



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 30, 2013

Ordinance 17566

Proposed No. 2013-0188.1

Sponsors Gossett and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and two memoranda of agreement
3 (Addressing The 2011 Budget Crisis and Footwear
4 Allowance) negotiated by and between King County and
5 Joint Crafts Council representing employees in the
6 departments of adult and juvenile detention, executive
7 services, natural resources and parks, public health, and
8 transportation; and establishing the effective date of said
9 agreements.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The collective bargaining agreement and two memoranda of
12 agreement (Addressing The 2011 Budget Crisis and Footwear Allowance) negotiated by
13 and between King County and Joint Crafts Council representing employees in the
14 departments of adult and juvenile detention, executive services, natural resources and
15 parks, public health, and transportation and attached hereto are hereby approved and
16 adopted by this reference made a part hereof.

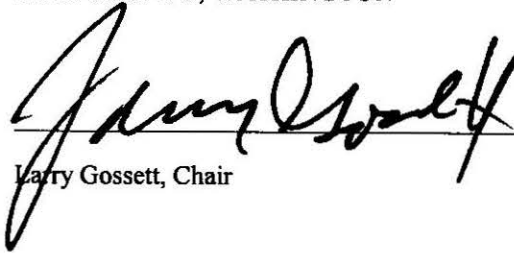
17 SECTION 2. Terms and conditions of the collective bargaining agreement and
18 memorandum of agreement regarding Footwear Allowance shall be effective from
19 February 1, 2010, through and including January 31, 2014. Terms and conditions of the

20 memorandum of agreement regarding Addressing The 2011 Budget Crisis shall be
21 effective from January 1, 2011, through and including December 31, 2014.
22

Ordinance 17566 was introduced on 4/22/2013 and passed by the Metropolitan King County Council on 4/29/2013, by the following vote:

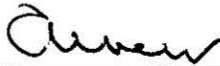
Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Dunn, Mr. McDermott and Mr.
Dembowski
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



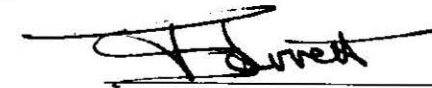
Larry Gossett, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 9 day of May, 2013.



Dow Constantine, County Executive

Attachments: A. Agreement by and between King County and Joints Crafts Council, B. Memorandum of Agreement by and between King County and Joints Crafts Council, Construction Crafts, C. Memorandum of Agreement - Footwear Allowance

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KING COUNTY COUNCIL

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AGREEMENT

by and between

KING COUNTY

and

JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

February 1, 2010 through January 31, 2014

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AGREEMENT

by and between

KING COUNTY

and

JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

February 1, 2010 through January 31, 2014

Appendix A: Pacific Northwest Regional Council of Carpenters, Local 30 34

Appendix B: International Association of Machinists and Aerospace
Workers Local 289 36

Appendix C: International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,
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AGREEMENT**by and between****KING COUNTY****and****JOINT CRAFTS COUNCIL****(Representing Construction Crafts Employees)****February 1, 2010 through January 31, 2014**

These articles constitute an agreement, the terms of which have been negotiated in good faith between King County (County) and the Joint Crafts Council (Union), whose members are listed under Article 19 - Duration. This agreement shall be subject to approval by ordinance by the Metropolitan County Council (Council) of King County, Washington.

ARTICLE 1: PURPOSE

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

ARTICLE 2: NON-DISCRIMINATION

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

ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP

3.1 **Recognition** - The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, term-limited temporary and temporary employees whose job classifications are in the work units listed in the attached Appendices.

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 (30th) day following the effective date of this Agreement become and

1 remain members in good standing in the Union or pay fees to the Union to the extent permitted by
2 law. It will also be a condition of employment that all employees covered by this Agreement and
3 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day
4 following the beginning of such employment become and remain members in good standing in the
5 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing
6 contained in this Section will require employees to join the Union who can substantiate, in
7 accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or
8 initiation fees to Union organizations. Such employees will pay an amount of money equivalent to
9 regular Union dues and initiation fees to a non-religious charity or to another charitable organization
10 mutually agreed upon by the employee and the Union. If the employee and the Union do not reach
11 agreement on such matter, the Public Employment Relations Commission (PERC) shall designate the
12 charitable organization. Employees will furnish proof to the Union each month that such payment
13 has been made.

14 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
15 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a
16 written request for discharge and verifies that the employee received written notification of the
17 delinquency including the amount owing, the method of calculation, and the notification that the non-
18 payment after a period of no less than seven (7) days will result in discharge by the County. A copy
19 of each written notification will be mailed to the County concurrent with its mailing to the employee.

20 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an
21 employee, the County will have deducted from the pay of such employee the amount of dues and
22 initiation fees as certified by the Union and will transmit the amount to the Union.

23 **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any
24 claims made and against any suit instituted against the County on account of any check-off of dues
25 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in
26 error upon presentation of proper evidence thereof.

27 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or
28 promoted into a position included in the bargaining unit to sign a form which will inform them of the

1 Union's exclusive recognition. One (1) copy of the form will be retained by the County, one (1) copy
2 will be given to the employee and the original will be sent to the Union. The County will notify the
3 Union when an employee leaves the bargaining unit.

4 **3.7 Payroll Deduction for Political Contributions** - The County shall, upon receipt of a
5 written authorization form that conforms to legal requirements, deduct from the pay of a bargaining
6 unit employee the amount of contribution the employee voluntarily chooses for deduction for political
7 purposes and shall transmit the same to the Union/designee, in accordance with instructions provided
8 by the Union.

9 **ARTICLE 4: MANAGEMENT RIGHTS**

10 **4.1 General** - The Union recognizes the prerogatives of the County to operate and manage its
11 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
12 terms and conditions of this Agreement.

13 **4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the
14 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train,
15 layoff, and discipline and discharge regular employees for just cause; direct and assign the work;
16 assign employees to work locations within the division; develop and modify classification
17 specifications; allocate positions to those classifications; allocate employees to those positions;
18 determine work shifts and work schedules; schedule and assign overtime work; establish the methods,
19 means and processes by which work is performed; establish rules; and the right to take whatever
20 actions are necessary in emergencies in order to assure the proper functioning of the work units.

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

22 **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the
23 corresponding rates of pay are set forth within Appendices "A" through "I" which are attached hereto
24 and made a part of this Agreement.

25 **5.2 STEP Advancement** - A regular employee may be hired at STEP 1 of the wage range
26 provided under the appendix covering the classification or above STEP 1 as provided under the
27 County's Personnel Guidelines. Upon completion of the probationary period for the initial hire into
28 the classification, the employee will move from the initial STEP hired to the next wage STEP in the

1 wage range, if hired at Step 1. If the employee is hired above Step 1, moving to the next Step is at the
2 hiring authority's discretion within the first year after hire. STEP increases thereafter will be
3 annually, on the date of the first Step movement after the initial hire into the classification until the
4 top STEP is reached. An employee working less than full-time will receive STEP increases prorated
5 based on the full-time work schedule of the work unit.

6 **5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a
7 higher paying classification will be placed into the pay STEP providing no less than a four and one-
8 half (4-1/2) percent increase in his/her base hourly rate of pay not to exceed the top pay STEP of the
9 higher paying classification.

10 **5.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a
11 temporary employee may be eligible for participation in the Union's Health and Welfare Trust as
12 provided under the appendix, where applicable. The temporary employee may also be eligible to
13 receive other compensation provided under King County Code, as amended, in the event the
14 employee exceeds the rolling year working hours threshold.

15 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant
16 regular positions.

17 **5.6 COLA** - Cost of living adjustments will be in accordance with the Memorandum of
18 Agreement "Addressing The 2011 Budget Crisis".

19 **5.7 Out-of-Classification** - An employee may be temporarily assigned in writing by the
20 manager/designee to a higher paid classification under this Agreement when the higher-level duties
21 and responsibilities comprise the majority of the work performed. The employee will be paid at the
22 first STEP of the higher paid classification that provides an increase of at least five (5) percent above
23 his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out-of-
24 classification in excess of thirty (30) continuous days, all compensated hours will be at the higher rate
25 of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional rights.
26 An employee assigned by the manager/designee to perform the duties of a lower paid classification on
27 a temporary basis will not have a reduction of wages.

28 **5.8 Lead Assignment** - An employee may be temporarily assigned in writing by the

1 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)
2 percent above his/her base hourly rate of pay. In the event that the employee works as a lead in
3 excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This
4 provision will be superseded by lead level classifications in the attached appendices, if such
5 classifications have a higher wage rate than the employee's base hourly rate of pay.

6 **ARTICLE 6: HOURS OF WORK**

7 **6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
8 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and
9 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

10 **6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule
11 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive
12 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)
13 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or
14 a Sunday.

15 **6.1.2 Additional Work Schedules** - By mutual agreement, additional work schedules
16 may be established for each Appendix.

17 **6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of
18 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.

19 **6.2.1 Second Shift** - An employee assigned to work on a shift beginning between the
20 hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an
21 employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An
22 employee who is regularly assigned to the second shift will have all compensable time paid at the
23 higher rate of pay.

24 **6.2.2 Third Shift** - An employee assigned to work on a shift beginning between the
25 hours of 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an
26 employee assigned third shift will be his/her base hourly rate of pay plus fifteen (15) percent. An
27 employee who is regularly assigned to the third shift will have all compensable time paid at the higher
28 rate of pay.

1 **6.2.3 Overtime** - The additional hourly compensation (shift premium) paid to
2 employees assigned to second or third shift will not be paid for overtime hours worked by employees
3 who are assigned to first shift.

4 **6.3 Bid Postings** - Except in situations where the shift or schedule was established pursuant
5 to the Alternative Work Arrangement Policy, all newly established or changed regular work schedules
6 (days of work), shifts (hours of work) and vacant positions in the work unit will be posted on work
7 site bulletin boards. Employees within the specific classification in the affected work unit will have
8 the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent adequate
9 interest, the County may assign employees within the classification in the affected work unit to the
10 remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to work
11 schedules or shifts will normally require a fourteen (14) calendar days notice to affected employees.
12 Work units are defined in each Appendix.

13 **6.3.1 Altering of Work Schedule** - No employee will have his/her work schedule
14 altered for the purpose of avoiding the payment of overtime except when an employee bids for such
15 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day
16 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for
17 working on Saturday and/or Sunday if the day(s) are part of his/her regular work schedule.

18 **6.4 Temporary Work Schedule and/or Shift Change** - The manager/designee may
19 temporarily change an employee's work schedule and/or shift for planned projects, for training and
20 for covering a shift due to an absence or vacancy. Such change will normally require at least fourteen
21 (14) calendar days notice to the employee, except when the County has less than fourteen (14)
22 calendar days notice and the change is made for training or to cover an absence or vacancy.

23 **ARTICLE 7: OVERTIME AND PREMIUMS**

24 **7.1 Overtime** - An employee on a 5-8 work schedule will be compensated at the rate of one
25 and one-half (1-1/2) times his/her regular hourly rate of pay (overtime rate) for all additional hours
26 worked in excess of the eight (8) regular compensated hours per day or the forty (40) regular
27 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the
28 holiday pay).

1 **7.1.1** An employee on a 4-10 work schedule will be compensated at the rate of one
2 and one-half (1-1/2) times the employee's regular hourly rate of pay (overtime rate) for all additional
3 hours worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular
4 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the
5 holiday pay).

6 **7.2 Scheduled overtime work** - Scheduled overtime work normally will be offered to full-
7 time regular, then part-time regular employees prior to all other employees except in those instances
8 where regular employees are not readily available, or when it is an extension of the workday for an
9 employee or work crew, or as provided in an Appendix to this Agreement. Readily available is
10 defined as the employee not being on a leave status and is present at work or at home when called at
11 the time the overtime work is being scheduled and is in the work unit in which the overtime will be
12 worked.

13 **7.3 Eight (8) Hour Break** - An employee who is called in to work prior to his/her next
14 regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8)
15 hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of
16 any requirement to work his/her next regularly scheduled shift. The employee can be directed by the
17 County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above
18 instances, the employee will receive overtime pay for all such overtime hours worked but may receive
19 no pay for the regularly scheduled shift from which he/she was relieved.

20 **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
21 between the employee and the manager/designee. The request to earn compensatory time off must be
22 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the
23 Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime
24 in accordance with Section 7.1.

25 **7.5 Overtime Authorization** - All overtime will be authorized in advance by the
26 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
27 considered overtime when it is a regularly scheduled workday for the employee.

28 **7.6 Callout Premium** - A minimum of four (4) hours at the overtime rate will be paid for

1 each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the
2 overtime rate.

3 **7.6.1 Callout** - A "callout" will be defined as a circumstance where an employee has
4 left the work premises and is subsequently required to report back to work prior to his/her normally
5 scheduled shift. An employee who is called out before the commencement of his/her regular shift
6 will be compensated in accordance with the provisions of Section 7.6; provided, however, in the
7 event the employee is called back to work within four (4) hours of his/her regular shift, the employee
8 will be compensated at the overtime rate for only the hours immediately preceding the start of his/her
9 regular shift.

10 **7.7 Emergency Work Premium** - Emergency work other than the normal scheduled shift or
11 special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be
12 compensated as overtime. In the event this overtime work is accomplished prior to the normal
13 working hours and the employee subsequently works his/her regular shift, the regular shift will be
14 compensated at the employee's regular, hourly rate of pay.

15 **7.8 Standby Premium** - An employee assigned to standby status on non-duty days, by
16 written authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime rate
17 for each twenty-four (24) hour period or major portion thereof while on standby status. Any work
18 performed on non-duty days while on standby status will be compensated at the overtime rate for
19 actual time worked. An employee who is required in writing to be readily available to be called into
20 work and/or who is required to wear a "beeper," cell phone or other communication device outside of
21 his/her regular work hours will be considered to be on standby status.

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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 work schedule
 4 will be granted the following holidays with pay:

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

17 and any day designated by public proclamation of the President or Governor as a legal holiday and as
 18 approved by the Council.

19 **8.1.1 Part-time Employees** - Leave eligible employees who work a part-time work
 20 schedule will be granted each of the holidays identified in Section 8.1 with pay prorated to reflect
 21 their normally scheduled work week.

22 **8.2 Holidays on Scheduled Day Off** - Whenever a holiday occurs during a full-time leave
 23 eligible employee's regularly scheduled day off, such employee either will receive compensation for
 24 the holidays identified in Section 8.1 or management will designate as an alternative holiday either
 25 the regularly scheduled workday before or after the holiday. Management will establish and notify
 26 affected employees of an alternative holiday schedule no later than December 15 of the preceding
 27 year.

28 **8.3 4-10 Employees** - A full-time leave eligible employee on a 4-10 work schedule may have

1 two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for
2 each holiday identified within Section 8.1, or use leave without pay if approved by the employee's
3 supervisor. As an alternative, employees working a 4-10 work schedule may have their schedule
4 changed by the County to a 5-8 work schedule during weeks which have a holiday.

5 **8.4 Personal Holidays** - Leave eligible employees will receive two (2) additional personal
6 holidays (maximum of 8 hours for each day) to be administered through the vacation plan. The
7 personal holiday for part-time regular employees will be pro-rated to reflect their normally scheduled
8 work week. These two (2) holidays will be added to accrued vacation during the first pay period that
9 includes the first of October and during the first pay period and includes the first of November of
10 each year. These days will be used in the same manner as any vacation day earned.

11 **8.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular
12 work schedule is Monday through Friday, holidays falling on a Saturday will be observed on the
13 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For
14 those leave eligible employees whose regular work schedule requires working on a Saturday and/or a
15 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

16 **8.6 Maximum Accrual** - Leave eligible employees will receive no more than a maximum of
17 eight (8) hours per holiday for a total of ninety-six (96) hours per year of holiday pay in any one (1)
18 calendar year.

19 **8.7 Pay Status** - To be eligible for holiday pay, the employee must be in pay status on the
20 employee's work day before and the employee's work day after the holiday. However, an employee
21 who has successfully completed at least five (5) years of service and who retires at the end of the
22 month in which the last regularly scheduled work day is a holiday will be eligible for holiday pay if
23 the employee is in a pay status the day before the day observed as the holiday.

24 **8.8 Premium Pay** - Work performed by a leave-eligible employee on a holiday shall be paid
25 at one and one-half (1-1/2) times the employee's regular rate, in addition to the holiday pay.

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 Article.

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

27 **9.1.1 Part-time Employees** - Leave eligible employees who work a part-time work
 28 schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in

1 Section 9.1, prorated to reflect their normally scheduled work week.

2 **9.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date
3 of hire in a benefit eligible position.

4 **9.3 Maximum Accrual** - Leave eligible employees who work a full-time work schedule may
5 accrue up to sixty (60) days (480 hours) vacation leave. Leave eligible employees who work a part-
6 time work schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally
7 scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual
8 amount on or before the last day of the pay period that includes December 31 of each year. Failure to
9 use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond
10 the maximum amount, unless the employee has received approval in accordance with County policies
11 and procedures to carry over vacation time in excess of the maximum amount.

12 **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave
13 until he/she has successfully completed his/her first six (6) months of County service in a leave
14 eligible position. If a leave eligible employee leaves County employment prior to successfully
15 completing his/her first six (6) months of County service in a leave eligible position, he/she will
16 forfeit and not be paid for accrued vacation leave. Except as modified by a VEBA agreement, a leave
17 eligible employee will be paid for accrued vacation leave to his/her date of separation up to the
18 maximum accrual amount if the employee has successfully completed his/her first six (6) months of
19 County service and is in good standing. Payment will be the accrued vacation leave multiplied by the
20 employee's rate of pay in effect upon the date of leaving County employment less mandatory
21 withholdings.

22 **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued
23 and 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

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

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

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

16 **9.11** If a regular or probationary (who has previously achieved career service status)
17 employee resigns from County employment or is laid off and subsequently returns to County
18 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior
19 County service shall be counted in determining the vacation leave accrual rate under Section 9.1.

20 **9.12 Term-Limited Temporary Employees** - A term-limited temporary employee who,
21 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
22 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate
23 will be determined based on his/her date of hire in the term-limited temporary position.

24 **ARTICLE 10: SICK LEAVE**

25 **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees
26 (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of
27 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours
28 per month. The employee is not entitled to sick leave if not previously earned.

1 **10.2 Vacation as an Extension of Sick Leave** - During the first six (6) months of service in
2 a leave eligible position, leave eligible employees may use accrued vacation leave in accordance with
3 the Washington State Family Care Act or, at the manager/designee's discretion, use any accrued days
4 of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in
5 a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County
6 upon termination.

7 **10.3 Partial Day Increments** - Sick leave may be used in one quarter (1/4) hour increments
8 at the discretion of the manager/designee.

9 **10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued
10 by a leave eligible employee.

11 **10.5 Restoration following Separation** - Separation from employment except by reason of
12 retirement or layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the
13 leave eligible employee as of the date of separation. Should a regular employee resign in good
14 standing, be laid off or separated for non-disciplinary medical reasons and return to County
15 employment within two (2) years, his/her accrued sick leave will be restored.

16 **10.6 Pay upon Separation** - Except as modified by a VEBA agreement a regular or
17 probationary (who has previously achieved career service status) employee who has successfully
18 completed at least five (5) years of County service and who retires as a result of length of service or
19 who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as
20 applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave
21 multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less
22 mandatory withholdings. Retire as a result of length of service means an employee is eligible, applies
23 for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately
24 upon terminating County employment.

25 **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick
26 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
27 the County's workers compensation program, then the employee has the option to augment or not
28 augment time loss payments with the use of accrued sick leave.

1 **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
2 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
3 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
4 eighty (80) hours of accrued sick leave.

5 **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
6 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
7 by his/her manager/designee, or in accordance with the Washington State Family Care Act.

8 **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

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

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

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

23 C. Exposure to contagious diseases and resulting quarantine.

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

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

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

1 condition which requires treatment or supervision from the employee;

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

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

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

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

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

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

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

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

21 **10.11 Unpaid Leave** - An employee who has been employed by the County for twelve (12)
22 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
23 twelve (12) months, may take a total of up to eighteen (18) work weeks unpaid leave for his or her
24 own serious health condition, and for family reasons as provided in Sections 10.10.F and 10.10.G
25 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive
26 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is
27 subject to the following conditions:

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

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

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

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

11 **10.11.1 Concurrent Time** - Use of donated leave will run concurrently with the
12 eighteen (18) workweek family medical leave entitlement.

13 **10.11.2 Insurance Premiums** - The County will continue its contribution toward
14 health care during any unpaid leave taken under Section 10.11.

15 **10.11.3 Return to Work from Unpaid Leave** - An employee who returns from
16 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
17 provisions, to:

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

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

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

22 **10.11.4 Failure to Return to Work** - Failure to return to work by the expiration date
23 of the leave of absence may be cause for removal and result in termination of the employee from
24 County service.

25 **10.12 Provider Certification** - The manager/designee and employee is responsible for the
26 proper administration of the sick leave benefit. Verification from a licensed health care provider may
27 be reasonably required to substantiate the health condition of the employee or family member for
28 leave requests.

1 **10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted
2 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
3 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable
4 of self care because of mental or physical disability.

5 **10.14 Term-Limited Temporary Employees** - A term-limited temporary employee who,
6 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
7 his/her accrued sick leave accruals carried over with the regular appointment.

8 **ARTICLE 11: PAID LEAVES**

9 **11.1 Donation of Vacation and Sick Leave Hours.**

10 **A. Vacation leave hours**

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

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

21 3. **Return of Unused Donations** - Donated vacation leave hours must be used
22 within ninety (90) calendar days following the date of donation. Donated hours not used within
23 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
24 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
25 For purposes of Section 11.1.A, the first hours used by an employee will be accrued vacation leave
26 hours.

27 **B. Sick leave hours**

28 1. **Written Notice Required** - An employee eligible for paid leave may

1 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon
2 written notice to the donating and receiving employee's department director(s).

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

7 **3. Return of Unused Donations** - Donated sick leave hours must be used
8 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death
9 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
10 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
11 contained in this Agreement. For purposes of Section 11.1.B, the first hours used by an employee
12 will be accrued sick leave hours.

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

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

21 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for paid
22 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
23 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
24 paid leave provided;

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

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

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

7 **11.3 Bereavement Leave**

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

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

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

17 **D. Family Defined** - Immediate family means, as used in this Article: spouse,
18 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the
19 employee, employee's spouse or employee's domestic partner.

20 **11.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up
21 to three (3) days of sick leave each year to allow the employee to perform volunteer services at the
22 school attended by the employee's child provided; an employee requesting to use sick leave for this
23 purpose will submit such request in writing specifying the name of the school and the nature of the
24 volunteer services to be performed.

25 **11.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be
26 entitled to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive
27 of mileage, with the Finance and Business Operations Division, Department of Executive Services.
28 The employee will report back to their manager/designee when dismissed from jury service.

1 **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
2 time off with pay for the purpose of participating in County qualifying or promotional examinations.
3 This will include time required to complete any required interviews.

4 **11.7 Military Leave** - A leave of absence for active military duty or active military training
5 duty will be granted to eligible employees in accordance with applicable provisions of state and/or
6 federal law; provided, that a request for such leave shall be submitted to the manager/designee in
7 writing by the employee and accompanied by a validated copy of military orders ordering such active
8 duty or active training duty.

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

10 **12.1 Maintenance of Benefits** - The County presently participates in group medical, dental
11 and life insurance programs for eligible regular, probationary, provisional and term-limited temporary
12 employees and their eligible dependents. The County will maintain the current level of benefits under
13 its group medical, dental, vision and life insurance programs during the life of this Agreement except
14 as may be otherwise provided for in Section 12.2.

15 **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee
16 comprised of representatives from the County and the Labor Union Coalition. The function of the
17 Joint Labor Management Committee will be to review, study and make recommendations relative to
18 existing medical, dental, vision and life insurance programs. The County and the Union will
19 implement any changes in employee insurance benefits which result from any agreement of the Joint
20 Labor Management Committee.

21 **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall
22 continue to provide medical insurance coverage pursuant to the JLMIC cost share provisions for
23 active employees and their dependents for those months they are unable to work due to an on-the-job
24 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of
25 months of medical insurance coverage provided for under this Section shall not exceed twelve (12)
26 months or the number of months for which the employee continues to receive paid sick leave and/or
27 paid vacation leave benefits, whichever is the greater.

28

1 **ARTICLE 13: SENIORITY - LAYOFF AND RECALL**

2 **13.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority
3 as hereinafter defined for the purposes specifically provided for within this Agreement.

4 **13.2 Probation** - An employee will be recognized as having attained seniority and regular
5 employee status when such employee has completed a probation period equivalent of six (6) months
6 worked in a career service position based on a full-time work schedule in a classification covered by
7 this Agreement. Probation is also served when an employee is recalled from layoff, transfers or is
8 rehired, demoted or promoted. The probation period may be extended by the manager/designee not to
9 exceed a total of twelve (12) months worked. The County will notify the Union of a probation
10 extension. Upon completion of the probation period, the employee will be assigned a classification
11 seniority date which will be the date when he/she first commenced his/her probation for that
12 classification. An employee working less than a full-time work schedule will have his/her probation
13 prorated based on the full-time work schedule for the work unit.

14 **13.2.1** An employee who is recalled from layoff within two (2) years, or is rehired
15 within one (1) year will have his/her classification seniority restored upon successful completion of
16 probation.

17 **13.2.2** The movement of an active, career service employee to a different work unit,
18 work crew, or work site within the same division will not be considered a transfer that requires a
19 probation period, if the employee continues in the same job classification with substantially the same
20 duties.

21 **13.2.3 Resumption of Probationary Period Upon Recall From Layoff** - In the
22 event a regular employee is laid off during his/her probation period and is subsequently recalled to
23 his/her classification within ninety (90) calendar days from the date of layoff, he/she will be credited
24 with all days previously worked for purposes of satisfying his/her probation period and establishing
25 his/her resultant classification seniority date.

26 **13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will
27 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee
28 who is unable to work because of a non-work related injury or illness will not accumulate seniority

1 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is
2 on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to
3 eighteen (18) workweeks of the qualified unpaid leave period.

4 **13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an
5 approved unpaid leave of absence in excess of thirty (30) calendar days will not accumulate seniority
6 credits during such absence except as provided under Section 13.3.

7 **13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of
8 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit
9 within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority
10 which he/she had on the date of the promotion or transfer.

11 A regular employee who is promoted or transferred to another King County position and does
12 not complete the probationary period may elect to return to the former position within six (6) months
13 if the former position is vacant and available. If the position is not available, and as a result the
14 employee separates from County service, the employee will be entitled to recall rights to the former
15 classification in accordance with Section 13.9, as if the employee had been laid off on the date of
16 separation.

17 **13.5 Seniority will be defined as follows:**

18 • **“Classification Seniority”** will be defined as regular employee’s total length of
19 service within a specific classification covered by this Agreement. Regular employees in the Parks
20 Division who were in a position covered by this Agreement prior to January 1, 1992 will not be
21 credited with any classification seniority accrued prior to January 1, 1992 for purposes of layoff under
22 this Article.

23 • **“Division Seniority”** will be defined as a regular employee’s total length of service
24 within a division of a department covered by this Agreement.

25 • **“Departmental Seniority”** will be defined as a regular employee’s total length of
26 service within a department.

27 • **“Bargaining Unit Seniority”** for purposes of this Agreement, will be defined as a
28 regular employee’s total length of service within a classification(s) covered by this Agreement.

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

3 **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following
4 causes:

- 5 • Discharge for just cause.
- 6 • Promotion or transfer outside of the bargaining unit for one (1) or more years.
- 7 • Layoff for more than two (2) years.
- 8 • Resignation; provided, however, in the event a regular employee who has completed
9 his/her probation period is rehired to a classification covered under this Agreement within twelve (12)
10 months from the date of his/her termination or resignation, the employee will then be credited with all
11 his/her seniority credits previously existing on his/her last day worked.

12 **13.7 Reduction in Work Force Procedure** - In the event of a reduction-in-force, the County
13 will layoff the regular employee in the classification affected who has the least Classification
14 Seniority within his/her division. Prior to any layoff, all term-limited temporary, provisional,
15 temporary and probationary employees in the classification within the affected division of the
16 department will be separated first. Where two (2) or more regular employees have the same
17 Classification Seniority, the more senior employee will be the one who has the most seniority by
18 applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining
19 Unit, 4) County, 5) total number of compensated hours, 6) a random method by mutual agreement.

20 **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-
21 force will be permitted to use his/her Classification Seniority to displace or "bump out" the least
22 senior regular employee occupying the same classification. The employee will also be permitted to
23 use his/her bargaining unit seniority to displace or "bump out" the least senior regular employee
24 occupying a classification within which the bumping regular employee had previously attained
25 seniority status. Regular employees in the Parks Division who were in a classification covered by this
26 Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for purposes of being
27 able to exercise their bumping rights as provided under this Article.

28 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to

1 another regular employee's exercise of Section 13.8, will also be afforded the right to displace or
2 "bump out" the least senior regular employee in his/her classification in a similar manner.

3 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be
4 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the
5 work of the position for which he/she is recalled. A regular employee will be removed from the recall
6 list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to
7 accept or report to work after being recalled, or the employee requests to be removed from the recall
8 list.

9 **ARTICLE 14: MISCELLANEOUS**

10 **14.1 Seniority Lists** - The County will transmit to the Union a current listing of all
11 employees in each Appendix in February and August of each year. Such list will indicate the name of
12 the employee, job classification, classification seniority date and work unit.

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

21 **14.3 Election to Union Office** - A regular employee elected or appointed to an office in the
22 Union, which requires all of his/her time will be given an unpaid leave of absence up to one (1) year
23 without pay upon written application. This provision does not apply to appointed shop stewards in
24 the exercise of their duties which fall under Section 14.10.

25 **14.4 Mileage Reimbursement** - All employees who have been authorized to use their own
26 transportation on County business will be reimbursed at the rate established by County ordinance.

27 **14.5 Road and River Improvement Employees** - All County Road and River Improvement
28 employees will be allowed pay from time of reporting to a designated headquarters and will end when

1 the employee returns from the field to such headquarters.

2 **14.6 Rain Gear** - The County will provide rain gear for all employees working in inclement
3 weather as needed.

4 **14.7 King County Labor-Management Committee(s)** - The County and the Union
5 recognizes the importance of a collective bargaining and employee relations climate in the County
6 that encourages cooperative efforts and joint problem-solving amongst all involved parties to better
7 serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit,
8 train and retain quality employees. In the interest of meeting these challenges, the County and the
9 Union agrees to establish labor-management committee(s) where mutually agreed.

10 **14.8 Biweekly Payroll** - The parties agree the County has the right to implement a common
11 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work
12 weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-
13 opened at any time during the life of this agreement by the County for the purpose of negotiating
14 these standardized pay practices, to the extent required by law.

15 **14.9 Bulletin Boards** - The County agrees to permit the Union shop stewards and business
16 representatives to post on designated County bulletin boards the announcement of meetings, election
17 of officers, and other Union material; provided, there is sufficient space beyond what is required by
18 the County for normal business operations.

19 **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities
20 including attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled
21 shift, without a loss of regular compensation, if excused from work by the employee's
22 manager/designee.

23 **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety
24 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will
25 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe
26 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

27 **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible
28 employees for the term of this Agreement.

1 **14.13 Apprenticeship Utilization** - By mutual agreement, the County and the Union agrees
2 to enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice
3 hiring within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring
4 will conform to the individual Apprenticeship Standards.

5 **14.14 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to
6 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular
7 employees within the classification within the bargaining unit. A copy of the vacancy will be posted
8 on the workplace bulletin board. Any regular member of the bargaining unit holding a position
9 within the same classification as that of the vacant position will be given the opportunity to apply for
10 the position. The appointment will be made to the applicant who the County determines has the
11 knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the
12 applicants are equal, the position will be awarded on the basis of classification seniority. This
13 provision is not applicable to employees who hold a different employment status (i.e., part-time and
14 full-time) than that of the vacant position in the classification.

15 **14.15 Use of Term-Limited Temporary Employees** - The County will notify the Union
16 when it hires a term-limited temporary employee. The notice will include the classification, division
17 hired, basis for the hire and expected length of employment. The County will meet with the Union, if
18 requested, within fourteen (14) days following such request.

19 **14.16 Pension Trusts** - The County agrees to re-open negotiations during the term of this
20 Agreement upon request by any signatory Union, solely for the purpose of negotiating procedures and
21 policies for employees covered by this Agreement to participate in a Union Pension Trust. The
22 parties understand and agree that the Union will conduct a membership vote to determine whether the
23 membership will participate in a Pension Trust, and that if a majority of members represented by one
24 of the Unions signatory to this Agreement vote in favor of participation, all members must
25 participate. The parties further agree that participation in a Pension Trust shall not result in an
26 increase of pay for any employees covered by this Agreement.

27 **ARTICLE 15: GRIEVANCE PROCEDURE**

28 **15.1 Purpose** - The County and the Union recognize the importance and desirability of

1 settling grievances promptly and fairly in the interest of continued good employee relations and
2 morale. In furtherance of this objective, the County and the Union will extend every effort to settle
3 grievances at the lowest possible level of supervision.

4 **15.2 No Discrimination** - Employees will be unimpeded and free from restraint, interference,
5 coercion, discrimination or reprisal in seeking adjudication of their grievances.

6 **15.3 Grievance Definition** - A grievance will be defined as an issue relating to the
7 interpretation and application of rights, benefits, or conditions of employment as contained in this
8 Agreement.

9 **15.4 Exclusive Representative** - The Union will not be required to press employee
10 grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition
11 and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union
12 will be the exclusive representative of the employee.

13 **15.5 Access to Grievance Procedure** - Employees, whether Union members or not, will
14 have no independent unilateral privilege or right to invoke the grievance procedure; however, an
15 employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be
16 referred to STEP 1.

17 **15.6**

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

27 **B. STEP 2** - The grievance will be presented in writing to the Division Director for
28 investigation, discussion and written reply. The Division Director/designee will meet with the

1 employee and Union to discuss the grievance within fourteen (14) calendar days of the receipt of the
2 STEP 2 grievance. The Division Director/designee will issue a written decision to the employee and
3 the Union within fourteen (14) calendar days following the discussion. If the Union does not pursue
4 the grievance to STEP 3 within fourteen (14) calendar days after receiving the Division
5 Director's/designee's written decision, the grievance will be presumed resolved.

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

11 **15.7 Arbitration** - Should the Committee be unable to resolve the grievance, either the
12 County or the Union may make a written request of the other party for arbitration within thirty (30)
13 calendar days following the Committee's written decision. The written request for arbitration must
14 specify the exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and
15 the remedy sought.

16 **15.7.1 Selection Process** - The representatives for the parties will select a third
17 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a
18 third party to serve as an arbitrator, then the arbitrator will be selected from a panel of seven (7)
19 names furnished by Federal Mediation and Conciliation Service (FMCS). The arbitrator will be
20 selected from the list by both the County representative and the Union representative each alternately
21 striking a name from the list until only one name remains. The remaining name will serve as the
22 arbitrator. The arbitrator, under voluntary labor arbitration rules of the (FMCS), will be asked to
23 render a decision promptly and the decision of the arbitrator will be final and binding upon all parties
24 to the dispute.

25 **15.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to,
26 subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new
27 agreements, but will have the power only to apply and interpret the provisions of this Agreement in
28 reaching a decision.

1 **15.7.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally
2 by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in
3 advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees
4 of its representatives including attorney's fees and the expenses of any witnesses appearing on its own
5 behalf, regardless of the outcome of the arbitration.

6 **15.8 Timelines** - Timelines under this Article may be extended by mutual agreement of the
7 parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the
8 parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

9 **15.9 Mediation** - Either party can request mediation of the other party prior to arbitration. If
10 both parties agree to mediation, an impartial and mutually agreed upon mediation service will be used
11 to mediate the grievance. In the event that the grievance is not resolved in mediation, either party
12 may proceed to arbitration.

13 **15.10 Grievances of Disciplinary Action** - Regular employees are subject to a just cause
14 standard for discipline or discharge. The provisions of this Article will not apply to probationary,
15 temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

16 **15.11 Resolutions are Final and Binding** - The disposition and/or settlement of any
17 grievance or other matter in dispute as determined by and between the Union and the County will be
18 final and binding upon all parties to the dispute.

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

20 **16.1 Work Stoppages** - The County, the Council, and the Unions agree that the public
21 interest requires efficient and uninterrupted performance of all County services and to this end pledge
22 their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Unions
23 will not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
24 any customarily assigned duties, sick leave absence which is not bona fide, or other interference with
25 County functions by employees under this Agreement and should same occur, the involved Union
26 will take appropriate steps to end such interference. Any concerted action by any employee in any
27 bargaining unit will be deemed a work stoppage if any of the afore-referenced activities have occurred
28 contrary to the provisions of this Agreement. Being absent without authorized leave will be

1 considered as an automatic resignation. Such a resignation may be rescinded by the department head
2 if the employee presents satisfactory reasons for their absence within three (3) calendar days of the
3 date his/her automatic resignation became effective.

4 **16.2 Employer Protection** - Upon notification in writing by the County to the Union that any
5 of its members are engaged in a work stoppage, the Union will immediately, in writing, order such
6 members to immediately cease engaging such work stoppage and provide the County with a copy of
7 such order. In addition, if requested by the County, a responsible official of the Union will publicly
8 order such Union members to cease engaging in such work stoppage.

9 **16.3 Discipline** - Any employee participating in such work stoppage or in other ways
10 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
11 the County's work rules up to and including discharge, suspension, or other disciplinary action as
12 may be deemed applicable to such employee.

13 **ARTICLE 17: WAIVER CLAUSE**

14 **17.1** The parties acknowledge that each has had the unlimited right within the law and the
15 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
16 collective bargaining. The results of the exercise of that right and opportunity are set forth within this
17 Agreement. This Agreement may be opened in its entirety or in part, by mutual agreement of the
18 parties during the life of this Agreement.

19 **ARTICLE 18: SAVINGS CLAUSE**

20 **18.1** Should any part hereof or any provisions herein contained be rendered or declared
21 invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of
22 competent jurisdiction, such invalidation of such part or portions of this Agreement will not
23 invalidate the remaining portions hereof; provided however, upon such invalidation the parties will
24 meet and negotiate such parts or provisions affected. The remaining parts or provisions will remain
25 in full force and effect.

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 covers the period from
4 February 1, 2010 through January 31, 2014.

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
7 prior to January 31, 2014.

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10 APPROVED this 8 day of APRIL, 2013.

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14 By: 
15 King County Executive

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By: *Jill Miller*
Pacific Northwest Regional Council of Carpenters
Local 30

Date: 2/27/13

By: *Paul G. Miller*
International Association of Machinists and Aerospace
Workers Local 289

Date: 3-11-13

By: *Steve Bohling*
International Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and Helpers
Lodge No. 104

Date: 3-1-13

By: *Janet Lewis*
International Brotherhood of Electrical Workers
Local 46

Date: 2-27-13

By: *[Signature]*
International Union of Painters and Allied Trades
District Council 5

Date: 3/4/13

By: *Steve Menne*
United Association of Plumbers and Pipefitters
Local 32

Date: 3-6-13

By: *[Signature]*
~~UNITEHERE~~ Local 8

Date: 3/6/13

By: *[Signature]*
International Union of Operating Engineers
Local 286

Date: 3/4/13

By: *Joseph Bowen*
Laborers International Union of North America
Local 1239

Date: 03/07/2013

APPENDIX A

Pacific Northwest Regional Council of Carpenters Local 30

Union Code: T4L

APPENDIX A: Pacific Northwest Regional Council of Carpenters Local 30

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8100100	811103	Carpenter I	48	1-2-3-4-5 *
8100300	811203	Carpenter I - Lead	51	1-2-3-4-5 *
8100200	811303	Carpenter II	52	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

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

A.2 Short-term Temporary Employees - A temporary journey level employee will be hired at Step 3, or at a higher step at the County's discretion. 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.

A.3 Tools - No employee will be required to furnish tools for work. The County will provide the tools necessary to perform the assigned work.

A.4 Work Units - Work units will be defined as those County divisions in which members are regularly assigned to work.

A.5 Apprenticeship Program - If, during the term of this Agreement, the County and Union decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations, at the request of either party, to negotiate amendments or additions to this Appendix related to apprenticeships.

1 A.6 Each employee will have a regularly assigned site to report at the beginning of the work
2 shift. The regular reporting site may be changed with two (2) weeks written notice. An employee
3 may be temporarily assigned to report at a different work site based on County business needs, or the
4 supervisor may allow an employee to report to a temporary work site for a specified period of time, if
5 compatible with County business needs. Assigned travel to and from job sites during the shift will be
6 on paid time and at County expense.

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APPENDIX B

International Association of Machinists and Aerospace

Workers Local 289

Union Code(s): T2Q
T3Q

APPENDIX B: International Association of Machinists and Aerospace Workers Local 289

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8431100	845402	Heavy Equipment Body Repair Technician	50	1-2-3-4-5 *
8410200	841204 (T3Q) 841203 (T2Q)	Mechanic/Automotive Machinist I	45	1-2-3-4-5 *
8411200	870901	Mechanic/Automotive Machinist I-HD	50	1-2-3-4-5 *
8410300	841302	Mechanic/Automotive Machinist II	49	1-2-3-4-5 *
8411300	870102	Mechanic/Automotive Machinist II-HD	54	1-2-3-4-5 *
8422100	843102	Millwright	50	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 a State Apprenticeship program in the craft hired, or a State recognized Certificate of Completion in Automotive Mechanics Technology and three (3) years of documented experience in the field, or holds a Master ASE Certification and five (5) years documented experience in the field will start at Step 3 and advance to Step 5 on successful completion of probation. This provision shall only apply to newly hired employees on or after the date this Agreement is adopted by ordinance.

B.2 Commercial Drivers License (CDL) - All employees in a "HD" classification 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.

1 Employees are required to successfully obtain the CDL within six (6) months of employment. Failure
2 to obtain the CDL will result in separation of employment; except, employees who are employed with
3 the County as of February 4, 2000 who fail to pass the CDL physical exam will not be separated from
4 their position for having failed the physical exam unless such failure is due to a positive test for drugs
5 or alcohol.

6 **B.3 ASE Certification** - A regular employee who holds one-half (1/2) of the ASE certificates
7 for master mechanic certification in his/her classification will receive a two and one-half (2.5%)
8 percent premium. A regular employee who holds an ASE master mechanic certification for his/her
9 classification will receive a five (5%) percent premium. The ASE certificates/certification must be
10 valid in order to receive the premium. The premium is to be paid in addition to the employee's
11 regular, base hourly rate of pay for all compensated hours. The County will only pay once for each
12 ASE test taken. The Union agrees to work with the Fleet Division to ensure it obtains and maintains
13 ASE shop certification for all shops.

14 **B.3.1 ASE Certification Examinations** - The County will, when feasible, adjust the
15 work schedule of employees who do not work a day shift, in order to allow the employee to take
16 examinations to acquire or maintain an ASE certification. If a schedule adjustment is not feasible, the
17 County will approve vacation leave or compensatory time off, at the employee's option, provided the
18 employee submits the request with sufficient advance notice.

19 **B.4 Tool Allowance** - The County will pay an annual tool allowance of four hundred dollars
20 (\$400.00) to each regular employee who is required to provide tools for work as a condition of
21 employment. The Union and the County will meet and confer on the repair of employee owned
22 power tools used for work.

23 **B.5 Work Units** - Work units will be defined as those County divisions in which members
24 are regularly assigned to work.

25 **B.6 Apprenticeship Program** - If, during the term of this Agreement, the County and Union
26 decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations,
27 at the request of either party, to negotiate amendments or additions to this Appendix related to
28 apprenticeships.

1 **B.7 Unanticipated/Work Schedule and/or Shift Change** - Normally, at least eight (8)
2 hours of advance notice will be given to an employee prior to temporarily changing the employee's
3 work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow
4 removal, flood control, sanding, or other operations due to acts of nature which may or may not be
5 anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice
6 will not be required.

7 **B.8 Alert Status** – Employees assigned to support the Roads Maintenance Section will, in
8 addition to his/her regular shift and schedule, be assigned an alert status shift and schedule (Alert).

9 **B.8.1 Shift duration** - Alert may be of varying duration; however, Alert will be at
10 least eight (8) hours.

11 **B.8.2 Alert Notification** - Given the unpredictable nature of operational needs, Alert
12 may be called at anytime and limited to the number of employees necessary to fulfill operational
13 needs. Implementation of Alert Status will be considered to have taken place when the work hours of
14 the employee's normal shift have been altered without the required advance notification as provided
15 under Section B.7.

16 **B.8.3 Transition to Alert** - Transition to Alert may occur during an employee's
17 regularly scheduled work day. In such cases, employees may be sent home before the end of the
18 regular shift in order to get rest prior to the start of their Alert shift, or may be required to stay on
19 his/her regular shift until the start of the Alert shift. The decision to send an employee home or
20 require him/her to remain at work will be determined by the County based on operational and safety
21 considerations, taking into consideration the desire of the employee. If the employee requests and is
22 approved to be relieved from his/her regular shift, he/she may use accrued vacation leave,
23 compensatory time, or leave without pay for that portion of the regular shift he/she did not work. If
24 the employee is relieved by management from his/her regular shift, the employee will be compensated
25 for the remainder of the shift.

26 **B.8.4 Employees on leave** - If an employee is on leave when an alert status shift is
27 called, he/she will not be called to work unless it is operationally necessary to do so. Employees who
28 have been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin

1 unless the employee elects to cancel or postpone the start of the leave or is operationally necessary
2 due to emergent conditions for management to cancel the leave. In the event that an employee's
3 approved prescheduled leave is cancelled due to Alert, the County agrees to reimburse the employee's
4 documented unreimbursed travel expenses that are directly attributed to the cancelled leave.

5 **B.8.5 Compensation**

6 1. When an employee transitions to the Alert shift during his/her normally
7 scheduled shift, the employee will receive overtime for all time on the Alert shift that is worked on
8 the calendar day after the employee's regular shift of eight (8) or ten (10) hours has been worked and
9 paid at straight time.

10 2. When an employee begins the Alert shift on the day he/she is regularly
11 scheduled to work but does not work his/her regular shift, or begins the Alert shift during the same
12 day he/she was relieved of his/her regular shift as provided under Section B.8.3, or works the Alert
13 shift on a day he/she is not normally schedule to work, the first four (4) hours worked on the Alert
14 shift is paid at the rate of one and one-half (1-1/2) his/her regular rate of pay. The next eight (8)
15 hours worked will be at the employee's regular rate of pay.

16 3. If an employee on Alert is approved to leave work at his/her own request or
17 at the beginning of a leave as provided under B.8.4, he/she will be paid only for the hours worked.

18 4. **Leave Accruals** - An employee on Alert shift during a normally scheduled
19 workday will receive vacation and sick leave accruals for the first eight (8) hours worked if regularly
20 assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a 4/10 work schedule, in
21 accordance with Sections 9.1 and 10.1, respectively.

22 5. **Shift premium** - Alert shifts will not be subject to shift premium pay as
23 provided under Section 6.2.

24 6. **Compensation and Breaks While on an Alert Status Shift** - An
25 employee who is assigned to work an Alert shift will be compensated for all hours assigned to the
26 shift inclusive of all meal periods and breaks. The County will try to provide meal and rest periods in
27 accordance with State regulations during an employee's Alert shift. The County and Union agree that
28 by this section and RCW 49.12.187 the County may deviate from the meal periods and rest breaks

1 contemplated in State regulations and that the employees' meal and rest periods may be missed due to
2 work requirements. If a meal or rest period is missed, no additional pay will be provided.

3 **B.9 Scheduled Overtime** – Scheduled overtime in the Equipment Repair and Rental and the
4 Motorpool shops shall be awarded on a seniority basis with the most senior employee in the
5 classification within the shop being offered the opportunity to work the available overtime first. If
6 there are no volunteers then overtime shall be assigned in reverse seniority order. This provision
7 shall not apply to employees normally assigned as Field Mechanics.

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APPENDIX C

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

Union Code: T2D

**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.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8426100	844602	Metal Fabricator	49	1-2-3-4-5*
8426200	844702	Metal Fabricator - Lead	52	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 a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.

C.2 Short-term Temporary Employees - A temporary employee will be hired at Step 3. A temporary who is hired as a regular employee contiguous with his/her temporary employment will start at Step 3. 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.

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 County and the Union agree to re-open negotiations if, during the term of this Agreement, the parties decide to establish an Apprenticeship Program. The Apprenticeship Program will not conflict with Federal or Washington State Apprenticeship Laws, and will provide the following:

1 • The Seattle Boilermakers Labor/Management Joint Apprenticeship Training
2 Committee (JATC) will administer an apprenticeship program.

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

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

10 • Apprentices will be covered by all of the terms and conditions of this Agreement,
11 except 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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16 • Upon the successful completion of four thousand sixty (4060) hours of work in the
17 Apprenticeship Program, the apprentice will be eligible for openings in a journey-person position in
18 accordance with the County Personnel Guidelines.

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

21 **C.4 Work Units** - Work units will be defined as those County divisions in which members
22 are regularly assigned to work.

23 **C.5 Pension Trust** - The County agrees to re-open negotiations during the term of this
24 agreement upon request by the Union, solely for the purpose of negotiating procedures and policies
25 for employees covered by this Agreement to participate in the Union Pension Trust. The County and
26 Union understand and agree that the Union will conduct a membership vote to determine whether the
27 bargaining unit will participate in the Pension Trust, and that if a majority of members vote in favor
28 of participation, all members must participate. The parties further agree that participation in the

1 Pension Trust shall not result in an increase in the rate of pay for any employee covered by this
2 Agreement.

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1 exceed two hundred and forty (\$240.00) during the term of the Agreement.

2 **D.4 Work Units** - Work units will be defined as those County divisions in which members
3 are regularly assigned to work.

4 **D.5 Tools and Protective Clothing** - The County will provide all tools and protective
5 clothing required to perform the assigned work.

6 **D.6 Job Postings** - The County agrees to notify the Union each time there is a vacant
7 bargaining unit position the County intends to fill.

8 **D.7 Union Stewards** - the Union shall have the right to appoint stewards for each division
9 within the County where its members are employed. The steward shall see that the provisions of this
10 agreement are observed, and shall be allowed a reasonable time to investigate grievances, attend
11 grievance hearings and Labor/Management meetings during regularly scheduled shifts, without loss
12 of compensation, except the County shall have no obligation for overtime compensation for steward
13 activities.

14 **D.8 Apprenticeship Program** - If, during the term of this Agreement, the County and Union
15 decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations,
16 at the request of either party, to negotiate amendments or additions to this Appendix related to
17 apprenticeships.

18 **D.9 Licensing Requirements** - The parties agree that effective as of October 4, 2010, all new
19 hires into the positions of Electrician I, Electrician I Lead and Electrician II will be required to
20 possess and maintain a valid Washington State Journey Electrician certificate (01) as a condition of
21 employment. Grandfathered employees in the Facilities Management Division are not required to
22 have a 01 electrician certificate as a condition of being in the position of Electrician I for the duration
23 of their employment with the County.

24 **D.10 Loss of License** - If an employee in the classification of Electrician I, Electrician Lead
25 or Electrician II loses their 01 certificate, the employee is required to immediately advise his or her
26 supervisor. The career service Electrician I will have 60 calendar days in which to get the 01
27 certificate renewed or is terminated from employment. If the career service employee in the
28 classification of Electrician Lead or Electrician II loses their 01 certificate, the employee may, at

1 management's discretion, be reassigned to perform work as an Electrician I until their certificate is
2 renewed within 60 calendar days and will be terminated from employment if the employee fails to
3 renew the 01 certificate within 60 calendar days.

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APPENDIX E

International Union of Painters and Allied Trades District Council 5

Union Code(s): T2M
T3M

APPENDIX E: International Union of Painters and Allied Trades District Council 5

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8101100	812102	Painter I	47	1-2-3-4-5 *
8101300	812202	Painter I - Lead	50	1-2-3-4-5 *
8101200	812301	Painter II	51	1-2-3-4-5 *
8103100	813401	Sign Painter I	47	1-2-3-4-5 *
8103200	813501	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.

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

E.2 Short-term Temporary Employees - A temporary employee will be hired at Step 3. (Adds to Section 5.2) The County will pay the full hourly contribution rate into the Painters' Health and Welfare Trust on behalf of the employee for each hour in pay status.

E.3 Work Units - Work units will be defined as those County divisions in which members are regularly assigned to work.

E.4 Apprenticeship Program - If, during the term of this Agreement, the County and Union decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations, at the request of either party, to negotiate amendments or additions to this Appendix related to apprenticeships.

APPENDIX F

United Association of Plumbers and Pipefitters Local 32

Union Code(s): T2B
T3B

APPENDIX F: United Association of Plumbers and Pipefitters Local 32

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9202100	923101	Irrigation Specialist/Plumbing and Mechanical I	52	1-2 *
8500000	850002	Plumber Helper	37	1-2-3-4-5 **
8500100	851102	Plumbing and Mechanical I	52	1-2 *
8500200	851201	Plumbing and Mechanical II	56	1-2 *
5319100	534101	Plumbing Inspector	55	1-2 *
5319200	534201	Plumbing Inspector - Senior	59	1-2 *
* 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.				

F.1 Short-term Temporary Employees - The County will pay the full hourly contribution rate into the Plumbers' Health and Welfare Trust on behalf of the employee for each hour in pay status; except for part-time Plumbing Inspectors. In lieu of participation into the Health and Welfare Trust, part-time Plumbing Inspectors will be placed at Step 2 of the pay range once he/she is paid the equivalent of six (6) months of employment.

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

F.3 Licenses - The County will pay the actual cost of any license required by the County, except a Commercial Driver's License. The County also agrees to reimburse the employee for the

1 actual cost of maintaining the license not to exceed one hundred seventy-five dollars (\$175.00) during
2 the term of the Agreement.

3 **F.4 Parking** - Upon presentation of a receipt, the County agrees to reimburse for parking, up
4 to ten dollars (\$10.00) for parking costs that result from overtime work or a callout.

5 **F.5 Work Units** - Work units will be defined as those County divisions in which members are
6 regularly assigned to work.

7 **F.6 Protective Clothing** - The parties agree to convene a Labor-Management Committee
8 meeting as soon as feasible after ratification of the Agreement, for the purpose of discussing an
9 annual clothing allowance. The County agrees to maintain its current practice regarding protective
10 clothing until the parties agree on an alternative.

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APPENDIX G
UNITEHERE! Local 8

Union Code(s): T2A
T3A

APPENDIX G: UNITEHERE! Local 8

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9500200	951202	Cook/Baker I	43	1-2-3-4-5 *
9500201	951303	Cook/Baker II	47	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

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

G.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.

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

G.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.

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

G.2 Direction of Staff/Inmates - Cook-Bakers I and Cook-Bakers II may be required to direct other staff and/or inmates in the performance of their regular duties.

G.3 Promotion - The County welcomes and encourages employees to apply for promotional

1 opportunities.

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

6 **G.5 Shift Differential** - The provisions of Sections 6.2.1 and 6.2.2 relating to shift
7 differential will not apply to members of this bargaining unit.

8 **G.6 Schedule and Shift** - Full time Employees shall be required to work a full forty (40)
9 hour workweek inclusive of the meal period of thirty (30) minutes. The standard shift will be eight
10 (8) hours inclusive of the meal period. Employees will remain at a designated work site and on duty,
11 and may be directed to perform work during the meal period. The parties understand and agree that
12 circumstances may not always allow for the meal period of at least thirty (30) minutes as provided in
13 Washington Administrative Code 296-126-092 (1).

14 **G.7 Work Units** - Work units will be defined as those County divisions in which members
15 are regularly assigned to work.

16 **G.8** The County will supply each employee five (5) sets of pants, hats and shirts to be
17 replaced as needed, as determined by the County.

18 **G.9** Employees who translate a language in the work place identified by the County as a
19 language for which translation activity is necessary shall be paid five hundred dollars (\$500) per year
20 paid in semi-annual installments. Eligible employees shall be required to pass a language proficiency
21 test administered by the County. The County retains the discretion to determine the number of
22 employees that may qualify for the premium.

23 **G.10 Employee Transfer to a Different Facility (King County Correctional Facility or**
24 **Regional Justice Center)** - Once an employee has successfully completed the probationary period, if
25 an opening becomes available in either facility (KCCF or RJC) the employee who transfers within the
26 same job classification will not be subject to a new probationary period.

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1 **APPENDIX H**

2 **International Union of Operating Engineers Local 286**

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4 Union Code(s): T2P

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6 **APPENDIX H: International Union of Operating Engineers Local 286**

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

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10 Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
11 8502100	853102	Operating Engineer I	45	1-2-3-4-5 *
12 8502200	853303	Operating Engineer II	50	1-2-3-4-5 *
13 8502400	853602	Operating Engineer II - Lead	53	1-2-3-4-5 *
14 8502300	853401	Operating Engineer III	54	1-2-3-4-5 *
15 * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

16
17 **Operating Engineer I, II, II Lead, and III:** The parties understand and agree that
18 employees in the Operating Engineer classification series must possess all the qualifications
19 (presently required), including required licenses for journey level assignments (which includes the
20 Grade #3 Steam Engineer and Refrigeration Operating Engineer licenses). Employees hired on or
21 after the effective date of this Agreement who do not possess minimum qualifications for journey-
22 level work will be appointed to the Operating Engineer I classification, and will be expected to obtain
23 all journey level qualifications (which include Grade #3 Steam Engineer and Refrigeration Operating
24 Engineer licenses) within twelve (12) months, as a condition of continued employment. The
25 employee will be appointed to the Operating Engineer II classification effective the first day of the
26 pay period following the date the employee attains all journey level qualifications for his/her position.

27 **H.1 Steps** - An employee who is hired into a regular position and who has successfully
28 completed a State Apprenticeship program in the craft hired will start at Step 3 and advance to Step 5

1 on successful completion of probation. (Modifies Section 5.2)

2 **H.2 Licenses/Certificates** - The County will pay the actual cost of any license/certificate
3 required; and, prospective following the ratification of the Agreement, the County will pay for
4 approved, work related licenses/certificates (e.g., Boiler Supervisor Certificate) and any training
5 required to maintain the license/certificate.

6 **H.3 Filling Of Vacant and New Schedules and/or Shifts** - In the event a position becomes
7 vacant, for which the County intends to fill, or there is a change to a regular shift and/or schedule,
8 notice of the vacancy or changed regular schedule and/or shift will be posted. The notice will have
9 the date and hour of its posting and it will remain posted for seventy-two (72) consecutive hours.
10 Regular employees who desire to bid for the vacant position, schedule and/or shift will indicate so by
11 signing the posted notice. The employee with the greatest bargaining unit seniority will be assigned;
12 provided however, he/she is qualified to handle the work. (Supplants Section 6.3)

13 **H.4 Overtime Work** - The County shall have the right to schedule and assign overtime work.
14 Overtime work will be divided and rotated as equally as possible amongst those employees who
15 desire overtime work. Employees will indicate their availability for overtime work by placing their
16 names on the overtime roster which will be posted in the workplace at all times. The posting of the
17 overtime roster will be the responsibility of the Operating Engineer III. (Supplants Section 7.2)

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

25 **H.6** The County will provide four (4) uniforms to employees and replace them as needed. If
26 requested by the Union, the parties agree to convene a Labor-Management Committee meeting as
27 soon as feasible after ratification of the Agreement, for the purpose of discussing an annual uniform
28 allowance.

1 **H.7 Work Units** - Work units will be defined as those County divisions in which members
2 are regularly assigned to work.

3 **H.8 Boiler Supervisor** – Employees are encouraged to pursue obtaining a City of Seattle
4 Boiler Supervisor Certificate. Employees who have obtained the certificate and avail themselves as a
5 Boiler Supervisor will receive fifty dollars (\$50.00) per month, less applicable taxes. The County can
6 cease paying the stipend in the event the employee is no longer desirous of performing the Boiler
7 Supervisor duties by either voluntarily withdrawing as a Boiler Supervisor or non-performance.

8 **H.8.1** Employees with a Boiler Supervisor Certificate will be paid two (2) hours of
9 overtime pay if called-out for a Boiler Supervisor response. (Supplants Section 7.6) Call, call-outs
10 and standby for eligible employees with a Boiler Supervisor Certificate will be equalized to the extent
11 possible.

12 **H.8.2** In the event an eligible employee with a Boiler Supervisor Certificate fails to
13 respond to Boiler Supervisor call and/or call-out, the County will then refer the call and/or call-out to
14 an outside contractor for response. (Modifies Section 14.2)

15 **H.8.3** Eligible employees are defined as Operating Engineers assigned to the Seattle
16 Downtown area and other Operating Engineers who have been approved by FMD.

17 **H.8.4** Section H.8 is prospective following ratification of the Agreement.
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APPENDIX I

Laborers' International Union of North America Local 1239

Union Code(s): T2S

APPENDIX I: Laborers' International Union of North America Local 1239

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440100	942103	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.				

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

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

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
JOINT CRAFTS COUNCIL, CONSTRUCTION CRAFTS
ADDRESSING THE 2011 BUDGET CRISIS**

WHEREAS, the County is experiencing a financial crisis with a projected General Fund revenue shortfall of \$60 million;

WHEREAS, effective January 1, 2011, the County will eliminate hundreds of positions;

WHEREAS, the parties have an interest in preserving as many positions as possible;

WHEREAS, the employees represented by the following Unions:

cba Code	Union	Contract
350	Pacific Northwest Regional Council of Carpenters, Local 30	Joint Crafts Council, Construction Crafts - Appendix A
350	International Association of Machinists and Aerospace Workers Local 289	Joint Crafts Council, Construction Crafts - Appendix B
350	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104	Joint Crafts Council, Construction Crafts - Appendix C
350	International Brotherhood of Electrical Workers Local 46	Joint Crafts Council, Construction Crafts - Appendix D
350	International Union of Painters and Allied Trades District Council 5	Joint Crafts Council, Construction Crafts - Appendix E
350	United Association of Plumbers and Pipefitters Local 32	Joint Crafts Council, Construction Crafts - Appendix F
350	UNITEHERE! Local 8	Joint Crafts Council, Construction Crafts - Appendix G
350	International Union of Operating Engineers Local 286	Joint Crafts Council, Construction Crafts - Appendix H
350	Laborers' International Union of North America Local 1239	Joint Crafts Council, Construction Crafts - Appendix I

WHEREAS, the national financial crisis, the County's structural financial imbalance, and declining revenues have significantly impacted the County's ability to pay Cost of Living adjustments to its employees;

WHEREAS, the parties will through this Agreement help to preserve essential services and reduce layoffs necessary during 2011.

NOW THEREFORE, King County and Joint Crafts Council, Construction Crafts agree as follows.

1. The parties have negotiated that all employees covered by collective bargaining agreements that are open on the subject of 2011 Cost of Living pay adjustments and represented by the aforementioned Unions will not receive a 2011 Cost of Living pay adjustment.

The parties agree that wages will be increased by percentage amounts shown below:

A. 2012 COLA

Employees shall be eligible to receive 90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

B. 2013 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

C. 2014 COLA

Employees shall be eligible to receive 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.

The parties agree when significant shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for COLA when triggered by either an increase in the King County unemployment rate of more than 2 percentage points compared with the previous year or a decline of more than 7% in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30th of each year of this agreement, the county will assess whether the economic measurements listed above trigger contract reopeners on COLA for the subsequent year.

2. Employees covered by this Agreement will be eligible to receive, in 2011, 2012, 2013 and 2014, other forms of compensation adjustments as provided for in their collective bargaining agreement.

3. As determined by the County, savings generated by forgoing a 2011 Cost of Living pay adjustment shall be applied by the County in such a way as to reduce the loss of jobs held by bargaining unit members covered by the terms of this Agreement.

4. The County agrees to maintain the benefits negotiated in the Joint Labor Management Insurance Committee for 2011 through 2012.

5. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement.

6. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions.

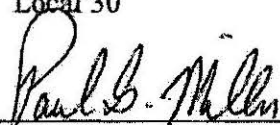
7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

8. The parties agree that this Memorandum of Agreement shall be in effect through December 31, 2014.

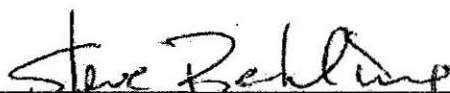
9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible for interest arbitration.

By: 
Pacific Northwest Regional Council of Carpenters
Local 30

Date: 2/27/13

By: 
International Association of Machinists and Aerospace
Workers Local 289

Date: 3-11-13

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

Date: 3-1-13

By: Janet Lewis
International Brotherhood of Electrical Workers
Local 46

Date: 2-27-13

By: [Signature]
International Union of Painters and Allied Trades
District Council 5

Date: 3/4/13

By: Steve Menner
United Association of Plumbers and Pipefitters
Local 32

Date: 3-6-13

By: [Signature]
UNITEHERE Local 8

Date: 3/6/13

By: [Signature]
International Union of Operating Engineers
Local 286

Date: 3/4/13

By: Joseph Bowen Jeffers
Laborers' International Union of North America
Local 1239

Date: 03/07/2013

For King County:

P. Cole-Tindall
Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office

3-11-13
Date

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

JOINT CRAFTS COUNCIL

REPRESENTING CONSTRUCTION CRAFTS

Subject: Footwear Allowance

The following provisions apply to regular employees represented by the Union working in the Departments of Transportation and Natural Resources and Parks who are required by the County to wear protective footwear for their job. The County will determine criteria of what constitutes protective footwear based on job assignment.

Regular employees in the Fleet, Airport, and Road Services divisions will receive an annual payment of ninety dollars (\$90), less required tax withholdings, paid in the second paycheck of July of each year of the Agreement to use towards the purchase of the protective footwear.

Regular employees in the Solid Waste Division will receive a credit of seventy-five dollars (\$75.00) for each calendar year of this Agreement to use towards the purchase or repair of protective footwear. Employees must present receipts to the supervisor/designee for reimbursement evidencing the purchase or repair of protective footwear. If the footwear credit is

not fully used in the calendar year, the unused amount can be carried over to the following calendar year for use. No more than \$75.00 can be carried over from one year to the next.

APPROVED this 8 day of APRIL, 2013.

By: *Dan Condit*
King County Executive

By: *J. Miller*
Pacific Northwest Regional Council of Carpenters
Local 30

Date: 2/27/13

By: *Paul G. Miller*
International Association of Machinists and
Aerospace Workers Local 289

Date: 3-11-13

By: *Steve Bohling*
International Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and Helpers
Lodge No. 104

Date: 3-1-13

By: *Janet Lewis*
International Brotherhood of Electrical Workers
Local 46

Date: 2-27-13

By: *[Signature]*
International Union of Painters and Allied Trades
District Council 5

Date: 3/4/13

By: *Steve Manner*
United Association of Plumbers and Pipefitters
Local 32

Date: 3-6-13