



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**March 23, 2009**

**Ordinance 16410**

**Proposed No.** 2009-0189.1

**Sponsors** Ferguson, Phillips, Patterson and  
Constantine

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

10  
11 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

12 SECTION 1. The collective bargaining agreement, two memoranda of agreement  
13 and one memorandum of understanding negotiated between King County and Joint Crafts  
14 Council (Construction Crafts) representing employees in the departments of adult and  
15 juvenile detention, natural resources and parks, executive services, public health,  
16 community and human services, and transportation and attached hereto are hereby  
17 approved and adopted by this reference made a part hereof.

18            SECTION 2. Terms and conditions of said agreements shall be effective from  
19            January 1, 2009, through and including January 31, 2010.

20

Ordinance 16410 was introduced on 3/9/2009 and passed by the Metropolitan King  
County Council on 3/23/2009, by the following vote:

Yes: 9 - Mr. Constantine, Mr. Ferguson, Ms. Hague, Ms. Lambert, Mr. von  
Reichbauer, Mr. Gossett, Mr. Phillips, Ms. Patterson and Mr. Dunn

No: 0

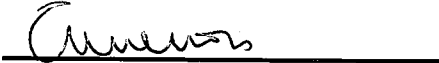
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



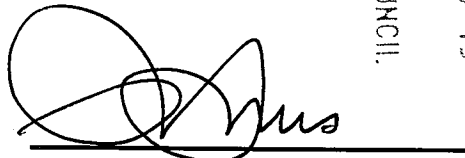
Dow Constantine, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 27 day of MARCH, 2009.



Ron Sims, County Executive

2009 MAR 30 AM 8:49  
CLERK  
KING COUNTY COUNCIL

RECEIVED

**Attachments**

- A. Agreement by and between King County and Joint Crafts Council (Representing Construction Crafts Employees) January 1, 2009 through January 31, 2010, B. Memorandum of Agreement By and Between King County and Joint Crafts Council (Representing Construction Crafts Employees) January 1, 2009 - January 31, 2010, C. Memorandum of Agreement By and Between King County and Joint Crafts Council, D. Memorandum of Understanding By and Between King County and Joint Crafts Council (Representing Construction Crafts Employees)

16410

Attachment A

AGREEMENT

by and between

KING COUNTY

and

JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

January 1, 2009 through January 31, 2010

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**AGREEMENT**  
**by and between**  
**KING COUNTY**  
**and**  
**JOINT CRAFTS COUNCIL**  
**(Representing Construction Crafts Employees)**  
**January 1, 2009 through January 31, 2010**

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**AGREEMENT**  
**by and between**  
**KING COUNTY**

**and**

**JOINT CRAFTS COUNCIL**  
**(Representing Construction Crafts Employees)**  
**January 1, 2009 through January 31, 2010**

These articles constitute an agreement, the terms of which have been negotiated in good faith between King 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.

1 **ARTICLE 1: PURPOSE**

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

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1 **ARTICLE 2: NON-DISCRIMINATION**

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

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1 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

2           **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining  
3 representative of all regular, probationary, term-limited temporary and temporary employees whose  
4 job classifications are in the work units listed in the attached Appendices.

5           **3.2 Dues and Fees** - It will be a condition of employment that all employees covered by this  
6 Agreement who are members of the Union in good standing on the effective date of this Agreement  
7 will remain members in good standing and those who are not members on the effective date of this  
8 Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and  
9 remain members in good standing in the Union or pay fees to the Union to the extent permitted by  
10 law. It will also be a condition of employment that all employees covered by this Agreement and  
11 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day  
12 following the beginning of such employment become and remain members in good standing in the  
13 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing  
14 contained in this Section will require employees to join the Union who can substantiate, in  
15 accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or  
16 initiation fees to Union organizations. Such employees will pay an amount of money equivalent to  
17 regular Union dues and initiation fees to a non-religious charity or to another charitable organization  
18 mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union  
19 each month that such payment has been made.

20           **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will  
21 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a  
22 written request for discharge and verifies that the employee received written notification of the  
23 delinquency including the amount owing, the method of calculation, and the notification that the non-  
24 payment after a period of no less than seven (7) days will result in discharge by the County. A copy  
25 of each written notification will be mailed to the County concurrent with its mailing to the employee.

26           **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an  
27 employee, the County will have deducted from the pay of such employee the amount of dues and  
28 initiation fees as certified by the Union and will transmit the amount to the Union.



1           **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any  
2 claims made and against any suit instituted against the County on account of any check-off of dues  
3 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in  
4 error upon presentation of proper evidence thereof.

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

10           **3.7 Payroll Deduction for Political Contributions** - The County shall, upon receipt of a  
11 written authorization form that conforms to legal requirements, deduct from the pay of a bargaining  
12 unit employee the amount of contribution the employee voluntarily chooses for deduction for political  
13 purposes and shall transmit the same to the Union/designee, in accordance with instructions provided  
14 by the Union.

1 **ARTICLE 4: MANAGEMENT RIGHTS**

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

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

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

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

5           **5.2 STEP Advancement** - A regular employee may be hired at STEP 1 of the wage range  
6 provided under the appendix covering the classification or above STEP 1 as provided under the  
7 County's Personnel Guidelines. Upon completion of the probationary period for the initial hire into  
8 the classification, the employee will move from the initial STEP hired to the next wage STEP in the  
9 wage range, if hired at Step 1. If the employee is hired above Step 1, moving to the next Step is at the  
10 hiring authority's discretion within the first year after hire. STEP increases thereafter will be  
11 annually, on the date of the first Step movement after the initial hire into the classification, unless  
12 otherwise provided in the applicable appendix, until the top STEP is reached. An employee working  
13 less than full-time will receive STEP increases prorated based on the full-time work schedule of the  
14 work unit.

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

19           **5.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a  
20 temporary employee may be eligible for participation in the Union's Health and Welfare Trust as  
21 provided under the appendix, where applicable. The temporary employee may also be eligible to  
22 receive other compensation provided under King County Code, as amended, in the event the  
23 employee exceeds the calendar year working hours threshold.

24           **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant  
25 regular positions.

26           **5.6 COLA** - Effective with the beginning of the first full pay period nearest January 1 the  
27 rates of pay set forth within Appendices "A" through "N" of each year of this Agreement (2009,  
28 2010) will be increased by ninety (90) percent CPI-W, U.S. All Cities based on September to

1 September figures of the prior year; provided, however, said percentage increase will not be less than  
2 two (2) percent nor will it exceed six (6) percent.

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

12       **5.8 Lead Assignment** - An employee may be temporarily assigned in writing by the  
13 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)  
14 percent above his/her base hourly rate of pay. In the event that the employee works as a lead in  
15 excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This  
16 provision will be superceded by lead level classifications in the attached appendices, if such  
17 classifications have a higher wage rate than the employee's base hourly rate of pay.

1 **ARTICLE 6: HOURS OF WORK**

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

5 **6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule  
6 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive  
7 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)  
8 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or  
9 a Sunday.

10 **6.1.2 Additional Work Schedules** - By mutual agreement, additional work schedules  
11 may be established for each Appendix.

12 **6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of  
13 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.

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

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

24 **6.2.3 Overtime** - The additional hourly compensation (shift premium) paid to  
25 employees assigned to second or third shift will not be paid for overtime hours worked by employees  
26 who are assigned to first shift.

27 **6.3 Bid Postings** - All newly established on-going work schedules (days of work), shifts  
28 (hours of work) and vacant positions in the work unit will be posted on work site bulletin boards.

1 Employees within the specific classification in the affected work unit will have the opportunity to bid  
2 by seniority order for the work schedule, shift or vacancy. Absent adequate interest, the County may  
3 assign employees within the classification in the affected work unit to the remaining work schedules,  
4 shifts or vacancies by using inverse seniority order. Changes to work schedules or shifts will  
5 normally require a two (2) week notice to affected employees. Work units are defined in each  
6 Appendix.

7           **6.3.1 Altering of Work Schedule** - No employee will have his/her work schedule  
8 altered for the purpose of avoiding the payment of overtime except when an employee bids for such  
9 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day  
10 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for  
11 working on Saturday or Sunday if either one or both of the days are part of his/her regular work  
12 schedule.

13           **6.4 Planned Work Schedule and/or Shift Change** - The manager/designee may temporarily  
14 change an employee's work schedule and/or shift for planned projects. Such change will normally  
15 require at least two (2) weeks notice to the employee.

1 **ARTICLE 7: OVERTIME AND PREMIUMS**

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

6           **7.1.1** An employee on a 4-10 work schedule will be compensated at the rate of one  
7 and one-half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all additional hours  
8 worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular  
9 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the  
10 holiday pay).

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

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

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

1           **7.5 Overtime Authorization** - All overtime will be authorized in advance by the  
2 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be  
3 considered overtime when it is a regularly scheduled workday for the employee.

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

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

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

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



1 **ARTICLE 8: HOLIDAYS**

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

5

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

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

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

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

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

1 two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for  
2 each holiday identified within Section 8.1. As an alternative, employees working a 4-10 work  
3 schedule may have their schedule changed by the County to a 5-8 work schedule during weeks which  
4 have a holiday.

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

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

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

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

24 **8.8 Premium Pay** - Work performed by a leave-eligible employee on a holiday shall be paid  
25 at one and one-half (1-1/2) times the employee's regular rate, in addition to the holiday pay.  
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1 **ARTICLE 9: VACATIONS**

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

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

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

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

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

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

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

21       **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued  
22 and such use or payment is consistent with the provisions of this Article.

23       **9.6 Outside Employment** - No employee will work for compensation for the County in any  
24 capacity during the time that the employee is on vacation leave.

25       **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter (1/4) hour  
26 increments at the discretion of the manager/designee.

27       **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by  
28 death of an employee with accrued vacation leave and who has successfully completed his/her first

1 six (6) months of County service in a leave eligible position, payment of unused vacation leave up to  
2 the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as  
3 provided for by State Law, RCW Title 11.

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

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

15 **9.11** If a regular or probationary (who has previously achieved career service status)  
16 employee resigns from County employment or is laid off and subsequently returns to County  
17 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior  
18 County service shall be counted in determining the vacation leave accrual rate under Section 9.1.

19 **9.12 Term-Limited Temporary Employees** - A term-limited temporary employee who,  
20 contiguous with his/her term-limited temporary employment becomes a regular employee shall have  
21 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate  
22 will be determined based on his/her date of hire in the term-limited temporary position.

1 **ARTICLE 10: SICK LEAVE**

2       **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees  
3 (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of  
4 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours  
5 per month. The employee is not entitled to sick leave if not previously earned.

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

11       **10.3 Partial Day Increments** - Sick leave may be used in one quarter (1/4) hour increments  
12 at the discretion of the manager/designee.

13       **10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued  
14 by a leave eligible employee.

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

20       **10.6 Pay upon Separation** - A regular or probationary (who has previously achieved career  
21 service status) employee who has successfully completed at least five (5) years of County service and  
22 who retires as a result of length of service or who separates by reason of death will be paid, or his/her  
23 estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of  
24 his/her unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the  
25 date of leaving County employment, less mandatory withholdings.

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

1 augment time loss payments with the use of accrued sick leave.

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

6       **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
7 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved  
8 by his/her manager/designee.

9       **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

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

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

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

24           C. Exposure to contagious diseases and resulting quarantine.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

1 leave requests.

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

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

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1 **ARTICLE 11: PAID LEAVES**

2 **11.1 Donation of Vacation and Sick Leave Hours.**

3 **A. Vacation leave hours**

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

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

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

20 **B. Sick leave hours**

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

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

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

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

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

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

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

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

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

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

28 **11.3 Bereavement Leave**

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

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

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

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

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

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

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

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

1 duty or active training duty.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

5           • Discharge for just cause.  
6           • Promotion or transfer outside of the bargaining unit for one (1) or more years, except  
7 in case of layoff in which case it is two (2) years.

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

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

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

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

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

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

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1 **ARTICLE 14: MISCELLANEOUS**

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

5           **14.2 Contracting of Work** - The County will not contract out work which the members of  
6 the Union have historically performed unless it is required by law or is a business necessity due to an  
7 emergency situation or to augment the workforce on a short-term, temporary basis. Except for  
8 emergency situations, the County will provide notice to the Union of its intent to contract out and,  
9 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under  
10 no circumstance will the County agree to any long-term or permanent contracting out of bargaining  
11 unit work. Nothing in this provision will limit what the County has historically contracted out, and  
12 no jobs will be eliminated due to contracting out.

13           **14.3 Election to Union Office** - A regular employee elected or appointed to an office in the  
14 Union, which requires all of his/her time will be given an unpaid leave of absence up to one (1) year  
15 without pay upon written application. This provision does not apply to appointed shop stewards in  
16 the exercise of their duties which fall under Section 14.10.

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

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

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

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

1 Union agrees to establish labor-management committee(s) where mutually agreed.

2       **14.8 Biweekly Payroll** - If during the life of this Agreement the Council adopts a biweekly  
3 payroll plan, the parties agree to adopt the plan. The right to define and implement a new payroll  
4 system, including but not limited to a biweekly payroll system, is vested exclusively in King County.  
5 Implementation of such system may include a conversion of wages and leave benefits into hourly  
6 amounts and the parties recognize King County's exclusive right to make the changes necessary to  
7 implement such payroll system.

8       **14.9 Bulletin Boards** - The County agrees to permit the Union shop stewards and business  
9 representatives to post on designated County bulletin boards the announcement of meetings, election  
10 of officers, and other Union material; provided, there is sufficient space beyond what is required by  
11 the County for normal business operations.

12       **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities  
13 including attending grievance, Weingarten and Loudermill meetings during his/her regular scheduled  
14 shift, without a loss of regular compensation, if excused from work by the employee's  
15 manager/designee.

16       **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety  
17 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will  
18 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe  
19 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

20       **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible  
21 employees for the term of this Agreement.

22       **14.13 Apprenticeship Utilization** - By mutual agreement, the County and the Union agrees  
23 to enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice  
24 hiring within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring  
25 will conform to the individual Apprenticeship Standards, and apprentices hired will be term-limited  
26 temporary employees.

27       **14.14 Filling of Vacant Positions** - Prior to the initiation of any open competitive process to  
28 fill a vacant bargaining unit position, the County will provide notice of the vacancy to all regular

1 employees within the classification within the bargaining unit. A copy of the vacancy will be posted  
2 on the workplace bulletin board. Any regular member of the bargaining unit holding a position  
3 within the same classification as that of the vacant position will be given the opportunity to apply for  
4 the position. The appointment will be made to the applicant who the County determines has the  
5 knowledge, skills and ability to fill the position. Where the knowledge, skills and ability of the  
6 applicants are equal, the position will be awarded on the basis of classification seniority. This  
7 provision is not applicable to employees who hold a different employment status (i.e., part-time and  
8 full-time) than that of the vacant position in the classification.

9 **14.15 Use of Term-Limited Temporary Employees** - The County will notify the Union  
10 when it hires a term-limited temporary employee. The notice will include the classification, division  
11 hired, basis for the hire and expected length of employment. The County will meet with the Union, if  
12 requested, within fourteen (14) days following such request.

13 **14.16 Pension Trusts** - The County agrees to re-open negotiations during the term of this  
14 Agreement upon request by any signatory Union, solely for the purpose of negotiating procedures and  
15 policies for employees covered by this Agreement to participate in a Union Pension Trust. The  
16 parties understand and agree that the Union will conduct a membership vote to determine whether the  
17 membership will participate in a Pension Trust, and that if a majority of members represented by one  
18 of the Unions signatory to this Agreement vote in favor of participation, all members must  
19 participate. The parties further agree that participation in a Pension Trust shall not result in an  
20 increase of pay for any employees covered by this Agreement.

1 **ARTICLE 15: GRIEVANCE PROCEDURE**

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

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

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

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

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

19       **15.6**

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

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

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

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

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

27           **15.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to,  
28 subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new



1 agreements, but will have the power only to apply and interpret the provisions of this Agreement in  
2 reaching a decision.

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

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

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

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

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

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

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

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

19           **16.3 Discipline** - Any employee participating in such work stoppage or in other ways  
20 committing an act prohibited in this Article will be subject to disciplinary action in accordance with  
21 the County's work rules up to and including discharge, suspension, or other disciplinary action as  
22 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. Therefore, the County and the Union for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

1 **ARTICLE 18: SAVINGS CLAUSE**

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

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1 **ARTICLE 19: DURATION**

2 **19.1 Duration** - This Agreement will become effective upon full and final ratification and  
3 approval by formal requisite means by the King County Council and covers the period from  
4 January 1, 2009 through January 31, 2010.

5 **19.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by  
6 either party by providing to the other written notice of its intention to do so at least sixty (60) days  
7 prior to January 31, 2010.

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10 APPROVED this 4<sup>th</sup> day of March, 2009

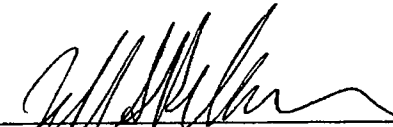
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14 By: [Signature]  
15 for King County Executive


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19 JOINT CRAFTS COUNCIL

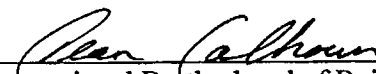
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21 By: [Signature]  
22 Gregory L. Slaughter  
23 Co-Chairman

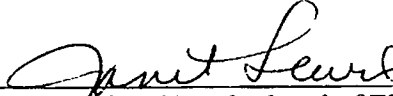
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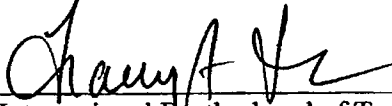
1 The UNIONS HEREINAFTER LISTED, as a party to the AGREEMENT by and between the  
2 County of King Washington, and the Joint Crafts Council on behalf of the Council and each on its  
3 own behalf, do hereunto affix their signatures.

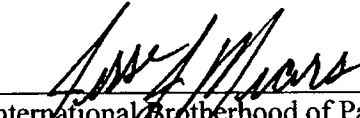
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5 By:  Date: 1/30/09  
6 Pacific Northwest Regional Council of Carpenters

7 By:  Date: 2/9/09  
8 International Association of Machinists & Aerospace Workers District No. 160,  
9 Local No. 289

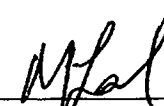
10 By:  Date: 1/30/09  
11 International Brotherhood of Boilermakers, Iron Ship Builders,  
12 Blacksmiths, Forgers and Helpers Lodge No. 104

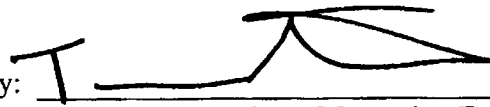
13 By:  Date: 1/30/09  
14 International Brotherhood of Electrical Workers Local No. 46

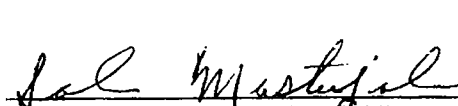
15 By:  Date: 2/9/09  
16 International Brotherhood of Teamsters Local No. 117

17 By:  Date: 1/30/09  
18 International Brotherhood of Painters & Allied Trades District Council No. 5

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20 By:  Date: 1-30-09  
21 United Association of Plumbers & Pipefitters Local No. 32

22 By:  Date: 1-30-09  
23 UNITEHERE! Local No. 8

24 By:  Date: 1-30-09  
25 International Union of Operating Engineers Local No. 286

26  
27 By:  Date: 1-30-09  
28 Public Service and Industrial Employees Local No. 1239

1 APPENDIX A

2 Pacific Northwest Regional Council of Carpenters

3  
4 Union Code(s): 0131A  
01797

5  
6 **APPENDIX A: Pacific Northwest Regional Council of Carpenters**

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

| Classification Number | Classification Title | Pay Range | Steps       |
|-----------------------|----------------------|-----------|-------------|
| 8100100               | Carpenter I          | 48        | 1-2-3-4-5 * |
| 8100300               | Carpenter I, Lead    | 51        | 1-2-3-4-5 * |
| 8100200               | 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.

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

19 **A.2 Temporary Employees** - A temporary journey level employee will be hired at Step 3, or  
20 at a higher step at the County's discretion. In addition, the County will pay the full hourly  
21 contribution rate into the medical portion of the Carpenter's Health and Welfare Trust on behalf of  
22 the employee for each hour in pay status. (See Section 5.4)

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

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

27 **A.5 Apprenticeship Program** - If, during the term of this Agreement, the County and Union  
28 decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations,

1 at the request of either party, to negotiate amendments or additions to this Appendix related to  
2 apprenticeships.

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

9       A.7 The County agrees to provide the Union with classification specifications for Carpenter I  
10 - Lead as soon as practical.

11       A.8 As soon as feasible after this Agreement is in effect, the parties agree to convene a Labor-  
12 Management Committee for the purpose of discussing a clothing allowance. The County agrees to  
13 maintain its current practices for providing clothing and protective gear until the parties agree on an  
14 alternative.



1 **APPENDIX B**

2 **International Association of Machinists & Aerospace**

3 **Workers District No. 160, Local No. 289**

4  
5 Union Code(s): 0289A  
6 0289B

7  
8 **APPENDIX B: International Association of Machinists & Aerospace Workers District No. 160,**  
9 **Local No. 289**

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

12

| 13 Classification Number | Classification Title                   | Pay Range | Steps       |
|--------------------------|--|-----------|-------------|
| 14 8431100               | Heavy Equipment Body Repair Technician | 50        | 1-2-3-4-5 * |
| 15 8410200               | Mechanic/Automotive Machinist I        | 45        | 1-2-3-4-5 * |
| 16 8411200               | Mechanic/Automotive Machinist I-HD     | 50        | 1-2-3-4-5 * |
| 17 8410300               | Mechanic/Automotive Machinist II       | 49        | 1-2-3-4-5 * |
| 18 8411300               | Mechanic/Automotive Machinist II-HD    | 54        | 1-2-3-4-5 * |
| 19 8422100               | Millwright                             | 50        | 1-2-3-4-5 * |

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

21  
22 **B.1 Steps** - An employee who is hired into a regular position and who has successfully  
23 completed a State Apprenticeship program in the craft hired, or alternatively, a State recognized  
24 Certificate of Completion in Automotive Mechanics Technology and five years of documented  
25 experience in the field will start at Step 3 and advance to Step 5 on successful completion of  
26 probation.

27 **B.2 Commercial Drivers License (CDL)** - All employees in a "HD" classification must  
28 possess a valid CDL while in pay status. The County will pay for required training and associated

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

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

15 **B.4 ASE Certification Examinations** - The County will, when feasible, adjust the work  
16 schedule of employees who do not work a day shift, in order to allow the employee to take  
17 examinations to acquire or maintain an ASE certification. If a schedule adjustment is not feasible, the  
18 County will approve vacation leave or compensatory time off, at the employee's option, provided the  
19 employee submits the request with sufficient advance notice.

20 **B.5 Tool Allowance** - Effective January 1, 2003, the County will pay an annual tool  
21 allowance of four hundred dollars (\$400.00) to each regular employee who is required to provide  
22 tools for work as a condition of employment. The Union and the County will meet and confer on the  
23 repair of employee owned power tools used for work.

24 **B.6 Work Units** - Work units will be defined as those County Divisions in which members  
25 are regularly assigned to work. (See Section 6.3)

26 **B.7 Apprenticeship Program** - If, during the term of this Agreement, the County and Union  
27 decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations,  
28 at the request of either party, to negotiate amendments or additions to this Appendix related to

1 apprenticeships.

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

8       **B.9 Alert Status** - When Alert Status is called and implemented more than four (4) hours  
9 prior to the start of an employee's regular shift, no less than four (4) hours of work within his/her  
10 Alert Status shift will be paid for at the overtime rate of pay. In instances of a callout, as described in  
11 Section 7.6.1, when an employee has been called back to work within four (4) hours of his/her regular  
12 shift, the employee will be compensated at the overtime rate of pay for only the hours immediately  
13 preceding the start of his/her regular shift or for all the hours worked in excess of eight (8) straight  
14 time hours during the Alert Status shift, whichever is greater.

15       **B.9.1 Overtime While in Alert Status** - An employee who is assigned to work an  
16 Alert Status shift will not be eligible to receive overtime pay in excess of that provided for within  
17 Section B.9 until such time as he/she has worked eight (8) hours when assigned a (5-8) schedule, or  
18 ten (10) hours when assigned a (4-10) schedule at the straight time rate of pay during that shift or  
19 forty (40) hours in a workweek.

20       **B.9.2 Implementation of Alert Status** - Notwithstanding the provision of Section  
21 7.6., implementation of Alert Status will be considered to have taken place when the work hours of  
22 the employee's normal shift have been altered without the required advance notification.

23       **B.9.3 Compensation and Breaks While in Alert Status** - An employee who is  
24 assigned to work an Alert Status shift will be compensated for all hours assigned to the shift inclusive  
25 of all breaks. Meal and rest periods will be taken in accordance with the provisions of this  
26 Agreement and applicable laws and regulations.

27       **B.9.4 Shifts Resulting from Alert Status** - Shifts resulting from implementation of  
28 Alert Status may be of varying duration but will be at least eight (8) hours.

1                    **B.9.5 Shift Premium** - Work performed under Alert Status will not be subject to shift  
2 premium pay as described in Sections 6.2.1 and 6.2.2.

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1 **APPENDIX C**

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

4  
5 Union Code(s): 0104A

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

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

| 11 Classification Number   | 12 Classification Title | 13 Pay Range | 14 Steps   |
|--|-------------------------|--------------|------------|
| 8426100  | Metal Fabricator        | 49           | 1-2-3-4-5* |
| 8426200  | Metal Fabricator, Lead  | 52           | 1-2-3-4-5* |
| 15 * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule. |                         |              |            |

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

20 **C.2 Temporary Employees** - A temporary employee will be hired at Step 3. A temporary  
21 who is hired as a regular employee contiguous with his/her temporary employment will start at Step  
22 3. The County will pay the full hourly contribution rate into the medical portion of the Boilermakers'  
23 Health and Welfare Trust on behalf of the employee for each hour in pay status. (See Section 5.4)

24 **C.3 Apprenticeship** - It is understood and agreed by and between the County and the Union  
25 that to ensure an adequate supply of competent, skilled craftsmen are available at all times, an  
26 Apprenticeship Program may be established by mutual consent of the County and the Union. The  
27 County and the Union agree to re-open negotiations if, during the term of this Agreement, the parties  
28 decide to establish an Apprenticeship Program. The Apprenticeship Program will not conflict with

1 Federal or Washington State Apprenticeship Laws, and will provide the following:

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

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

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

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

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

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

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

22 **C.4 Work Units** - Work units will be defined as those County Divisions in which members  
23 are regularly assigned to work. (See Section 6.3)

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

1 of participation, all members must participate. The parties further agree that participation in the  
2 Pension Trust shall not result in an increase in the rate of pay for any employee covered by this  
3 Agreement.

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1 **APPENDIX D**

2 **International Brotherhood of Electrical Workers Local No. 46**

3 Union Code(s): 0046A

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

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

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| 10 <b>Classification Number</b>   | <b>Classification Title</b> | <b>Pay Range</b> | <b>Steps</b> |
|---|-----------------------------|------------------|--------------|
| 11 8201100  | Electrician I               | 53               | 1-2 *        |
| 12 8201300  | Electrician I, Lead         | 56               | 1-2 *        |
| 13 8201200  | Electrician II              | 57               | 1-2 *        |
| 14 8200100  | Electrician Helper          | 37               | 1-2-3-4-5 ** |
| 15 * These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule.        |                             |                  |              |
| 16 ** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule. |                             |                  |              |

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18 **D.1 Temporary Employees** - The County will pay the full hourly contribution rate into the  
19 medical portion of the Electrical Workers' Health and Welfare Trust on behalf of the employee for  
20 each hour in pay status. (See Section 5.4) Temporary employees will be hired at Step 2 of the  
21 Electrician I pay range.

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

25 **D.2.1** An employee assigned to the Airport shall not be eligible for lead pay.  
26 (Modifies Section 5.8)

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



1           **D.3** The County agrees to pay for the actual cost of any license required for the position. The  
2 County also agrees to reimburse the employee for the actual cost of maintaining the license not to  
3 exceed one hundred seventy-five dollars (\$175.00) during the term of the Agreement.

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

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

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

10           **D.7 Union Stewards** - the Union shall have the right to appoint stewards for each Division  
11 within the County where its members are employed. The steward shall see that the provisions of this  
12 agreement are observed, and shall be allowed a reasonable time to investigate grievances, attend  
13 grievance hearings and Labor/Management meetings during regularly scheduled shifts, without loss  
14 of compensation, except the County shall have no obligation for overtime compensation for steward  
15 activities. (Modifies 14.10)

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

1 **APPENDIX E**

2 **International Brotherhood of Teamsters Local No. 117**

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4 Union Code(s): 0117A

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6 **APPENDIX E: International Brotherhood of Teamsters Local No. 117**

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

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| 10 <b>Classification Number</b> | <b>Classification Title</b> | <b>Pay Range</b> | <b>Steps</b> |
|---------------------------------|-----------------------------|------------------|--------------|
| 11 9440300                      | Crew Chief                  | 53               | 1-2-3-4-5 *  |
| 12 9440200                      | Utility Worker II           | 39               | 1-2-3-4-5 *  |
| 13 9440400                      | Utility Worker II, Lead     | 42               | 1-2-3-4-5 *  |

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

15  
16 **E.1 Temporary Employees** - A temporary employee will be hired at Step 3.

17 **E.2 Position Opening, Work Site Location, and/or Days Off Assignments** - Employees in  
18 Roads interested in transferring can submit or withdraw written requests at any time but will only be  
19 considered for a transfer if it is on file prior to the transfer review meeting. The County will post a  
20 notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as  
21 a reminder to employees to submit requests if interested. The advance notification will include the  
22 current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and  
23 subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers  
24 will be reviewed and approved by the maintenance operations manager. Requests on file will be  
25 purged annually. An employee who changes work locations through this process cannot participate  
26 again for twelve (12) months following the effective date of the transfer.

27 **E.3 Crew Chief Callout Premium and Vehicles** - Crew Chiefs who are assigned a County  
28 take-home vehicle will be paid a minimum of two (2) hours at the overtime rate for each callout when

1 required to return to work once having left the work-site upon completion of their shift. The County  
2 shall retain exclusive right to assign vehicles to Crew Chiefs and/or to revoke such assignment at its  
3 exclusive discretion upon thirty (30) days notice. (Modifies Sections 7.6 and 7.6.1)

4           **E.3.1** In the event the County elects to revoke a take-home vehicle for a Crew Chief,  
5 the Crew Chief shall be compensated for any callout at the four (4) hour minimum rate provided for  
6 within Sections 7.6 and 7.6.1.

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

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

12           **E.6** If an employee who is not on standby accepts a work-related telephone call, and as a  
13 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
14 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
15 returns to work as a result of the call, the provisions of Sections 7.6 and 7.6.1 will apply. The County  
16 may request documentation of the timing and nature of the telephone call. It is understood that  
17 employees who are not on call are not required to be available to respond to work-related calls during  
18 their off-duty time.

19           **E.7** The County agrees to conduct a classification and compensation study of the Utility  
20 Worker classification during the term of this Agreement, and to provide the Union with a report at the  
21 conclusion of the study. The County agrees to negotiate the effects of any implementation of the  
22 study results, if the Union requests.

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

1           **E.9 Alert Status** - When Alert Status is called and implemented more than four (4) hours  
2 prior to the start of an employee's regular shift, no less than four (4) hours of work within his/her  
3 Alert Status shift will be paid for at the overtime rate of pay. In instances of a callout, as described in  
4 Section 7.6.1, when an employee has been called back to work within four (4) hours of his/her regular  
5 shift, the employee will be compensated at the overtime rate of pay for only the hours immediately  
6 preceding the start of his/her regular shift or for all the hours worked in excess of eight (8) straight  
7 time hours during the Alert Status shift, whichever is greater.

8           **E.9.1.1 Overtime While in Alert Status** - An employee who is assigned to work an  
9 Alert Status shift will not be eligible to receive overtime pay in excess of that provided for within  
10 Section E.9 until such time as he/she has worked eight (8) hours when assigned a (5-8) schedule, or  
11 ten (10) hours when assigned a (4-10) schedule at the straight time rate of pay during that shift or  
12 forty (40) hours in a workweek.

13           **E.9.2 Implementation of Alert Status** - Notwithstanding the provision of Section  
14 7.6., implementation of Alert Status will be considered to have taken place when the work hours of  
15 the employee's normal shift have been altered without the required advance notification.

16           **E.9.3 Compensation and Breaks While in Alert Status** - An employee who is  
17 assigned to work an Alert Status shift will be compensated for all hours assigned to the shift inclusive  
18 of all breaks. Meal and rest periods will be taken in accordance with the provisions of this  
19 Agreement and applicable laws and regulations.

20           **E.9.4 Shifts Resulting from Alert Status** - Shifts resulting from implementation of  
21 Alert Status may be of varying duration but will be at least eight (8) hours.

22           **E.9.5 Shift Premium** - Work performed under Alert Status will not be subject to shift  
23 premium pay as described in Sections 6.2.1 and 6.2.2.

1 **APPENDIX F**

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

3 Union Code(s): 0300A  
4 1094A  
5 1982A

6 **APPENDIX F: International Brotherhood of Painters & Allied Trades District Council No. 5**

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

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| 10 <b>Classification Number</b> | <b>Classification Title</b> | <b>Pay Range</b> | <b>Steps</b> |
|---------------------------------|-----------------------------|------------------|--------------|
| 11 8101100                      | Painter I                   | 47               | 1-2-3-4-5 *  |
| 12 8101300                      | Painter I, Lead             | 50               | 1-2-3-4-5 *  |
| 13 8101200                      | Painter II                  | 51               | 1-2-3-4-5 *  |
| 14 8103100                      | Sign Painter I              | 47               | 1-2-3-4-5 *  |
| 15 8103200                      | Sign Painter II             | 51               | 1-2-3-4-5 *  |

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

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

20 **F.2 Temporary Employees** - A temporary employee will be hired at Step 3. (Adds to  
21 Section 5.2) The County will pay the full hourly contribution rate into the Painters' Health and  
22 Welfare Trust on behalf of the employee for each hour in pay status. (See Section 5.4)

23 **F.3 Work Units** - Work units will be defined as those County Divisions in which members  
24 are regularly assigned to work. (See Section 6.3)

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

1 **APPENDIX G**

2 **United Association of Plumbers & Pipefitters Local No. 32**

3  
4 Union Code(s): 0032A  
5 0032C

6 **APPENDIX G: United Association of Plumbers & Pipefitters Local No. 32**

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

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

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20 **G.1 Temporary Employees** - The County will pay the full hourly contribution rate into the  
21 Plumbers' Health and Welfare Trust on behalf of the employee for each hour in pay status; except for  
22 part-time Plumbing Inspectors. (See Section 5.4) In lieu of participation into the Health and Welfare  
23 Trust, part-time Plumbing Inspectors will be placed at Step 2 of the pay range once he/she is paid the  
24 equivalent of six (6) months of employment.

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

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

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

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

5 **G.5 Work Units** - Work units will be defined as those County Divisions in which members  
6 are regularly assigned to work. (See Section 6.3)

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

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**APPENDIX H**  
**UNITEHERE! Local No. 8**

Union Code(s): 0008A  
0008B

**APPENDIX H: UNITEHERE! Local No. 8**

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

| Classification Number | Classification Title | Pay Range | Steps       |
|-----------------------|----------------------|-----------|-------------|
| 9500200               | Cook/Baker           | 43        | 1-2-3-4-5 * |
| 9500201               | Cook/Baker, Lead     | 47        | 1-2-3-4-5 * |

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

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

**H.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.

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

**H.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.

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

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

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



1 opportunities.

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

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

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

15       **H.7 Work Units** - Work units will be defined as those County Divisions in which members  
16 are regularly assigned to work. (See Section 6.3)

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

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

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

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1 **APPENDIX I**

2 **International Union of Operating Engineers Local No. 286**

3 Union Code(s): 0286A

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6 **APPENDIX I: International Union of Operating Engineers Local No. 286**

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

| Classification Number   | Classification Title        | Pay Range | Steps       |
|---|-----------------------------|-----------|-------------|
| 8502100   | Operating Engineer I        | 45        | 1-2-3-4-5 * |
| 8502200   | Operating Engineer II       | 50        | 1-2-3-4-5 * |
| 8502400   | Operating Engineer II, Lead | 53        | 1-2-3-4-5 * |
| 8502300   | 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. |                             |           |             |

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

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

1 on successful completion of probation. (Adds to Section 5.2)

2 **I.2 Licenses** - The County will pay the actual cost of any license required by the County,  
3 except a CDL and any training required to maintain the license.

4 **I.3 Filling Of Vacant Shifts** - In the event a shift becomes permanently vacant, notice of the  
5 vacancy will be posted. The notice will have the date and hour of its posting and it will remain  
6 posted for seventy-two (72) consecutive hours. Regular employees who desire to work the vacant  
7 shift will indicate so by signing the posted notice. The employee with the greatest bargaining unit  
8 seniority will be assigned to the vacant shift; provided however, he/she is qualified to handle the  
9 work. (Supplants Section 6.3)

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

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

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

26 **I.7 Work Units** - Work units will be defined as those County Divisions in which members  
27 are regularly assigned to work. (See Section 6.3)

28 **I.8 Apprenticeship Program** - The parties agree to establish a Labor-Management

1 Committee on Apprenticeship. The County and the Union may each appoint up to three (3) members  
2 of the committee. In addition, each party may designate a resource person to assist the committee  
3 work.

4 **I.9 Re-opener Agreement** - The parties agree to re-open negotiations during the term of this  
5 Agreement, at the request of either party, for the purpose of negotiating either or both of the following  
6 subjects:

7 • Establishment of an Apprenticeship Program  
8 • Effects of revisions to the Operating Engineer job classification series. The County  
9 agrees to conduct a classification/compensation study of the Operating Engineer classification series,  
10 which shall include a survey of pay rates paid for comparable positions by Puget Sound area public  
11 employers. The parties will re-open negotiations at the conclusion of the study. Either party will be  
12 free to make any proposal it desires regarding classification title, number of levels in the classification  
13 series, pay range, and/or steps.

1 **APPENDIX J**

2 **Public Service and Industrial Employees Local No. 1239**

3 Union Code(s): 1239A

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

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

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| 10 <b>Classification Number</b>  | <b>Classification Title</b> | <b>Pay Range</b> | <b>Steps</b> |
|--|-----------------------------|------------------|--------------|
| 11 9440100   | Utility Worker I            | 35               | 1-2-3-4-5 *  |
| 12 * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule. |                             |                  |              |

13

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

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

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**APPENDIX K**

**International Brotherhood of Teamsters Local No. 117**

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

**APPENDIX K: International Brotherhood of Teamsters Local No. 117**

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

| Classification Number   | Classification Title                              | Pay Range | Steps       |
|---|---|-----------|-------------|
| 9320200   | Assistant Election Distribution Center Supervisor | 41        | 1-2-3-4-5 * |
| 9442100   | Bridge Tender                                     | 31        | 1-2-3-4-5 * |
| 4300200   | Customer Service Specialist II                    | 36        | 1-2-3-4-5 * |
| 9320100   | Election Equipment Technician                     | 36        | 1-2-3-4-5 * |
| 9410100   | Equipment Services & Maintenance Specialist       | 39        | 1-2-3-4-5 * |
| 9410200   | Equipment Services & Maintenance Specialist-HD    | 43        | 1-2-3-4-5 * |
| 2211100   | Inventory Purchasing Specialist I                 | 42        | 1-2-3-4-5 * |
| 2211200   | Inventory Purchasing Specialist II                | 46        | 1-2-3-4-5 * |
| 2211300   | Inventory Purchasing Specialist III               | 49        | 1-2-3-4-5 * |
| 9328100   | Parking Attendant                                 | 31        | 1-2-3-4-5 * |
| 5101100   | Road Use Investigators                            | 49        | 1-2-3-4-5 * |
| 5220100   | Security Officer                                  | 36        | 1-2-3-4-5 * |
| 9321100   | Truck Driver I                                    | 36        | 1-2-3-4-5 * |
| 9440000   | Utility Worker Assistant                          | 29        | 1-2-3-4-5 * |
| 9326100   | Vehicle Dispatcher                                | 37        | 1-2-3-4-5 * |
| 2631300   | Warehouse Supervisor                              | 53        | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule. |   |           |             |

1           **K.1 Temporary Employees** - A temporary employee will be hired at Step 3.

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

4           **K.3 Security Officers** - The work schedules for regular career service Security Officers in  
5 the Solid Waste Division of the Department of Natural Resources and Parks consists of one (1)  
6 schedule of five eight-hour shifts, Monday through Friday; and one (1) schedule of two thirteen-hour  
7 shifts, Saturday through Sunday. (See Section 6.1.2)

8                   **K.3.1** For the standard schedule of five eight-hour shifts, overtime will be paid for all  
9 time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.

10                   **K.3.2** For the schedule of two thirteen-hour shifts, overtime will be paid for all time  
11 worked in excess of thirteen (13) hours in a workday or forty (40) hours in a workweek.

12           **K.4 Work Units** - Work units will be defined as those County Divisions in which members  
13 are regularly assigned to work. (See Section 6.3)

14           **K.5 Classification Review** - The County agrees to notify the Union if a job classification  
15 listed in this Appendix is modified during the term of this Agreement, and to negotiate the effects of  
16 the modifications if the Union requests.

1 **APPENDIX L**

2 **International Brotherhood of Teamsters Local No. 117**

3  
4 Union Code(s): 0117J

5  
6 **APPENDIX L: International Brotherhood of Teamsters Local No. 117**

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

| Classification Number  | Classification Title                       | Pay Range | Steps       |
|--|--|-----------|-------------|
| 3120400  | Chemical Dependency Program Screener       | 36        | 1-2-3-4-5 * |
| 3120700  | Chemical Dependency Program Screener, Lead | 39        | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule |  |           |             |

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15 **L.1 Temporary Employees** - A temporary employee will be hired at Step 3 and will be  
16 advanced to Step 4 after two thousand eighty (2080) hours worked.

17 **L.2 Shift Premiums** - Employees covered by this Appendix will receive ten dollars (\$10.00)  
18 for working a shift other than a day shift. To qualify for the shift premium at least fifty percent (50%)  
19 of an employee's shift hours must be after 4:10 PM. (Replaces Sections 6.2.1 and 6.2.2)

20 **L.3 Bid Postings** - The provisions of Section 6.3 (Bid Postings) will not apply to this  
21 Appendix.

22 **L.3.1 Schedule Change** - Employees will be given no less than forty eight (48) hours  
23 notice of involuntary changes in work schedules, unless due to an emergency situation, immediate  
24 changes are required to provide adequate levels of staffing. (Replaces Sections 6.3.1, 6.4 et seq.)  
25 Vacant bargaining unit positions shall be filled as provided in Section 14.14.

26 **L.3.2 4-10 Work Schedule** - Employees may be assigned to a 4-10 work schedule.

27 **L.4 Clothing Allowance** - Regular employees will receive two hundred dollars (\$200.00)  
28 and temporary employees will receive one hundred dollars (\$100.00) on January 5 and July 5 each



1 year for clothing purchase and maintenance. Temporary employees will receive a hundred dollars  
2 (\$100) allowance on January 5 and July 5 of each year provided they worked at least two hundred  
3 forty (240) hours during the previous six (6) months.

4 **L.5 Personal Property** - Employees who unavoidably suffer a loss or damage to personal  
5 property while on duty will have property repaired or replaced at County expense. Reimbursement  
6 for personal property will not exceed one hundred fifty dollars (\$150.00) unless the replacement cost  
7 is greater for necessary items such as prescription glasses and hearing aids. The County, to minimize  
8 its loss expense, may issue a policy as to which items will be brought on the premises at the  
9 employee's own risk, like expensive leather jackets and jewelry (other than wedding bands.)

10 **L.6** When a holiday falls on a scheduled day off, eligible employees will receive eight (8)  
11 hours of holiday pay for full time employees, or holiday pay pro-rated to reflect their normally  
12 scheduled work week for part-time employees. (Modifies Sections 8.1.1 and 8.2)

13 **L.6.1** Employees eligible for holiday pay may elect to accrue up to eight (8) hours of  
14 compensatory time when a holiday falls on a scheduled day off instead of being paid the holiday pay.  
15 To be eligible, the employee must give two (2) weeks notice of his/her election. Failure to give at  
16 least two (2) weeks notice will automatically result in payment of holiday pay, if eligible. The  
17 compensatory time must be used within ninety (90) days of it being earned, unless there is a mutual  
18 agreement to extend. (Modifies Sections 8.1 and 8.1.1)

19 **L.6.2** Employees eligible for holiday pay may elect to accrue up to eight (8) hours of  
20 compensatory time when working on a holiday instead of being paid the holiday pay. To be eligible,  
21 the employee must give two (2) weeks notice of his/her election. Failure to give at least two (2)  
22 weeks notice will automatically result in payment of holiday pay, if eligible. The compensatory time  
23 must be used within ninety (90) days of it being earned, unless there is a mutual agreement to extend.  
24 (Modifies Sections 8.1 and 8.1.1)

25 **L.6.3** An employee who is scheduled to work on a holiday will be required to work  
26 unless absent on approved leave.

27 **L.6.4** An employee who is absent on a holiday that is a scheduled work day will  
28 receive holiday pay as provided in Section 8.1 if the employee complies with required procedures for

1 requesting leave, and the leave is approved.

2           **L.6.5** The employee's sick leave balance will be charged if the absence is for a  
3 purpose covered by sick leave policies.

4           **L.7** If the County determines that employees will be required to acquire and maintain a  
5 license or certification, the County will notify the Union prior to implementation and provide an  
6 opportunity to negotiate the effects of the license or certification requirement. All mandatory work-  
7 related training will be on paid time and at County expense.

8           **L.8** If an employee who is not on standby accepts a work-related telephone call, and as a  
9 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
10 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
11 returns to work as a result of the call, the provisions of Sections 7.6 and 7.6.1 will apply. The County  
12 may request documentation of the timing and nature of the telephone call. It is understood that  
13 employees who are not on call are not required to be available to respond to work-related calls during  
14 their off-duty time.

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1 **APPENDIX M**

2 **International Brotherhood of Teamsters Local No. 117**

3  
4 Union Code(s): 0117Q

5  
6 **APPENDIX M: International Brotherhood of Teamsters Local No. 117**

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

| Classification Number  | Classification Title | Pay Range | Steps       |
|--|----------------------|-----------|-------------|
| 5220000  | Security Screener    | 30        | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule |                      |           |             |

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14 **M.1 Temporary Schedules** - A temporary employee will be hired at Step 3. After two  
15 thousand eighty (2080) hours of work as a Security Screener, temporary employees will advance to  
16 the next higher step on the pay range.

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

24 **M.3** The provisions of Sections 7.6 and 7.6.1 do not apply to temporary employees.

25 **M.4 Polygraph** - Employees under this Appendix are subject to pre-hire polygraph testing  
26 pursuant to RCW 49.44.120.

27 **M.5 Uniforms** - The parties agree to convene a Labor-Management Committee meeting as  
28 soon as feasible after ratification of the Agreement, for the purpose of discussing an annual uniform

1 allowance. The County agrees to maintain its current practice regarding uniforms until the parties  
2 agree on an alternative.

3 **M.6 Re-opener for evening shift** - The County agrees to notify the Union and negotiate the  
4 effects if evening or night shifts are established during the term of this Agreement.

5 **M.7 Parking** - The County agrees to maintain the current practice of providing a parking  
6 space for the lead worker and an additional pass to be assigned by management based on work  
7 requirements. Employees may request validation of a parking receipt for the downtown County  
8 garage. Such requests may be granted on a case by case basis if the Building Services manager or  
9 designee determines it is in the County's interest to pay for an employee's parking.

10 **M.8** The County agrees to pay the actual cost to acquire and maintain any certificates  
11 required by the County, including training costs. Required job-related training will be on paid time  
12 and at County expense.

1 APPENDIX N

2 International Brotherhood of Teamsters Local No. 117

3  
4 Union Code(s): 0117S

5  
6 **APPENDIX N: International Brotherhood of Teamsters Local No. 117**

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

| Classification Number  | Classification Title        | Pay Range | Steps       |
|--|-----------------------------|-----------|-------------|
| 5220100  | Security Officer            | 36        | 1-2-3-4-5 * |
| 5220500  | Security Officer - Dispatch | 38        | 1-2-3-4-5 * |
| 5220400  | Security Sergeant           | 41        | 1-2-3-4-5 * |
| * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule |                             |           |             |

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16 **N.1 Temporary Employees** - A temporary employee will be hired at Step 3, and shall  
17 advance to Step 4 after two thousand eighty (2080) straight time hours worked in a position covered  
18 by this Appendix. Subsequently, the employee shall advance to the next higher step after two  
19 thousand eighty (2080) straight time hours worked.

20 **N.2 Filling of Vacant Shifts and Vacant Schedules by Full-time Regular Employees** -  
21 Full-time regular employees may bid for available vacant regular established schedules by  
22 classification seniority with the most senior full-time employee having first choice for the schedule  
23 available for regular full-time employees. Article 6 does not apply to employees covered by this  
24 Appendix. In addition, if a part-time position becomes and/or remains vacant after the procedure  
25 defined in Section N.2.1 is complete, the full-time regular employees shall be allowed to bid for the  
26 vacancy by classification seniority.

27 **N.2.1 Filling of Vacant Schedules and Vacant Shifts by Part-time Regular**  
28 **Employees** - Part-time regular employees may bid for available regular established schedules by

1 classification seniority with the most senior part-time employee having first choice for schedules  
2 available for regular part-time employees. In addition, part-time regular employees may submit  
3 requests for open shifts each month in writing to the Security Chief/designee. The request must be  
4 submitted by the tenth (10th) day of each month for the next month's open work. If a full-time  
5 position becomes and/or remains vacant after the procedure set forth in N.2 is complete, the part-time  
6 regular employees shall be allowed to bid for the vacancy by classification seniority.

7 **N.2.2 Bidding - Minimum Qualifications/Job Performance -** Employees bidding  
8 for a new established schedule must be qualified, as determined by the County, or his/her bid will be  
9 denied. The County has the right to remove an employee from the schedule if it determines the  
10 employee has a performance problem. Notices of available regular established schedules will be  
11 posted for ten (10) consecutive days. Copies of the work schedule will be available for employees  
12 and they are responsible for knowing their assignments.

13 **N.2.3 Change in Schedule -** If a regular employee is removed from his/her schedule  
14 with less than seven (7) days notice, all hours worked for the first shift of the new work schedule will  
15 be at the overtime rate of pay; except, if the removal is due to a performance problem. The seven (7)  
16 days notice shall not be required if the schedule change results from a successful bid into a vacant  
17 schedule.

18 **N.2.4 Shift Trades -** Regular employees may trade shifts with the approval of the  
19 Security Chief/designee. Requests for changing shifts must be submitted in writing at least seven (7)  
20 days prior to the change. In no case will the trading of a shift result in the payment of overtime wages  
21 for anyone involved in the trade.

22 **N.2.5 Special Shift -** A regular employee who is scheduled to work a "special shift,"  
23 as determined by the Security Chief/designee, will receive four (4) hours of straight-time wages if  
24 such "special shift" is cancelled with less than twenty-four (24) hours advance notice. Such payment  
25 shall not be used for the purpose of calculating the compensable hours for overtime payment.

26 **N.2.6 Call-Out -** When a full-time regular or part-time regular employee is directed to  
27 return to work after the end of the employee's previous shift, the provisions of Sections 7.6 and 7.6.1  
28 shall apply (Modifies Sections 7.6 and 7.6.1).

1           **N.3 Temporary Employee Schedule Requests** - Temporary employees will submit their  
2 requests for shifts in writing to the Security Chief/designee. The request must be submitted by the  
3 tenth (10th) day of each month for the next month's available open work. Regardless of the requests  
4 submitted by temporary employees, the County reserves the right to assign temporary employees to  
5 meet its staffing needs at anytime of its choosing. Copies of the work schedule will be available for  
6 employees and they are responsible for knowing their assignments. (Sections 7.6 and 7.6.1 do not  
7 apply to temporary employees covered by this Appendix.)

8           **N.4 Schedules** are defined as two (2) or more combined shifts that are established by the  
9 County and are intended to be on-going. A shift is defined as a single block of work during a 24 hour  
10 period.

11           **N.5 Layoff** - Prior to any layoff of a regular employee, temporary employees will be  
12 separated first. In the event of a lay-off, part-time regular employees will be laid-off before full-time  
13 regular employees. (Modifies, Section 13.7)

14           **N.5.1** Except as otherwise provided herein, seniority definitions and all other  
15 provisions under Article 13 will apply to employees covered by this Appendix.

16           **N.5.2** If two employees have the same classification seniority, the employee with the  
17 most County seniority will be considered the most senior.

18           **N.6** The County agrees to pay the actual cost to acquire and maintain any certificates required  
19 by the County, including training costs. Required job-related training will be on paid time and at  
20 County expense.

21           **N.7** If an employee who is not on standby accepts a work-related telephone call, and as a  
22 result performs a minimum of eight (8) minutes of work, the employee will be paid for fifteen (15)  
23 minutes at the overtime rate, or for the actual work time, whichever is greater. If the employee  
24 returns to work as a result of the call, the provisions of 7.6 and 7.6.1 will apply. The County may  
25 request documentation of the timing and nature of the telephone call. It is understood that employees  
26 who are not on call are not required to be available to respond to work-related calls during their off-  
27 duty time.

28           **N.8** If the County establishes a new classification within the Security Officer classification

1 series, the County agrees to recognize the Union as the exclusive bargaining representative for the  
2 new classification, provide the Union with copies of the new class specification, and re-open  
3 negotiations to establish the appropriate pay range.

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16410

Attachment B

**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND  
JOINT CRAFTS COUNCIL  
(Representing Construction Crafts Employees)  
January 1, 2009 – January 31, 2010**

**Subject: Extension of 2006 – 2008 Collective Bargaining Agreements; continuation of negotiations**

The parties, King County (the county) and the Joint Crafts Council (the unions) agree as follows:

1. Except as provided in this Agreement, all terms and conditions of the 2006 – 2008 Collective Bargaining Agreement between the parties will remain in effect for the period January 1, 2009 through January 31, 2010.
2. Effective January 1, 2009, all pay rates in effect on December 31, 2008, will be increased by ninety (90) percent CPI-W, U.S. All Cities based on September to September figures of the prior year; provided, however, said percentage increase will not be less than two (2) percent nor will it exceed six (6) percent.
3. Effective January 1, 2010, all pay rates in effect on December 31, 2009, will be increased by ninety (90) percent CPI-W, U.S. All Cities based on September to September figures of the prior year; provided, however, said percentage increase will not be less than two (2) percent nor will it exceed six (6) percent.
4. The provisions contained in Article 6, Section 6.5 Unanticipated/Work Schedule and/or Shift Change and Section 6.6 Alert Status, including sub-sections, has been deleted from the main collective bargaining agreement, and incorporated without modification into Appendices B and E.
5. The parties agree to initiate negotiations no later than January 31, 2009, for a successor agreement for a term beginning February 1, 2010.

6. The parties acknowledge that subjects pending in the current collective bargaining agreement will continue to be subject to the 2009 negotiations, including classification reviews of Bridge Tender, Operating Engineer, and Utility Worker II, in addition to any other matters proposed by either party.

7. The terms and conditions set forth in the Memorandum of Agreement by and between King County and the King County Coalition of Unions Addressing the 2009 Budget Crisis (MOA re: 2009 Budget Crisis Furloughs), are incorporated herein and made a part of this Agreement by this reference.

8. This Agreement will be in effect when ratified by the parties, and remain in effect until a successor agreement is executed, unless modified by mutual agreement.

APPROVED this 4th day of March, 2009

By: Kurt Spletter  
King County Executive

JOINT CRAFTS COUNCIL

By: G L Slaughter  
Gregory L. Slaughter  
Co-Chairman

Date: 2/9/09

By: Jeff Miller Date: 1/30/09  
Pacific Northwest Regional Council of Carpenters

By: Ken Howell Date: 2/9/09  
International Association of Machinists & Aerospace Workers District No. 160,  
Local No. 289

By: Paul Johnson Date: 1/30/09  
International Brotherhood of Boilermakers, Iron Ship Builders,  
Blacksmiths, Forgers and Helpers Lodge No. 104

By: Janet Lewis Date: 1/30/09  
International Brotherhood of Electrical Workers Local No. 46

By: Sammy Jr Date: 2/9/09  
International Brotherhood of Teamsters Local No. 117

By: Jim Mears Date: 1/30/09  
International Brotherhood of Painters & Allied Trades District Council No. 5

By: Steven B. Manna Date: \_\_\_\_\_  
United Association of Plumbers & Pipefitters Local No. 32

By: Mfal Date: 1-30-09  
UNITEHERE! Local No. 8

By: T Date: 1-30-09  
International Union of Operating Engineers Local No. 286

By: John Mustajal Date: 1-30-09  
Public Service and Industrial Employees Local No. 1239

16410

Attachment C

MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY  
AND  
JOINT CRAFTS COUNCIL

Subject: Boot Allowance

The following provisions apply to employees Represented by Teamsters Local 117 (Appendix E and Appendix K) and Machinists and Aerospace Workers Local 289 (Appendix B):

- 1. The County shall identify those Department of Transportation, Department of Public Health and Department of Executive Services staff who are in positions requiring protective or substantial footwear to perform safely their essential job functions.
- 2. All staff who are identified shall receive an annual payment of ninety dollars (\$90) to be used to purchase the required footwear. The payment shall be made in the second paycheck of July to employees who are employed on July 15 of that year.
- 3. The allowance will be subject to regular tax withholdings as may be required under federal and state law.
- 4. Staff will be responsible to purchase the footwear and may be subject to discipline for failing to wear this required safety equipment.

APPROVED this 9th day of March, 2009

By: [Signature]  
for King County Executive

JOINT CRAFTS COUNCIL

By: [Signature]  
Gregory L. Slaughter  
Co-Chairman

16410

Attachment D

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
KING COUNTY  
AND  
JOINT CRAFTS COUNCIL  
(REPRESENTING CONSTRUCTION CRAFTS EMPLOYEES)

**Subject: Protective or Other Specialized Footwear Reimbursement**

The following provisions apply to full time regular employees who are regularly assigned to the Solid Waste Division of the Department of Natural Resources and Parks:

1. The parties agree that a Footwear Allowance is appropriate to effectuate safety in the workplace.
2. Effective upon the first full pay period after adoption as an ordinance by the King County Council of the collective bargaining agreement, the County shall pay up to seventy-five dollars (\$75.00) per contract (referring to the Agreement) year to eligible employees.
3. An eligible employee is a full time regular employee whose regular duties require, Occupational Foot Protection, protective or other specialized footwear, pursuant to Washington State regulations.
4. Requests for reimbursement shall be accompanied by receipt evidencing repair or replacement of footwear. Such requests shall be submitted to the employee's immediate supervisor or such person as the Director of the Solid Waste Division shall designate.
5. An employee whose requests for reimbursement in one calendar year do not exhaust the seventy-five dollars (\$75.00) allowance may carry the remainder over into the next calendar year. Reimbursement shall be on a First In - First Out (FIFO) basis, such that the allowed requests for reimbursement shall first be paid from any "carried over" remainder and then from the current year's allowance.

APPROVED this 4<sup>th</sup> day of March, 2009

By: *Kurt Suptell*  
King County Executive

JOINT CRAFTS COUNCIL

By: *GL Slaughter*  
Gregory L. Slaughter  
Co-Chairman