AGREEMENT

by and between

KING COUNTY

and

JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

February 1, 2010 through January 31, 2014

ARTICLE 1: PURPOSE 1
ARTICLE 2: NON-DISCRIMINATION 1
ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP 1
ARTICLE 4: MANAGEMENT RIGHTS 3
ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY 3
ARTICLE 6: HOURS OF WORK 5
ARTICLE 7: OVERTIME AND PREMIUMS 6
ARTICLE 8: HOLIDAYS 9
ARTICLE 9: VACATIONS 11
ARTICLE 10: SICK LEAVE 13
ARTICLE 11: PAID LEAVES 18
ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN 21
ARTICLE 13: SENIORITY - LAYOFF AND RECALL 22
ARTICLE 14: MISCELLANEOUS 25
ARTICLE 15: GRIEVANCE PROCEDURE 27
ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION 30
ARTICLE 17: WAIVER CLAUSE 31
ARTICLE 18: SAVINGS CLAUSE 31
ARTICLE 19: DURATION 32

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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, Forgers and Helpers Lodge No. 104 41

Appendix D: International Brotherhood of Electrical Workers Local 46 44

Appendix E: International Union of Painters and Allied Trades District Council 5 47

Appendix F: United Association of Plumbers and Pipefitters Local 32 48

Appendix G: UNITEHERE! Local 8 50

Appendix H: International Union of Operating Engineers Local 286 52

Appendix I: Laborers' International Union of North America Local 1239 55

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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

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

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

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

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

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

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

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

ARTICLE 4: MANAGEMENT RIGHTS

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

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

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

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

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

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

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

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

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

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

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

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

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

ARTICLE 6: HOURS OF WORK

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

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

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

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

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

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

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

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

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

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

ARTICLE 7: OVERTIME AND PREMIUMS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8: HOLIDAYS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9: VACATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10: SICK LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Exposure to contagious diseases and resulting quarantine.

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

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

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

condition which requires treatment or supervision from the employee;

G. To care for other family members, if:

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

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

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

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

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

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

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

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

A. <u>Birth or Adoption</u> - When a leave is taken after the birth or placement of a child

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 11: PAID LEAVES

11.1 Donation of Vacation and Sick Leave Hours.

A. Vacation leave hours

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

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

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

B. Sick leave hours

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

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

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

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

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

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

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

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

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

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

11.3 Bereavement Leave

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

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

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

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

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

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

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

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

ARTICLE 12: MEDICAL, DENTAL AND LIFE PLAN

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

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

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

ARTICLE 13: SENIORITY - LAYOFF AND RECALL

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

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

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

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

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

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

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

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

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

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

13.5 Seniority will be defined as follows:

- **"Classification Seniority"** will be defined as regular employee's total length of service within a specific classification covered by this Agreement. Regular employees in the Parks Division who were in a position covered by this Agreement prior to January 1, 1992 will not be credited with any classification seniority accrued prior to January 1, 1992 for purposes of layoff under this Article.
- **"Division Seniority"** will be defined as a regular employee's total length of service within a division of a department covered by this Agreement.
- **"Departmental Seniority"** will be defined as a regular employee's total length of service within a department.
- **"Bargaining Unit Seniority"** for purposes of this Agreement, will be defined as a regular employee's total length of service within a classification(s) covered by this Agreement.

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

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

• Discharge for just cause.

• Promotion or transfer outside of the bargaining unit for one (1) or more years.

• Layoff for more than two (2) years.

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

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

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

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

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

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

ARTICLE 14: MISCELLANEOUS

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

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

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

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

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

the employee returns from the field to such headquarters.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15: GRIEVANCE PROCEDURE

15 .1 Purpose - The County and the Union recognize the importance and desirability of

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

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

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

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

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

15.6

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

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

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

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

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

ARTICLE 17: WAIVER CLAUSE

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

ARTICLE 18: SAVINGS CLAUSE

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

ARTICLE 19: DURATION

19.1 Duration - This Agreement will become effective upon full and final ratification and approval by formal requisite means by the King County Council and covers the period from February 1, 2010 through January 31, 2014.

19.2 Reopener Clause - Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to January 31, 2014.

APPROVED this 8 day of APRIL, 2013.

By: Dow Constantine

King County Executive

By: _____ Date: 2/27/13

Pacific Northwest Regional Council of Carpenters
Local 30

By: _____ Date: 3-11-13

International Association of Machinists and Aerospace
Workers Local 289

By: _____ Date: 3-1-13

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

By: _____ Date: 2-27-13

International Brotherhood of Electrical Workers
Local 46

By: _____ Date: 3/4/13

International Union of Painters and Allied Trades
District Council 5

By: _____ Date: 3-6-13

United Association of Plumbers and Pipefitters
Local 32

By: _____ Date: 3/6/13

UNITEHERE! Local 8

By: _____ Date: 3/4/13

International Union of Operating Engineers
Local 286

By: _____ Date: 03/07/2013

Laborers' International Union of North America
Local 1239

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.

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

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.

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

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

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

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

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

B.6 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.

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

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

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

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

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

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

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

B.8.5 Compensation

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

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

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

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

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

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

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

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

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:

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

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

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

• Apprentices will be covered by all of the terms and conditions of this Agreement, 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

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

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

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

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

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

APPENDIX D

International Brotherhood of Electrical Workers Local 46

Union Code: T2C

APPENDIX D: International Brotherhood of Electrical Workers Local 46

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
8201100	821201	Electrician I	53	1-2 *
8201300	821302	Electrician I - Lead	56	1-2 *
8201200	821401	Electrician II	57	1-2 *
8200100	821101	Electrician Helper	37	1-2-3-4-5 **

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

D.1 Short-term Temporary Employees - The County will pay the full hourly contribution rate into the medical portion of the Electrical Workers' Health and Welfare Trust on behalf of the employee for each hour in pay status. Temporary employees will be hired at Step 2 of the Electrician I pay range.

D.2 High Voltage - An employee assigned to and working at the Airport Division will receive a premium of ten percent (10%) over his/her regular hourly rate of pay for working with high voltage (600 volts or more).

D.2.1 An employee assigned to the Airport shall not be eligible for lead pay.

D.2.2 An employee assigned to the Airport shall only receive two (2) hours of call-out pay when called out. (Modifies Section 7.6)

D.3 The County agrees to pay for the actual cost of any license required for the position. The County also agrees to reimburse the employee for the actual cost of maintaining the license not to

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

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

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

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

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

D.8 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.

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

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

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

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

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

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

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

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

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

opportunities.

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

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

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

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

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

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

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

APPENDIX H

International Union of Operating Engineers Local 286

Union Code(s): T2P

APPENDIX H: International Union of Operating Engineers Local 286

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
8502100	853102	Operating Engineer I	45	1-2-3-4-5 *
8502200	853303	Operating Engineer II	50	1-2-3-4-5 *
8502400	853602	Operating Engineer II - Lead	53	1-2-3-4-5 *
8502300	853401	Operating Engineer III	54	1-2-3-4-5 *
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

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

H.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. (Modifies Section 5.2)

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

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

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

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

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

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

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

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

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

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

H.8.4 Section H.8 is prospective following ratification of the Agreement.

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. <u>2012 COLA</u>
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. <u>2013 COLA</u>
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. <u>2014 COLA</u>
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: _____ Date: 2/27/13
Pacific Northwest Regional Council of Carpenters
Local 30

By: _____ Date: 3-11-13
International Association of Machinists and Aerospace
Workers Local 289

By: _____ Date: 3-1-13
International Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and Helpers
Lodge No. 104

By: _____ Date: 2-27-13
International Brotherhood of Electrical Workers
Local 46

By: _____ Date: 3/4/13
International Union of Painters and Allied Trades
District Council 5

By: _____ Date: 3-6-13
United Association of Plumbers and Pipefitters
Local 32

By: _____ Date: 3/6/13
UNITEHERE! Local 8

By: _____ Date: 3/4/13
International Union of Operating Engineers
Local 286

By: _____ Date: 03/07/2013
Laborers' International Union of North America
Local 1239

For King County:

_____ 3-11-13
Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office

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: Dow Constantine
King County Executive

By: _____ Date: 2/27/13
Pacific Northwest Regional Council of Carpenters
Local 30

By: Paul G. Miller Date: 3-11-13
International Association of Machinists and
Aerospace Workers Local 289

By: _____ Date: 3-1-13
International Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and Helpers
Lodge No. 104

By: Janet Lewis Date: 2-27-13
International Brotherhood of Electrical Workers
Local 46

By: _____ Date: 3/4/13
International Union of Painters and Allied Trades
District Council 5

By: Steve Manne Date: 3-6-13
United Association of Plumbers and Pipefitters
Local 32