave benefits for each hour in pay status exclusive of overtime as described in
17 the following table. (Adds, Article 9.1)

19	Through end of year 3	.0460
20	Upon beginning of year 4	.065934
21	Upon beginning of year 11	.0769
22	Upon beginning of year 13	.087912
23	Upon beginning of year 19	(Article 9.1)

24
25 **F.6.4 Sick Leave Accruals** - A regular employee assigned to a 7-10 workweek schedule as
26 of January 1, 1996 will accrue sick leave in proportion to the relationship his/her basic work week
27 bears to forty (40) hours. (Adds, Article 10.1)

28 **F.6.5 Vacation and Sick Leave Accruals** - An employee who qualifies for the above

1 vacation (F.6.3) and sick leave (F.6.4) accrual schedules but changes from a 7-10 workweek schedule
2 to a 5-8 or 4-10 workweek schedule, will only be eligible to receive vacation accruals as provided
3 under Articles 9.1 and 10.1.

4 **F.7 Work Units** - Work units will be defined as those County Divisions in which members
5 are regularly assigned to work. For employees working in the Roads Services Division work units
6 will be determined by the Labor-Management Committee. (See, Article 6.3)

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APPENDIX G

International Brotherhood of Painters & Allied Trades District Council No. 5

Union Code(s): 0300A
1094A
1982A

APPENDIX G: International Brotherhood of Painters & Allied Trades District Council No. 5

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8101100	Painter I	47	1-2-3-4-5 *
8101200	Painter II	51	1-2-3-4-5 *
8103100	Sign Painter I	47	1-2-3-4-5 *
8103200	Sign Painter II	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

G.1 Steps - An employee who is hired into a regular position and who has successfully completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

G.2 Temporary Employees - The County will pay the full hourly contribution rate into the medical portion of the Painters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

G.3 Work Units - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Article 6.3)

APPENDIX H

United Association of Plumbers & Pipefitters Local No. 32

Union Code(s): 0032A
0032C

APPENDIX H: United Association of Plumbers & Pipefitters Local No. 32

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8500100	Plumbing and Mechanical I	52	1-2 *
8500200	Plumbing and Mechanical II	56	1-2 *
5319100	Plumbing Inspector	55	1-2 *
5319200	Senior Plumbing Inspector	59	1-2 *
9202100	Irrigation Specialist/Plumbing and Mechanical I	52	1-2 *
8500000	Plumber Helper	37	1-2-3-4-5 **

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

H.1 Temporary Employees - The County will pay the full hourly contribution rate in to the medical portion of the Plumbers' Health and Welfare Trust on behalf of the employee for each hour in pay status. (See, Article 5.4)

H.2 Tools and Protective Clothing - The County will provide all tools and protective clothing required to perform the assigned work.

H.3 Licenses - The County will pay the actual cost of any license required by the County, except Commercial Driver's License.

H.4 Work Units - Work units will be defined as those County Divisions in which members are regularly assigned to work. (See, Article 6.3)

APPENDIX I

Hotel Employees & Restaurant Employees (H.E.R.E.) Local No. 8

Union Code(s): 0008A
0008B

APPENDIX I: Hotel Employees & Restaurant Employees (H.E.R.E.) Local No. 8

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9500200	Cook-Baker	43	1-2-3-4-5 *
	Lead Cook-Baker	47	1-2-3-4-5 *
9500100	Cook Helper	24	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

I.1 Compensatory Time - If requested by the employee and agreed to by the Division Manager/designee, compensatory time off in lieu of overtime compensation may be authorized. (Supplants, Article 7.4)

I.1.1 Compensatory time off in lieu of overtime will be earned at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.

I.1.2 A maximum of forty (40) hours of compensatory time off may be accumulated.

I.1.3 Accrued compensatory time off will be expended within the calendar year in which it is earned, unless through mutual agreement between the employee and the County, the employee is allowed to carry the accumulation into the ensuing year.

I.1.4 Notwithstanding the provisions of Section I.1.3, compensatory time off will be scheduled at a time mutually agreed upon by the employee and the County.

I.2 Direction of Staff/Inmates - Cook-Bakers, Lead Cook-Bakers and Cooks Helpers may be

1 required to direct other staff and/or inmates in the performance of their regular duties.

2 **I.3 Promotion** - The County welcomes and encourages employees to apply for promotional
3 opportunities.

4 **I.4 Wellness Incentive Plan** - Employees within the bargaining unit who, during a payroll year
5 (as reflected on the December 20th or last paycheck of the year), use less than twenty-five (25) hours of
6 sick leave may convert eight (8) hours of unused, accrued sick leave to a vacation day to be used in the
7 following calendar year.

8 **I.5 Shift Differential** - The provisions of Articles 6.21 and 6.2.2 relating to shift differential
9 will not apply to members of this bargaining unit.

10 **I.6 Schedule and Shift** - Full time Employees shall be required to work a full 40-hour
11 workweek exclusive of the meal period. The Standard shift will be 8 hours exclusive of the meal
12 period.

13 **I.7 Work Units** - Work units will be defined as those County Divisions in which members
14 are regularly assigned to work. (See, Article 6.3)

15 **I.8. Temporary Employees Medical** - The County will pay the full hourly contribution rate
16 into the medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for
17 each hour in pay status. (Modifies, Article 5.4)

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APPENDIX J

13866

International Union of Operating Engineers Local No. 286

Union Code(s): 0286A

APPENDIX J: International Union of Operating Engineers Local No. 286

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
8502200	Operating Engineer II	47	1-2-3-4-5 *
8502300	Operating Engineer III	51	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

Operating Engineer II - This classification is based upon the employee's willingness to rotate on an annual basis, through shifts and assignments as required. The changes in shift and assignment shall be made on September 1st of each year. Facilities management will post the rotating schedule for the time period covered by the Agreement. The rotating schedule will contain only one revolving shift (two swings, two graveyards, one day). In addition, the employee must:

- Possess a Grade #3 Steam Engineer License and a Refrigeration Operating Engineer's license,
- Be available for (a) call out on off days or off shifts and (b) standby for which appropriate premiums would be paid,
- Be qualified or be able to become qualified as a journeyman on the computer, mechanical fan or compressor repair, pneumatics.

Operating Engineer III - The County may elect to compensate the employee currently (as of the effective date of this Agreement) occupying the position at a rate in excess of the minimum set forth

1 in the Agreement.

2 **J.1 Steps** - An employee who is hired into a regular position and who has successfully
3 completed the Washington State Apprenticeship program in the craft hired will start at Step 3 and
4 advance to Step 5 on successful completion of probation. (Adds, Article 5.2)

5 **J.2 Licenses** - The County will pay the actual cost of any license required by the County,
6 except CDL.

7 **J.3 Filling Of Vacant Shifts** - In the event a shift becomes permanently vacant, notice of the
8 vacancy will be posted. The notice will have the date and hour of its posting and it will remain posted
9 for seventy-two (72) consecutive hours. Regular employees who desire to work the vacant shift will
10 indicate so by signing the posted notice. The employee with the greatest bargaining unit seniority will
11 be assigned to the vacant shift; provided however, he/she is qualified to handle the work. Questions
12 relating to the qualifications of an employee who has designated his/her interest will be decided through
13 the grievance procedure. (Supplants, Article 6.3)

14 **J.4 Overtime Work** - Overtime work will be divided and rotated as equally as possible
15 amongst those employees who desire overtime work. Employees will indicate their availability for
16 overtime work by placing their names on the overtime roster which will be posted in the workplace at
17 all times. The posting of the overtime roster will be the responsibility of the Operating Engineer III.
18 (Supplants, Article 7.2)

19 **J.5 Vacation Preference** - Vacation preference requests for a period beginning March 1st
20 through the following March 1st must be received by Management not later than February 1st of the
21 preceding twelve (12) month period during which the vacation is being requested. Upon receipt of the
22 request, a vacation schedule will be developed and posted on or before March 1st. Vacation preference
23 requests will be granted on the basis of bargaining unit seniority provided that essential operations are
24 properly staffed at all times. All vacation requests made after February 1st will be granted only with the
25 mutual agreement of Management and the employee. (Supplants, Article 9.9)

26 **J.6** The county will provide four (4) uniforms to employees and replace them as needed.

27 **J.7 Work Units** - Work units will be defined as those County Divisions in which members
28 are regularly assigned to work. (See, Article 6.3)

1 APPENDIX K

2 Public Service and Industrial Employees Local No. 1239

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4 Union Code(s): 1239A

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6 **APPENDIX K: Public Service and Industrial Employees Local No. 1239**

7 This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific
8 provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9440100	Utility Worker I	35	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

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15 **K.1. Retirement** - All employees hired prior to January 1,1990, will continue to be covered by
16 the applicable retirement system in which they are enrolled as of December 31, 1989; i.e., Seattle City
17 Employees Retirement System, PERS I or PERS II. Contributions to the applicable retirement system
18 will be made in accordance with the respective applicable City of Seattle Ordinance(s), County
19 Ordinance(s), or State Law.

20 **K.2 Seniority** - Effective upon signature of the Agreement, Utility Worker I's in positions
21 represented by Local 1239 will have their continuous service in the classification of Utility Laborer
22 included for purposes of determining classification seniority.

13866

APPENDIX L

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117B
0117H
0117M

APPENDIX L: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
9410100	Equipment Services & Maintenance Specialist	39	1-2-3-4-5 *
	Equipment Services & Maintenance Specialist-HD	43	1-2-3-4-5 *
9442100	Bridge Tender	30	1-2-3-4-5 *
5220100	Security Officer	36	1-2-3-4-5 *
4300200	Customer Service Specialist II	36	1-2-3-4-5 *
	Parking Attendant	31	1-2-3-4-5 *
2211100	Inventory Purchasing Specialist I	38	1-2-3-4-5 *
2211200	Inventory Purchasing Specialist II	43	1-2-3-4-5 *
2211300	Inventory Purchasing Specialist III	47	1-2-3-4-5 *
9320200	Assistant Election Distribution Center Supervisor	41	1-2-3-4-5 *
9320300	Election Distribution Center Supervisor	50	1-2-3-4-5 *
9320100	Election Equipment Technician	34	1-2-3-4-5 *
	Utility Worker Assistant	29	1-2-3-4-5 *
9326100	Vehicle Dispatcher	37	1-2-3-4-5 *
9321100	Truck Driver I	36	1-2-3-4-5 *

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

1 **L.1 Temporary Employees** - The County will pay the full hourly contribution rate in to the
2 medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for each hour
3 in pay status. (See, Article 5.4)

4 **L.2 Bridge Tenders** - Bridge Tenders can bid for their shift at least once per year and when a
5 position is vacant. Bidding will be based on classification seniority.

6 **L.3 Security Officers** - The workweek schedule for Security Officers is 3 - 13 hours shifts.
7 (See, Article 6.1.2) When the hours worked during a shift occur on a holiday, all such hours will be
8 paid at the rate of time and one-half (1-1/2) the employee's regular, base hourly rate of pay.
9 (Modifies, Article 7.1)

10 **L.4 Work Units** - Work units will be defined as those County Divisions in which members
11 are regularly assigned to work. (See, Article 6.3)

APPENDIX M

13866

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117S

APPENDIX M: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
5220100	Security Officer	36	1-2-3-4-5 *
	Security Sergeant	40	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

M.1 Electronic Premium - A Security Officer who is assigned in writing by the Security Chief/designee to perform electronic technician work will receive a premium of 5% of the employee's regular, base hour rate of pay. Pay is for actual hours assigned.

M.2 Temporary Employees Medical - The County will pay the full hourly contribution rate into the medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (Modifies, Article 5.4)

M.3 Hours of Work - The establishment of shifts, schedules and work assignments are vested solely with the manager/designee and may be changed from one posted work schedule to another. (Supplants, Article 6)

M.3.1 Schedule Requests - Employees will submit their requests for shifts, schedules and work assignments in writing to the Security Chief/designee. The request must be submitted by the tenth (10th) day of each month for the next month work schedule. Each timely submitted request will be considered on factors such as, but not limited to, the employee's ability to do the work, seniority

1 and the needs of the County. Copies of the work schedule will be available to each employee and
2 they are responsible for knowing their assignments.

3 **M.3.2 Change in Schedule** - If a regular employee's posted work schedule is changed with
4 less than seven (7) days notice, all hours worked for the first shift of the new work schedule will be at
5 the overtime rate of pay.

6 **M.3.3 Temporary Employees' Assignments**- Temporary employees may be assigned at any
7 time and are not eligible for overtime as provided herein, except as provided by law.

8 **M.3.4 Shift Trades** - Regular employees may trade shifts with the approval of the Security
9 Chief/designee. Requests for changing shifts must be submitted in writing at least fourteen (14) days
10 prior to the change. In no case will the trading of a shift result in the payment of overtime wages for
11 anyone involved in the trade.

12 **M.3.5 Special Shift** - A regular employee who is scheduled to work a "special shift", as
13 determined by the Security Chief/designee, will receive four (4) hours of regular straight-time wages
14 if such "special shift" is cancelled with less than twenty-four (24) hours advance notice. Such
15 payment shall not be used for the purpose of calculating the compensable hours for overtime
16 payment.

17 **M.4 Layoff** - Prior to any layoff of a regular employee, temporary employees will be
18 separated first. In the event of a lay-off, part-time regular employees will be laid-off before full-time
19 regular employees. (Modifies, Article 13.7) Except as otherwise provided herein, seniority
20 provisions under Article 13 will apply.

APPENDIX N

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117J

APPENDIX N: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
3120400	Chemical Dependency Program Screener	36	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

N.1 Temporary Employees - The County will pay the full hourly contribution rate in to the medical portion of the Teamsters' Health and Welfare Trust on behalf of the employee for each hour in pay status. (Modifies, Article 5.4).

N.2 Shift Premiums - Employees covered by this Appendix will receive the following shift premiums. To qualify for the shift premium at least 50% of an employee's scheduled hours must be after 4:10 PM. (Supplants, Articles 6.2.1 and 6.2.2)

Swing Shift	\$100 per month
Graveyard Shift	\$100 per month

N.3 Bid Postings - The provisions of Article 6.3 (Bid Postings) will not apply to this bargaining unit.

N.4 Schedule Change - Employees will be given no less than 48 hours notice of involuntary changes in work schedules, unless due to an emergency situation, immediate changes are required to

1 provide adequate levels of staffing. (Supplants, Articles 6.3.1, 6.4, 6.5, 6.6 et seq.)

2 **N.5 Clothing Allowance** - Employees will be provided \$75 on January 5 and July 5 each year
3 for clothing maintenance.

4 **N.6 Personal Property** - Employees who unavoidably suffer a loss or damage to personal
5 property while on duty will have property repaired or replaced at County expense. Reimbursement
6 for non-essential personal property will not exceed one hundred and fifty dollars (\$150.00).

7 **N.6.1** Reimbursement for essential personal property will not exceed one hundred and fifty
8 dollars (\$150.00); unless the replacement cost is greater for a necessary item such as prescription
9 glasses and hearing aids. Facility management, to minimize its loss expense, may issue a policy as to
10 which items which will be brought on the premises at the employee's own risk, like expensive leather
11 jackets and jewelry (other than wedding bands).

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APPENDIX O

International Brotherhood of Teamsters Local No. 117

Union Code(s): 0117Q

APPENDIX O: International Brotherhood of Teamsters Local No. 117

This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific provision(s) therein.

Classification Number	Classification Title	Pay Range	Steps
7423	Security Screener	26	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule			

O.1 Temporary Employees - The County will pay the full hourly contribution rate into the medical portion of the Teamsters' Health and Welfare Trust on behalf of the temporary for each hour in pay status. (See, Article 5.4)

O.2 Work Schedule - Employees will be scheduled to work when needed. The establishment of shifts and workweek schedules is vested solely with the County and may be changed to meet operational needs. The normal shift will be eight (8) hours inclusive of the meal period. Employees will be given seven (7) days advance notice of planned shift and/or workweek schedule changes; however, in those circumstances where changes are needed due to unforeseen events, employees may be assigned with minimal or no notice. The provisions of Articles 6.2.1 and 6.2.2 (shift premium) will not apply to employees covered under this Appendix. (Supplants, Article 6)

O.3 Polygraph - Employees under this Appendix are subject to pre-hire polygraph testing pursuant to RCW 49.44.120.