**Zahilay** moved Amendment 2. The motion carried.

August 23, 2022 Replaces Appendix 350 Joint Crafts Council, Construction Crafts 2

[M. Bailey]

Sponsor:

: Balducci

Proposed No.: 2022-0311

## 1 AMENDMENT TO PROPOSED ORDINANCE 2022-0311, VERSION 1

- 2 Strike Attachment A, King County and King County Coalition of Unions Coalition Labor
- 3 Agreement, Appendix 350 Agreement between King County and Joint Crafts Council,
- 4 Construction Crafts and insert Attachment A, King County and King County Coalition of
- 5 Unions Coalition Labor Agreement, Appendix 350 Agreement between King County and
- 6 Joint Crafts Council, Construction Crafts dated August 23, 2022.
- 7 EFFECT prepared by M. Bailey: The amendment would replace the agreement
- 8 between King County and the Joint Crafts Council, Construction Crafts representing
- 9 employees in the Department of Executive Services, Department of Local Services,
- 10 Department of Natural Resources and Parks and the Department of Public Health with
- 11 *a new version. The updated version adds a signature.*

# DATED AUGUST 23, 2022

1		Coalition Labor Agreement (CLA) - Appendix for 350 Agreement Between King County And
2		Joint Crafts Council, Construction Crafts
3		
4	ARTICLE 1:	PURPOSE AND APPLICATION OF COALITION LABOR AGREEMENT. 1
5	ARTICLE 2:	UNION RECOGNITION AND INDEMNIFICATION1
6	ARTICLE 3:	MANAGEMENT RIGHTS
7	ARTICLE 4:	CLASSIFICATIONS AND RATES OF PAY
8	ARTICLE 5:	HOURS OF WORK
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13	ARTICLE 10:	SENIORITY - LAYOFF AND RECALL
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15	ARTICLE 12:	WORK STOPPAGES AND EMPLOYER PROTECTION16
16	ARTICLE 13:	REOPENER17
17	Addendum A:	Pacific Northwest Regional Council of Carpenters
18	Addendum B:	International Association of Machinists and Aerospace
19		Workers Local 289
20	Addendum C:	International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,
21		Forgers and Helpers Lodge No. 104
22	Addendum D:	International Brotherhood of Electrical Workers Local 46
23	Addendum E:	International Union of Painters and Allied Trades District Council 5
24	Addendum F:	United Association of Plumbers and Pipefitters Local 32
25	Addendum G:	International Union of Operating Engineers Local 286
26	Addendum H:	Laborers' International Union of North America Local 24243
27		
28		

Joint Crafts Council – Construction Crafts January 1, 2021 through December 31, 2024 ACC 22 NTY COUNCIL GREEN FOLDER AUGUST 23, 2022 88 DocuSign Envelope ID: 99F4407E-33AF-4091-8CF9-2C3CA47CD8F8

1	These articles constitute an agreement, the terms of which have been negotiated in good faith				
2	between King County (County) and the Joint Crafts Council (Union), whose represented employee				
3	classifications are listed in Addenda A-H. This agreement shall be subject to approval by ordinance				
4	by the Metropolitan County Council (Council) of King County, Washington.				
5	ARTICLE 1: PURPOSE AND APPLICATION OF THE COALITION LABOR				
6	AGREEMENT				
7	The purpose of this Appendix is to promote the continued improvement of the relationship				
8	between the County and its employees through their Union. The Articles of this Appendix, in				
9	addition to those Articles in the Coalition Labor Agreement (CLA), set forth the wages, hours, and				
10	working conditions for the bargaining unit employees.				
11	<b>1.1</b> The CLA shall apply to the individual bargaining unit's employees as follows:				
12	<b>1.1.1</b> The Preamble in its entirety.				
13	<b>1.1.2</b> All Superseding and non-superseding provisions, unless otherwise noted in				
14	Section 1.2 below or in the CLA.				
15	<b>1.2</b> The following non-superseding articles do not apply to this bargaining unit (e.g.):				
16	1.2.1 Article 43 "After Hours Support"				
17	ARTICLE 2: UNION RECOGNITION AND INDEMNIFICATION				
18	<b>2.1</b> <u><b>Recognition</b></u> - The County recognizes the Union as the exclusive bargaining				
19	representative of all regular, probationary, term-limited temporary and temporary employees whose				
20	job classifications are in the work units listed in the attached Addenda.				
21	<b>2.2</b> <u>Indemnification</u> - The Union will indemnify and hold the County harmless against any				
22	claims made and against any suit instituted against the County on account of any check-off of dues				
23	and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in				
24	error upon presentation of proper evidence thereof.				
25					
26					
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### ARTICLE 3: MANAGEMENT RIGHTS

3.1 <u>General</u> - The Union recognizes the prerogatives of the County to operate and manage its
affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
terms and conditions of this Appendix.

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

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#### ARTICLE 4: CLASSIFICATIONS AND RATES OF PAY

4.1 <u>Wage Rates</u> - The classifications of employees covered by this Appendix and the
corresponding rates of pay are set forth within Addenda "A" through "H" which are attached hereto
and made a part of this Appendix.

17 **4.2 Step Advancement** - A regular employee may be hired at Step 1 of the wage range 18 provided under the addendum covering the classification or above Step 1 as provided under the 19 County's Personnel Guidelines. Upon successful completion of the probationary period for the initial 20 hire into the classification, the employee will move from the initial Step hired to the next wage Step 21 in the wage range, if hired at Step 1. If the employee is hired above Step 1, moving to the next Step 22 is at the hiring authority's discretion within the first year after hire. Step increases thereafter will be 23 annually, on the date of the first Step movement after the initial hire into the classification until the 24 top Step is reached. An employee working less than full-time will receive Step increases prorated based on the full-time work schedule of the work unit. 25

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1 **4.2.1.** Employees whose classifications are in the Facilities Management Division 2 (FMD) and who start at the first Step, shall advance to the next step on the January 1 following 3 successful completion of probation, provided the employee had successfully completed probation on or before September 30<sup>th</sup>. Advancement to the next step on the January 1 following successful 4 5 completion of probation is at FMD management's discretion if the employee is hired above the first 6 Step. Step increases thereafter will be annually, on the date of the first Step movement after the 7 initial hire into the FMD classification until the top Step is reached. An FMD employee working less 8 than full-time will receive Step increases prorated based on the full-time work schedule of the work 9 unit.

4.3 <u>Step on Promotion</u> - A regular employee who is promoted from one classification to a
higher paying classification will be placed into the pay Step providing at least a five (5) percent
increase in their base hourly rate of pay not to exceed the top pay Step of the higher paying
classification.

4.4 <u>Short-term Temporary Employee Benefits</u> - Temporary employees are not entitled to
medical, dental, or comprehensive leave benefits. However, a temporary employee may be eligible
for participation in the Union's Health and Welfare Trust as provided under the addendum, where
applicable. The temporary employee may also be eligible to receive other compensation provided
under King County Code, as amended, in the event the employee exceeds the rolling year working
hours threshold. If the Affordable Care Act grants temporary employees additional benefits beyond
which they are currently entitled, the County will abide by the new law.

21 4.5 <u>Temporary/Regular Positions</u> - Temporary employees will not be used to supplant
22 regular positions.

4.6 <u>General Wage Increase (GWI)</u> - General Wage Increase (GWI) adjustments will be in
accordance with the CLA.

4.7 Lead Assignment - An employee may be temporarily assigned in writing by the
manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)

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percent above their base hourly rate of pay. In the event that the employee works as a lead in excess
 of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This provision
 will be superseded by lead level classifications in the attached addenda, if such classifications have a
 higher wage rate than the employee's base hourly rate of pay.

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# ARTICLE 5: HOURS OF WORK

6 5.1 <u>Standard Five-Eight (5-8) Work Schedule</u> - The standard work schedule will consist of
7 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and
8 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

9 5.1.1 Four-Ten (4-10) Work Schedule - There may be established a work schedule
10 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive
11 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)
12 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or
13 a Sunday.

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**5.1.2** <u>Additional Work Schedules</u> - By mutual agreement, additional work schedules may be established for each Appendix.

16 5.2 <u>First Shift</u> The pay rate for an employee assigned to work on a shift beginning between
17 the hours of 5:00 A.M. and 11:59 A.M. will be considered to be the employee's base hourly rate of
18 pay on first shift.

19 5.2.1 <u>Second Shift</u> - An employee assigned to work on a shift beginning between the
20 hours of 12:00 P.M. and 8:59 P.M. will be paid a shift premium of ten (10) percent of the employee's
21 base hourly rate of pay. An employee who is regularly assigned to the second shift will have all
22 compensable time paid at the higher rate of pay.

23 5.2.2 <u>Third Shift</u> - An employee assigned to work on a shift beginning between the
24 hours of 9:00 P.M. and 4:59 A.M. will be paid a shift premium of fifteen (15) percent. An employee
25 who is regularly assigned to the third shift will have all compensable time paid at the higher rate of
26 pay.

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

4 5.3 Bid Postings - Except in situations where the shift or schedule was established pursuant 5 to the Alternative Work Arrangement Policy, all newly established or changed regular work 6 schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted 7 on work site bulletin boards. Employees within the specific classification in the affected work unit 8 will have the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent 9 adequate interest, the County may assign employees within the classification in the affected work unit 10 to the remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to 11 work schedules or shifts will normally require a fourteen (14) calendar days notice to affected 12 employees. Work units are defined in each Addendum.

**5.3.1** <u>Altering of Work Schedule</u> - No employee will have their work schedule
altered for the purpose of avoiding the payment of overtime except when an employee bids for such
change as provided in Section 5.3. No employee will be required to work on their scheduled day off
in lieu of the employee's scheduled workday. An employee will not receive overtime pay for
working on Saturday and/or Sunday if the day(s) are part of their regular work schedule.

18 5.4 <u>Temporary Work Schedule and/or Shift Change</u> - The manager/designee may
19 temporarily change an employee's work schedule and/or shift for planned projects, for training and
20 for covering a shift due to an absence or vacancy. Such change will normally require at least fourteen
21 (14) calendar days notice to the employee, except when the County has less than fourteen (14)
22 calendar days notice and the change is made to cover an absence or vacancy.

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# ARTICLE 6: CONTRACTUAL OVERTIME AND PREMIUMS

6.1 <u>Contractual Daily Overtime</u> – Contractual daily overtime shall be paid to employees
who work more than their regularly scheduled workday, inclusive of alternative work schedules, at
the contractual overtime rate at the time the overtime work is performed.

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6.1.1 <u>Contractual Weekly Overtime</u> – Contractual Weekly overtime shall be paid to
 employees for all hours worked in excess of forty (40) hours per FLSA workweek at the contractual
 overtime rate in effect at the time the overtime work is performed.

6.1.2 <u>Contractual Overtime Rate</u> – The contractual overtime rate for each overtime
hours worked shall be one and one-half times the combined amount of the employee's hourly base
rate of pay, as specified in the Addendum wage table, plus any applicable pay premiums in effect at
the time the overtime is worked that are contractually required to be included when calculating the
contractual overtime rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for
any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

10 6.2 <u>Overtime Authorization</u> - All overtime will be authorized in advance by the
11 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
12 considered overtime when it is a regularly scheduled workday for the employee.

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

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

1 6.5 Compensatory Time Off - Compensatory time off will be by written mutual agreement 2 between the employee and the manager/designee. The request to earn compensatory time off must be 3 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with 4 the Personnel Guidelines. Compensatory time off will be earned under the same conditions as 5 overtime in accordance with Section 6.1. Compensatory time must be used during the calendar year 6 in which it is accrued unless this is not feasible due to work demands. The employee may then 7 request, and the department director may approve, the carryover of a maximum of 40 hours of 8 accrued compensatory time. Employees will be paid in the pay period that includes December 31 for 9 all accrued compensatory time not carried over into the following year. Unless otherwise specified in 10 the bargaining unit's attached Addendum, compensatory hours that have been carried over must be 11 used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31. 12

6.6 <u>Callout Premium</u> - A minimum of four (4) hours at the overtime rate will be paid for
each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at
the overtime rate.

6.6.1 <u>Callout</u> - A "callout" will be defined as a circumstance where an employee has
left the work premises and is subsequently required to report back to work prior to their normally
scheduled shift. An employee who is called out before the commencement of their regular shift will
be compensated in accordance with the provisions of Section 6.6; provided, however, in the event the
employee is called back to work within four (4) hours of their regular shift, the employee will be
compensated at the overtime rate for only the hours immediately preceding the start of their regular
shift.

6.6.2 Technical Call-out: - In the event an employee is called by either the Employer
or an authorized representative of the Employer to work on a resolution for an after-hours emergency
utilizing their expertise to attempt to resolve a problem (whether by phone or other electronic means,
not on site) shall be paid a minimum of one (1) hour of work or for the hours actually worked,

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whichever is greater at the overtime rate. It is understood by the parties that multiple phone calls
 within the work day are not compensable at the minimum one (1) hour rate. In the event the
 employee is required to report to the worksite, then the Technical Call-out shall be converted to a
 Call-out, pursuant to Section 6.6.1, with a start time matching the initial call.

6.7 <u>Emergency Work Premium</u> - Emergency work other than the normal scheduled shift or
special schedule and/or shift not enumerated in Articles 5 or 6 will be credited as such and will be
compensated as overtime. In the event this overtime work is accomplished prior to the normal
working hours and the employee subsequently works their regular shift, the regular shift will be
compensated at the employee's base, hourly rate of pay. This provision shall not apply to Roads or
Fleet Services employees.

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

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# ARTICLE 7: HOLIDAY PREMIUM PAY

19 7.1 Holiday <u>Premium Pay</u> - Work performed by a comprehensive leave-eligible employee
20 on a holiday shall be paid at the contractual overtime rate, in addition to the holiday pay.

7.2 <u>Holidays for 4-10 Employees</u> - A full-time comprehensive leave eligible employee on a
4-10 work schedule may have two (2) hours of their accrued vacation leave or compensatory time
applied in order to be compensated ten (10) hours for each holiday identified within Article 10 of the
CLA. As an alternative, employees working a 4-10 work schedule may have their schedule changed
by the County to a 5-8 work schedule during weeks which have a holiday.

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1 **ARTICLE 8: VACATION ELIGIBILITY AND SCHEDULING** 2 **8.1** Regular, probationary, provisional and term-limited temporary employees (herein 3 referred to as: "comprehensive leave eligible employees") will accrue vacation leave benefits as 4 described in and further qualified by CLA Articles 9 and 32. 5 **8.1.1 Part-time Employees** - Comprehensive leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set 6 7 forth in CLA Article 32, prorated to reflect their normally scheduled work week. 8 8.2 <u>Payout Under VEBA</u> - Except as modified by a VEBA agreement, a comprehensive 9 leave eligible employee will be paid for accrued vacation leave to their date of separation in accordance with CLA Article 32. 10 11 8.3 <u>Partial Day Increments</u> - Vacation leave may be used in one-quarter (1/4) hour 12 increments at the discretion of the manager/designee. 13 8.4 Vacation Scheduling - The manager/designee will be responsible for scheduling the 14 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the 15 employees while maintaining the efficient functioning of the work unit. 16 8.5 Notification While on Paid Vacation or Compensatory Time Off - If a comprehensive 17 leave eligible employee is injured or becomes ill while on paid vacation or compensatory time off, in 18 order to receive sick leave for that time, the employee must notify the manager/designee on the first 19 day of the injury or illness, either by telephone, email, text message, fax, or by letter postmarked the 20 first day of the injury or illness. However, if it is physically impossible to give the required notice on 21 the first day, notice must be sent as soon as possible and must be accompanied by an acceptable 22 showing of reasons for the delay. A doctor's statement or other acceptable proof of the injury or 23 illness, while on vacation or compensatory time off must be presented regardless of the number of 24 days involved. 8.6 Term-Limited Temporary Employees - A term-limited temporary employee who, 25 26 contiguous with their term-limited temporary employment becomes a regular employee shall have Joint Crafts Council – Construction Crafts 27 January 1, 2021 through December 31, 2024 350CLAC0122

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their accrued vacation leave accruals carry over with such regular appointment and the accrual rate
 will be determined based on their date of hire in the term-limited temporary position.

ARTICLE 9: SICK LEAVE – See CLA Article 11, CLA Article 31, and the following

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

9.2 Unpaid Leave - See also CLA Article 11, CLA Article 31, and following

8 9.2.1 <u>Temporary Transfer</u> - If an employee requests intermittent leave or leave on a
9 reduced leave schedule, under CLA Article 31.7, that is foreseeable based on planned medical
10 treatment, the manager/designee may require the employee to transfer temporarily to an available
11 alternative position for which the employee is qualified and that has equivalent pay and benefits and
12 that better accommodates recurring periods of leave than the regular position of the employee.

9.2.2 <u>Return to Work from Unpaid Leave</u> - An employee who returns from unpaid
family or medical leave within the time provided in CLA Article 11 is entitled, subject to layoff
provisions, to the same seniority accrued before the date on which the leave commenced.

16 9.3 <u>Term-Limited Temporary Employees</u> - A term-limited temporary employee who,
 17 contiguous with their term-limited temporary employment becomes a regular employee shall have
 18 their accrued sick leave accruals carried over with the regular appointment.

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- **ARTICLE 10: SENIORITY LAYOFF AND RECALL**
- 20 10.1 <u>Seniority Rights</u> Regular employees will be afforded the right to utilize their seniority
  21 as hereinafter defined for the purposes specifically provided for within this Appendix.

10.2 <u>Probation</u> - An employee will be recognized as having attained seniority and regular
employee status when such employee has successfully completed a probation period equivalent of six
(6) months worked in a career service position based on a full-time work schedule in a classification
covered by this Appendix. Probation is also served when an employee is recalled from layoff,
transfers or is rehired, demoted or promoted. The probation period may be extended by the

manager/designee not to exceed a total of twelve (12) months worked. The County will notify the
 Union of a probation extension. Upon successful completion of the probation period, the employee
 will be assigned a classification seniority date which will be the date when the employee first
 commenced their probation for that classification. An employee working less than a full-time work
 schedule will have their probation prorated based on the full-time work schedule for the work unit.

6 10.2.1 An employee who is recalled from layoff within two (2) years, or is rehired
7 within one (1) year will have their classification seniority restored upon successful completion of
8 probation.

9 10.2.2 The movement of an active, career service employee to a different work unit,
10 work crew, or work site within the same division will not be considered a transfer that requires a
11 probation period, if the employee continues in the same job classification with substantially the same
12 duties.

13

**10.2.3 Resumption of Probationary Period Upon Recall From Layoff** - In the

event a regular employee is laid off during their probation period and is subsequently recalled to their
classification within ninety (90) calendar days from the date of layoff, the employee will be credited
with all days previously worked for purposes of satisfying their probation period and establishing the
resultant classification seniority date.

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**10.3** <u>Seniority Accrual While on Leave Due to Illness or Injury</u> - An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to eighteen (18) workweeks of the qualified unpaid leave period.

24 10.3.1 <u>Seniority Accrual While on Leave Without Pay</u> - An employee on an
25 approved unpaid leave of absence in excess of thirty (30) calendar days will not accumulate seniority
26 credits during such absence except as provided under Section 10.3.

10.4 <u>Promotion and Transfer</u> - When a regular employee is promoted or transferred out of
 the bargaining unit and is no longer covered under this Appendix, and returns to the bargaining unit
 within twelve (12) months of the promotion or transfer, the employee will resume the seniority which
 the employee had on the date of the promotion or transfer.

A regular employee who is promoted or transferred to another King County position and does
not complete the probationary period may elect to return to the former position within six (6) months
if the former position is vacant and available. If the position is not available, and as a result the
employee separates from County service, the employee will be entitled to recall rights to the former
classification in accordance with Section 10.9, as if the employee had been laid off on the date of
separation.

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#### 10.5 Seniority will be defined as follows:

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

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

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

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

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

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10.6 <u>Forfeiture of Seniority</u> - Seniority rights will be forfeited for any of the following

**26** || causes:

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• Discharge for just cause.

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- Promotion or transfer outside of the bargaining unit for one (1) or more years.
- Layoff for more than two (2) years.

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

8 10.7 <u>Reduction in Work Force Procedure</u> - In the event of a reduction-in-force, the County 9 will layoff the regular employee in the classification affected who has the least Classification 10 Seniority within their division. Prior to any layoff, all term-limited temporary, provisional, 11 temporary and probationary employees in the classification within the affected division of the 12 department will be separated first. Where two (2) or more regular employees have the same 13 Classification Seniority, the more senior employee will be the one who has the most seniority by 14 applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining 15 Unit, 4) County, 5) total number of compensated hours, 6) a random method by mutual agreement.

16 10.8 Bumping Rights - A regular employee who becomes displaced due to a reduction-in-17 force will be permitted to use their Classification Seniority to displace or "bump out" the least senior 18 regular employee occupying the same classification. The employee will also be permitted to use their 19 bargaining unit seniority to displace or "bump out" the least senior regular employee occupying a 20 classification within which the bumping regular employee had previously attained seniority status. 21 Employees who exercise their "bumping" rights under this section shall not be required to serve a 22 probationary period in the new position. Regular employees in the Parks Division who were in a 23 classification covered by this Appendix prior to January 1, 1992 will accrue seniority as of January 1, 24 1992 for purposes of being able to exercise their bumping rights as provided under this Article.

# 25 10.8.1 <u>Displaced Employees</u> - A regular employee who becomes displaced due to 26 another regular employee's exercise of Section 10.8, will also be afforded the right to displace or

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"bump out" the least senior regular employee in their classification in a similar manner.

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

# 8 ARTICLE 11: MISCELLANEOUS

9 11.1 <u>Seniority Lists</u> - The County will transmit to the Union upon request, but not more than
10 twice per year, a list of all employees in the bargaining unit. Such list will indicate the name of the
11 employee, job classification, classification seniority date and work unit.

12 11.2 <u>Road and River Improvement Employees</u> - All County Road and River Improvement
13 employees will be allowed pay from time of reporting to a designated headquarters and will end
14 when the employee returns from the field to such headquarters.

15 11.3 <u>Rain Gear</u> - The County will provide rain gear for all employees working in inclement
16 weather as needed.

17 11.4 <u>King County Labor-Management Committee(s)</u> - The County and the Union
18 recognizes the importance of a collective bargaining and employee relations climate in the County
19 that encourages cooperative efforts and joint problem-solving amongst all involved parties to better
20 serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit,
21 train and retain quality employees. In the interest of meeting these challenges, the County and the
22 Union agrees to establish labor-management committee(s) where mutually agreed.

- 23
- 24 11.5 <u>Biweekly Payroll</u> The parties agree the County has the right to implement a common
  25 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work
  26 weeks. The parties agree that applicable provisions of this Appendix may be re-opened at any time

during the life of this agreement by the County for the purpose of negotiating these standardized pay
 practices, to the extent required by law.

11.6 <u>Shop Stewards</u> - Shop stewards may conduct representational responsibilities including
but not limited to grievance investigations, attending grievances, attending labor management
meetings, official contract negotiations (number of employees to be determined at the bargaining
teams at the onset of negotiations) Weingarten and Loudermill meetings during their regular
scheduled shift, without a loss of regular compensation, if excused from work by the employee's
manager/designee.

9 11.7 <u>Safety</u> - The County, Union and employees agree to comply with all applicable safety
10 laws and regulations. In the event an employee discovers or identifies an unsafe condition the
employee will immediately notify the manager/designee. No employee will be disciplined for
reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an
unsafe environment.

14 11.8 <u>Apprenticeship Utilization</u> - By mutual agreement, the County and the Union agrees to
15 enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice
16 hiring within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring
17 will conform to the individual Apprenticeship Standards.

18 11.9 Filling of Vacant Positions – See also CLA Article 18 - Prior to the initiation of any 19 open competitive process to fill a vacant bargaining unit position, the County will provide notice of 20 the vacancy to all regular employees within the classification within the bargaining unit. Any regular 21 employee in the bargaining unit holding a position within the same classification as that of the vacant 22 position will be given the opportunity to apply for the position. The appointment will be made to the 23 applicant who the County determines has the knowledge, skills and ability to fill the position. Where 24 the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis 25 of classification seniority. This provision is not applicable to employees who hold a different 26 employment status (i.e., part-time and full-time) than that of the vacant position in the classification.

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<sup>27</sup> Joint Crafts Council – Construction Crafts January 1, 2021 through December 31, 2024 350CLAC0122 Page 15

1 11.10 Pension Trusts - The County agrees to re-open negotiations during the term of this 2 Appendix upon request by any signatory Union, solely for the purpose of negotiating procedures and 3 policies for employees covered by this Appendix to participate in a Union Pension Trust. The parties 4 understand and agree that the Union will conduct a membership vote to determine whether the 5 membership will participate in a Pension Trust, and that if a majority of members represented by one of the Unions signatory to this Appendix vote in favor of participation, all members must participate. 6 7 The parties further agree that participation in a Pension Trust shall not result in an increase of pay for 8 any employees covered by this Appendix.

9 **11.11 Camera Usage** – The County expressly agrees that any real time viewing is for 10 operational reasons and will not be used for surveillance of employees for the purpose of disciplinary 11 action. The County will not request copies of camera footage from IT for the purpose of disciplinary 12 action unless it has a documented good-faith reason to do so, based upon a reasonable suspicion an 13 employee has committed an offense that could result in discipline. The County agrees not to request 14 or view camera footage, without any other evidence, involving an employee who may have 15 committed a violation of some rule or policy which could result in disciplinary action (no fishing expeditions). The County agrees to comply with requests from the Union for camera footage where 16 17 discipline or the potential to issue discipline exists.

18 11.12 Footwear – See also CLA Article 42. Any unused portion of this allowance, not to
19 exceed \$200.00, can be carried over from one year to the next.

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- 21
- 22

#### ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION

12.1 <u>Work Stoppages</u> - The County, the Council, and the Unions agree that the public
interest requires efficient and uninterrupted performance of all County services and to this end pledge
their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
Unions will not cause or condone any work stoppage, including any strike, slowdown, or refusal to

perform any customarily assigned duties, sick leave absence which is not bona fide, or other 1 2 interference with County functions by employees under this Appendix and should same occur, the 3 involved Union will take appropriate steps to end such interference. Any concerted action by any 4 employee in any bargaining unit will be deemed a work stoppage if any of the afore-referenced 5 activities have occurred contrary to the provisions of this Appendix. Being absent without authorized leave will be considered as an automatic resignation. Such a resignation may be rescinded by the 6 7 department head if the employee presents satisfactory reasons for their absence within three (3) 8 calendar days of the date their automatic resignation became effective.

9 12.2 <u>Employer Protection</u> - Upon notification in writing by the County to the Union that
any of its represented employees are engaged in a work stoppage, the Union will immediately, in
writing, order such represented employees to immediately cease engaging such work stoppage and
provide the County with a copy of such order. In addition, if requested by the County, a responsible
official of the Union will publicly order such Union represented employees to cease engaging in such
work stoppage.

15 12.3 <u>Discipline</u> - Any employee participating in such work stoppage or in other ways
16 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
17 the County's work rules up to and including discharge, suspension, or other disciplinary action as
18 may be deemed applicable to such employee.

**ARTICLE 13: REOPENER** - Contract negotiations for the succeeding contract may be initiated by
either party by providing to the other written notice of its intention to do so at least sixty (60) days
prior to December 31, 2024.

27 Joint Crafts Council – Construction Crafts January 1, 2021 through December 31, 2024 350CLAC0122 Page 17

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1	For the Joint Crafts Council:		
1	DocuSigned by:		
2			
3	Jeff Thorson, Contracts Administrator		
4	Pacific Northwest Regional Council of Carpenters		
5	DocuSigned by:		
6	37BB407A7700403	_	
	Tommy Hunt, Business Representative		
7	International Association of Machinists and Aerospace Workers Local 289		
8	DocuSigned by:		
9	Robert Purves		
10	Robert Purves, Field Representative	-	
11	International Brotherhood of Boilermakers, Iron Ship		
	Builders, Blacksmiths, Forgers and Helpers Lodge No. 104		
12	DocuSigned by:		
13	Gillian Burlingham		
14	Gillian Burlingham, Public Sector Business	-	
15	Representative		
16	International Brotherhood of Electrical Workers Local 46		
	DocuSigned by:		
17	Toby Hoffman		
18	Toby Hoffman, Field Representative	-	
19	International Union of Painters and Allied Trades		
20	District Council 5		
21	DocuSigned by:		
22	Miks Kunksl		
	Mike Kunkel, Plumber Business Agent	-	
23	United Association of Plumbers and Pipefitters Local 32		
24	Local 52		
25			
26			
20 27	Joint Crafts Council – Construction Crafts		
	January 1, 2021 through December 31, 2024 350CLAC0122		
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1	
2	Thomas Shulton
3	Thomas Shelton, Business Representative
4	International Union of Operating Engineers
5	Local 286
6	DocuSigned by:
7	Latly Wilkens
	Kathy M. Wilkens, Business Agent Laborers' International Union of North America
8	Laborers' International Union of North America Local 242
9	
10	
11	
12	For King County:
13	$\int_{\Omega} DocuSigned by:$
14	Lacey O Connell C94CBED6540E400
15	Lacey O'Connell, Labor Relations Negotiator Senior Office of Labor Relations, Executive Office
16	
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26	Joint Crafts Council – Construction Crafts
27 28	January 1, 2021 through December 31, 2024 350CLAC0122 Page 19
	KING COUNTY COUNCIL GREEN FOLDER AUGUST 23, 2022

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	ADDENDUM A					
		Pacifi	c Northwest Regional Council	of Carpenters		
	This Al	<b>DDENDUM</b> mo	odifies the Appendix by adding t	to, modifying or supp	planting specif	
pı	rovision(s) th	erein.				
	Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps	
	8100100	811103	Carpenter I	50	1-2-3-4-5*	
	8100300	811203	Carpenter I - Lead	53	1-2-3-4-5*	
	8100200	811303	Carpenter II	54	1-2-3-4-5*	
	* These Star	as equate to Ster	$\sim$ 2.4.6.8.10 on the King Count	ty "Squared" Day Sci	hedule	
l	1	* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule				
	A.1 St	<b>eps</b> - An employ	vee who is hired into a regular p	osition and who has	successfully	
20			vee who is hired into a regular po hip program in the craft hired, or		•	
	ompleted a St	ate Apprentices	0 1	r who can supply do	cumentation of	
m	ompleted a St iinimum of fi	ate Apprentices	hip program in the craft hired, or	r who can supply doe ey level work perform	cumentation of	
m	ompleted a St iinimum of fi tep 6 and adv	ate Apprentices ve thousand two ance to Step 10	hip program in the craft hired, or hundred (5200) hours of journe	r who can supply doo ey level work perform bation.	cumentation of	
m S1	ompleted a St iinimum of fr tep 6 and adv A.2 Sh	ate Apprentices ve thousand two ance to Step 10 <b>oort-term Temp</b>	hip program in the craft hired, or hundred (5200) hours of journe on successful completion of pro	r who can supply doe ey level work perform bation. ry journey level empl	cumentation of nance, will sta loyee will be h	
m S1	ompleted a St inimum of fr tep 6 and adv A.2 Sh Step 3, or at	ate Apprentices ve thousand two ance to Step 10 <b>cort-term Temp</b> a higher step at	hip program in the craft hired, or hundred (5200) hours of journe on successful completion of pro <b>porary Employees</b> - A temporar	r who can supply do ey level work perform bation. ry journey level empl ition, the County wil	cumentation of nance, will sta loyee will be h l pay the full	
m St	ompleted a St inimum of fi- tep 6 and adv <b>A.2 Sh</b> Step 3, or at ourly contribu	ate Apprentices we thousand two ance to Step 10 <b>nort-term Temp</b> a higher step at ation rate into th	hip program in the craft hired, or o hundred (5200) hours of journe on successful completion of pro <b>porary Employees</b> - A temporar the County's discretion. In add e medical portion of the Carpen	r who can supply do ey level work perform bation. ry journey level empl ition, the County wil	cumentation of nance, will sta loyee will be h l pay the full	
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m S <sup>1</sup> at	ompleted a St inimum of fiv tep 6 and adv A.2 Sh Step 3, or at ourly contributehalf of the en A.3 To the tools neces	ate Apprentices we thousand two ance to Step 10 <b>nort-term Temp</b> a higher step at ation rate into the mployee for each <b>pols</b> - No employ sary to perform	hip program in the craft hired, or o hundred (5200) hours of journe on successful completion of pro <b>porary Employees</b> - A temporar the County's discretion. In add e medical portion of the Carpen h hour in pay status. yee will be required to furnish to	r who can supply doe ey level work perform bation. ry journey level empl ition, the County wil ter's Health and Wel ools for work. The C	cumentation of nance, will sta loyee will be h l pay the full fare Trust on	

1 || employees are regularly assigned to work.

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

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

12

# A.7 Assignment of Overtime - (A.7 applies only to the King County Roads Division

13 Carpenter Group.) Unscheduled overtime and non-project overtime will be offered first to the most 14 senior Carpenter and if declined to the next most senior Carpenter until the offer is accepted. Should 15 there be no Carpenter willing to accept the overtime assignment the least senior Carpenter will be 16 required to staff the overtime assignment. This overtime list ("wheel") methodology requires that 17 those carpenters that decline the overtime assignment fall to the bottom of the overtime wheel as the 18 cycle continues. This overtime wheel methodology will not be ordinarily utilized for scheduled 19 projects that incur overtime. It is the intent of the parties that carpenters working overtime on 20 scheduled projects remain on the project's overtime assignment whenever possible. Should a need 21 arise requiring the replacement of a carpenter on a project overtime assignment the County will 22 utilize the overtime wheel whenever practicable. Should the County determine that the utilization of 23 the overtime wheel to be impracticable for scheduling project overtime, it may at its discretion 24 directly assign the project overtime to a carpenter of its choosing.

25

26

A.8 Work Clothing – The County shall provide "double front" work pants to Carpenters.Furthermore, the parties agree to convene a Labor-Management Committee in affected Departments

as soon as feasible after the implementation of this Agreement for the purpose of discussing types of
 clothing most appropriate for the Carpenters in that particular work unit.

A.9 Western Washington Training Trust – The County and the Pacific Northwest Regional Council of Carpenters agree to continue discussions concerning contributions to the Western Washington Training Trust for Journeyman Carpenter Skill Enhancement training contingent upon the Training Trust's future decisions on how to create a process and the cost for public sector employer access. Furthermore, the parties agree to continue discussions concerning the application of the Western Washington Apprenticeship Training Program for the purpose of succession planning. Joint Crafts Council – Construction Crafts January 1, 2021 through December 31, 2024 350CLAC0122 Page 22 (ING COUNTY COUNCIL GREEN FOLDER AUGUST 23, 2022 

**CBA: 350** 1 Union Code(s): T2O, T3O **ADDENDUM B** 2 International Association of Machinists and Aerospace 3 4 Workers Local 289 5 6 This ADDENDUM modifies the Appendix by adding to, modifying or supplanting specific 7 provision(s) therein. 8 **Job Class** PeopleSoft Classification Pay Steps 9 Job Code Code Title Range 10 Heavy Equipment Body Repair 8431100 845402 50 1-2-3-4-5 \* Technician 11 8410200 Mechanic/Automotive Machinist I 45 1-2-3-4-5 \* 841204 (T3Q) 841203 (T2Q) 12 13 8411200 870901 Mechanic/Automotive Machinist I-HD 51 1-2-3-4-5 \* 14 49 8410300 841302 Mechanic/Automotive Machinist II 1-2-3-4-5 \* 15 8411300 870102 Mechanic/Automotive Machinist II-HD 55 1-2-3-4-5 \* 16 8422100 843102 50 Millwright 1-2-3-4-5 \* 17 18 \* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule. 19 20 **B.1** Steps - An employee who is hired into a regular position and who has successfully 21 completed a State Apprenticeship program in the craft hired, or a State recognized Certificate of 22 Completion in Automotive Mechanics Technology and three (3) years of documented experience in 23 the field, or holds a Master ASE Certification and five (5) years documented experience in the field 24 as a journeyman will start at Step 3 and advance to Step 5 on successful completion of probation. 25 This provision shall only apply to newly hired employees on or after the date this Appendix is 26 adopted by ordinance. Joint Crafts Council – Construction Crafts 27 January 1, 2021 through December 31, 2024 350CLAC0122 28 Page 23 KING COUNTY COUNCIL GREEN FOLDER AUGUST 23, 2022 112

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1 **B.2** Commercial Drivers License (CDL) – Pursuant to the CLA Article 44. All employees 2 in a "HD" classification must possess a valid CDL while in pay status. The employee is responsible 3 for any costs of a physical exam and the actual license. Employees are required to successfully 4 obtain the CDL within six (6) months of employment, unless extended at the County's discretion. 5 Failure to obtain the CDL will result in separation of employment; except, employees who have been employed with the County as of February 4, 2000, who fail to pass the CDL physical exam will not 6 7 be separated from their position for having failed the physical exam unless such failure is due to a 8 positive test for drugs or alcohol.

9 B.3 ASE Certification – Effective January 1, 2015, all employees who hold either one-half
10 (1/2) of the ASE certificates for master mechanic certification in their classification or a full ASE
11 master mechanic certification for their classification will receive one of the following hourly pay
12 premiums as follows:

13			
14		One-half (1/2) of the ASE certificates	One full ASE master mechanic certificate
15	Machinist I	\$0.95	\$1.94
15	Machinist II	\$0.97	\$1.94
16	HD I (including Heavy Equipment Body Repair Technician and Millwright	\$0.97	\$2.17
17	positions)		
- /	HD II	\$1.03	\$2.17

The parties agree that, the ASE Premium shall be increased by the same percentage as the general wage increase each year.

The ASE certificates/certification must be valid in order to receive the premium. The
 premium is to be paid in addition to the employee's regular, base hourly rate of pay for all
 compensated hours. The County will only pay once for each ASE test taken. The Union agrees to
 work with the Fleet Division to ensure it obtains and maintains ASE shop certification for all shops.
 B.3.1 ASE Certification Examinations - The County will, when feasible, adjust the
 work schedule of employees, in order to allow the employee to take examinations to acquire or
 maintain an ASE certification. If a schedule adjustment is not feasible, the County will approve

27 Joint Crafts Council – Construction Crafts January 1, 2021 through December 31, 2024
28 ASSOCLAC0122 Page 24
KING COUNTY COUNCIL GREEN FOLDER AUGUST 23, 2022 113 vacation leave or compensatory time off, at the employee's option, provided the employee submits
 the request with sufficient advance notice.

B.4 Tool Allowance The County will reimburse up to five hundred dollars (\$500.00)
annually (no carry-over) for approved replacement tools or specialty tools not otherwise provided by
the County for employees who have successfully completed probation. The Union and the County
will meet and confer on the repair of employee owned power tools used for work.

7 B.4.1 Tool Replacement / Repair – Tools normally furnished by the employee that
8 are verified lost on the job and under circumstances where retrieval would pose a danger to an
9 employee, shall be replaced by the County with a comparable tool of the same manufacturer.

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

B.6 Apprenticeship Program - The Parties agree to participate in the Northwest Machinists
Apprenticeship Program as a means to hire and develop qualified Automotive Machinists. The
Parties further agree to continue labor-management discussions regarding the program as needed
during the term of this Appendix.

Apprentices who received credit for previous experience may be placed at a pay rate
commensurate with their experience and in keeping with the Apprenticeship Program provisions. One
(1) apprentice in any work group where a journeyman is steadily employed and one (1) additional
apprentice may be employed for each five (5) journey-level full-time Automotive Machinists
employed by the County. However, this ratio maybe be adjusted by mutual agreement between the
Parties.

22 Other conditions of employment for apprentices shall be as provided in the respective
23 Machinists' Joint Apprenticeship Standards as approved by the Washington State Apprenticeship and
24 Training Council.

B.7 Unanticipated/Work Schedule and/or Shift Change - Normally, at least eight (8)
 hours of advance notice will be given to an employee prior to temporarily changing the employee's

KING COUNTY COUNCIL GREEN FOLDER AUGUST 23, 2022 114

1 work schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow 2 removal, flood control, sanding, or other operations due to acts of nature which may or may not be 3 anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice 4 will not be required.

5 **B.8** Alert Status – Fleet Services employees assigned to support the Roads Maintenance Section will, in addition to their regular shift and schedule, be assigned an alert status shift and 6 7 schedule (Alert).

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

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

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

25

B.8.4 Employees on leave - If a Fleet Services employee is on leave when an alert 26 status shift is called, they will not be called to work unless it is operationally necessary to do so.

Employees who have been pre-approved for leave may be relieved from Alert when the leave is
 scheduled to begin unless the employee elects to cancel or postpone the start of the leave or is
 operationally necessary due to emergent conditions for management to cancel the leave. In the event
 that an employee's approved prescheduled leave is cancelled due to Alert, the County agrees to
 reimburse the employee's documented unreimbursed travel expenses that are directly attributed to the
 cancelled leave.

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#### **B.8.5** Compensation

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

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

18 3. If a Fleet Services employee on Alert is approved to leave work at their own
19 request or at the beginning of a leave as provided under B.8.4, they will be paid only for the hours
20 worked.

4. Leave Accruals – A Fleet Services employee on Alert shift during a
 normally scheduled workday will receive vacation and sick leave accruals for the first eight (8) hours
 worked if regularly assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a 4/10
 work schedule, in accordance with CLA Article 32.1 and CLA Article 31.1, respectively.

25 5. Shift premium - Alert shifts in Fleet Services will not be subject to shift
26 premium pay as provided under Section 5.2.

1

#### 6. Compensation and Breaks While on an Alert Status Shift – A Fleet

Services employee who is assigned to work an Alert shift will be compensated for all hours assigned
to the shift inclusive of all meal periods and breaks. The County will try to provide meal and rest
periods in accordance with State regulations during an employee's Alert shift. The County and
Union agree that by this section and RCW 49.12.187 the County may deviate from the meal periods
and rest breaks contemplated in State regulations and that the employees' meal and rest periods may
be missed due to work requirements. If a meal or rest period is missed, no additional pay will be
provided.

9 **B.9** Scheduled Overtime – Scheduled overtime in the Fleet Services Division, Equipment 10 Repair and Rental (Renton) and the Motorpool (Orcas St) shops shall be divided and rotated as 11 equally as possible amongst those employees that desire overtime work. Employees will indicate 12 their availability for overtime work by placing their names on the overtime roster which will be 13 posted in the workplace at all times. The posting of the overtime roster and rotation of the overtime 14 will be the responsibility of the bargaining unit. If there are no volunteers then overtime shall be 15 assigned in reverse seniority order. This provision shall not apply to employees normally assigned as Field Mechanics in Fleet. 16

B.10 Alternate Leads – The Parties agree to the continued use of Alternate Leads to cover
lead duties while regular leads are unavailable. Notwithstanding language elsewhere in this
Appendix, the Parties agree that Alternate leads will be scheduled via a separate shift bid process
based on classification seniority if the alternate leads share the same classification and County
seniority if they are of different classifications.

B.11 Service Truck Premium – The County may assign employees to work from a service
truck to perform "road work" outside of the main shop. Employees assigned to work from a service
truck shall be paid a service truck premium of five (5) percent of the employee's regular, base hourly
rate of pay. The premium is to be paid in addition to the employee's regular, base hourly rate of pay
for all compensated hours while assigned to a service truck.

1	CBA: 350 Union Code: T2D					
2	ADDENDUM C					
3	International Brotherhood of Boilermakers, Iron Ship Builders,					
4		Blacksmiths, Forgers and Helpers Lodge No. 104				
5						
6	This ADDENDUM modifies the Appendix by adding to, modifying or supplanting specific					anting specific
7	prov	vision(s) the	erein.			
8						
9	J	ob Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
10	8	3426100	844602	Metal Fabricator	49	1-2-3-4-5*
11 12	8	3426200	844702	Metal Fabricator - Lead	52	1-2-3-4-5*
13	*	These Ster	os equate to Ster	bs 2-4-6-8-10 on the King Cou	nty "Squared" Pay Sch	edule
14					nig squarea ray sen	
15		C 1 64	ong A.a		and the second sector has a	·····
16				wee who is hired into a regular	•	•
17		-		nip program, or who can suppl	-	
18			· · · ·	n successful completion of pro		inieu will start at
19	Step		1	orary Employees - A tempora		ired at Step 3 A
20	temr		•	red as a regular employee cont		1
21			•	y will pay the full hourly contr		
22			-	Welfare Trust on behalf of the		1
23				It is understood and agreed by		1 •
24	that	-		ly of competent, skilled crafts		
25				e established by mutual conse		-
26	Cou	nty and the	e Union agree to	re-open negotiations if, during	g the term of this Apper	ndix, the parties
27	Janu	ary I, 2021 t	cil – Construction ( hrough December 3			
28	Page					
	KINC	G COUN	TY COUNCI	L GREEN FOLDER	AUGUST 23, 202	22 118

1	decide to establish an Apprenticeship Program. The Apprenticeship Program will not conflict with					
2	Federal or Washington State Apprenticeship Laws, and will provide the following:					
3	The Seattle Boilermakers Labor/Management Joint Apprenticeship Training					
4	Comn	nittee (JATC) will administer a	an apprenticeship program.			
5		• The JATC will acc	ept two (2) additional membe	ers from the County shops compri	ised	
6	of one	e selected by the County and or	ne selected by the Union. Th	ese two (2) members will functio	n	
7	as a su	abcommittee to the JATC.				
8		• The sub-committee	e will work with the JATC an	d provide information regarding		
9	Count	y rules, regulations, and work	progress guidelines. The sul	ocommittee will also provide inpu	ıt	
10	and ad	lvice regarding the needs of th	e County shop apprenticeship	program and will make regular		
11	report	s to the JATC.				
12		• Apprentices will be	e covered by all of the terms	and conditions of this Appendix,		
13	except	t wages, which will be paid as	set forth below:			
14	   					
	0000-1040 Hours 1041-2080 Hours 2081-4060 Hours					
15		0000-1040 Hours	1041-2080 Hours	2081-4060 Hours		
15 16		<b>0000-1040 Hours</b> 85% of Step 1	<b>1041-2080 Hours</b> 90% of Step 1	<b>2081-4060 Hours</b> 95% of Step 1		
		85% of Step 1	90% of Step 1	<u>//</u>	ne	
16	Appre	85% of Step 1 • Upon the successfu	90% of Step 1 al completion of four thousan	95% of Step 1		
16 17		85% of Step 1 • Upon the successfu	90% of Step 1 al completion of four thousan atice will be eligible for openi	95% of Step 1 d sixty (4060) hours of work in th		
16 17 18		85% of Step 1 • Upon the successfu enticeship Program, the appren dance with the County Personr	90% of Step 1 al completion of four thousan atice will be eligible for openi	95% of Step 1 d sixty (4060) hours of work in th ngs in a journey-person position i		
16 17 18 19	accord	85% of Step 1 • Upon the successfu enticeship Program, the appren dance with the County Personr	90% of Step 1 al completion of four thousan atice will be eligible for openi nel Guidelines.	95% of Step 1 d sixty (4060) hours of work in th ngs in a journey-person position i		
16 17 18 19 20	accord	85% of Step 1 • Upon the successfu enticeship Program, the appren dance with the County Personr • Upon attaining jour sions of this Appendix.	90% of Step 1 al completion of four thousan atice will be eligible for openi nel Guidelines. rney-person status, the emplo	95% of Step 1 d sixty (4060) hours of work in th ngs in a journey-person position i	in	
16 17 18 19 20 21	accord	85% of Step 1 • Upon the successfu enticeship Program, the appren dance with the County Personr • Upon attaining jour sions of this Appendix.	90% of Step 1 al completion of four thousan atice will be eligible for openi nel Guidelines. rney-person status, the emplo its will be defined as those C	95% of Step 1 d sixty (4060) hours of work in the ngs in a journey-person position i yee will be subject to wage	in	
16 17 18 19 20 21 22	accord	85% of Step 1 • Upon the successfuenticeship Program, the apprene dance with the County Personn • Upon attaining jour sions of this Appendix. C.4 Work Units - Work units by ees are regularly assigned to	90% of Step 1 al completion of four thousan atice will be eligible for openi nel Guidelines. rney-person status, the emplo its will be defined as those C work.	95% of Step 1 d sixty (4060) hours of work in the ngs in a journey-person position i yee will be subject to wage	in	
<ol> <li>16</li> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> </ol>	accord provis emplo	85% of Step 1 • Upon the successfu enticeship Program, the apprendance with the County Person • Upon attaining jour sions of this Appendix. C.4 Work Units - Work un byees are regularly assigned to C.5 Pension Trust - The Co	90% of Step 1 al completion of four thousan atice will be eligible for openi- nel Guidelines. rney-person status, the emplo- its will be defined as those Co- work.	95% of Step 1 d sixty (4060) hours of work in the ngs in a journey-person position is yee will be subject to wage	in	
<ol> <li>16</li> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> </ol>	accord provis emplo Apper for em	85% of Step 1 • Upon the successfu enticeship Program, the apprend dance with the County Person • Upon attaining jour sions of this Appendix. C.4 Work Units - Work un eyees are regularly assigned to C.5 Pension Trust - The Condix upon request by the Union apployees covered by this Appe	90% of Step 1 al completion of four thousan atice will be eligible for openi- nel Guidelines. rney-person status, the emplo- its will be defined as those C work. ounty agrees to re-open negot n, solely for the purpose of ne-	95% of Step 1 d sixty (4060) hours of work in the ngs in a journey-person position is yee will be subject to wage ounty divisions in which represen	in Ited	
<ol> <li>16</li> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> <li>27</li> </ol>	accord provis emplo Apper for em	85% of Step 1 • Upon the successfu enticeship Program, the apprend dance with the County Personn • Upon attaining jour sions of this Appendix. C.4 Work Units - Work un eyees are regularly assigned to C.5 Pension Trust - The Condix upon request by the Union ployees covered by this Appe <i>trafts Council – Construction Crafts</i> y 1, 2021 through December 31, 202	90% of Step 1 al completion of four thousan atice will be eligible for openi- nel Guidelines. rney-person status, the emplo- its will be defined as those Co- work. ounty agrees to re-open negot n, solely for the purpose of ne- endix to participate in the Uni-	95% of Step 1 d sixty (4060) hours of work in the ngs in a journey-person position is yee will be subject to wage bunty divisions in which represent itations during the term of this egotiating procedures and policies	in Ited	
<ol> <li>16</li> <li>17</li> <li>18</li> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> <li>26</li> </ol>	accord provis emplo Apper for em <i>Joint C</i> <i>Januar</i> <i>350CL</i> <i>Page 3</i>	<ul> <li>85% of Step 1</li> <li>Upon the successful</li> <li>Upon the successful</li> <li>enticeship Program, the apprendiance with the County Personn</li> <li>Upon attaining jour</li> <li>bions of this Appendix.</li> <li>C.4 Work Units - Work un</li> <li>by ees are regularly assigned to</li> <li>C.5 Pension Trust - The Condix upon request by the Union</li> <li>he upon the union</li> <li>he upon the upon</li></ul>	90% of Step 1 al completion of four thousan atice will be eligible for openi- nel Guidelines. rney-person status, the emplo- its will be defined as those Co- work. ounty agrees to re-open negot n, solely for the purpose of ne- endix to participate in the Uni- 24	95% of Step 1 d sixty (4060) hours of work in the ngs in a journey-person position is yee will be subject to wage bunty divisions in which represent itations during the term of this egotiating procedures and policies	in Ited	

Union understand and agree that the Union will conduct a membership vote to determine whether the
 bargaining unit will participate in the Pension Trust, and that if a majority of members vote in favor
 of participation, all represented employees must participate. The parties further agree that
 participation in the Pension Trust shall not result in an increase in the rate of pay for any employee
 covered by this Appendix.

6 C.6 Welding Certification Pay - Pursuant to the CLA Article 44 and the following: A 7 regular employee who holds either AWS or WABO Certifications shall receive a premium of two 8 dollars and seventeen cents (\$2.17) per hour. When the County requires an employee to hold a AWS 9 or WABO certification in exotic process welding (e.g. stainless steel, CUNI, etc.) the premium will 10 increase to two dollars and fifty cents (\$2.50) per hour. The premium will be paid in addition to the 11 employee's regular, base hourly rate of pay for all compensated hours. The Parties agree that the 12 Certification premium shall be increased by the same percentage as the General Wage Increase each 13 year.

14 C.7 Certification Examinations – In accordance with the CLA Article 35, the County will,
15 when feasible, adjust the work schedule of eligible employees who do not work a day shift in order to
16 allow the employee to take examinations to acquire or maintain an AWS or WABO certification. If a
17 schedule adjustment is not feasible, the County will approve vacation leave or compensatory time off,
18 at the employee's option, provided the employee submits a request with sufficient advanced notice.

19 C.8 Assignment of Lead Duties - When the Solid Waste Division has a need for creating a
20 lead position which moves a current bargaining unit employee to a different shift or schedule, it will
21 meet with the Union to confer on the decision and effects.

C.9 Removal of Class B CDL Requirement – The Solid Waste Division will no longer
 require its Metal Fabricators to possess and maintain Class "B" Commercial Driver's Licenses.

27 Joint Crafts Council – Construction Crafts January 1, 2021 through December 31, 2024 350CLAC0122 Page 31

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1	CBA: 350 Union Code: T2C					
2	ADDENDUM D					
3		International Brotherhood of Electrical Workers Local 46				
4						
5	This	ADDENDUM mo	difies the Agreement by adding to,	modifying or sup	planting specific	
6	provision(s)	therein.				
7						
8	Job Class Code	B PeopleSoft Job Code	Classification Title	Pay Range	Steps	
9	8201100	821201	Electrician I	56	1-2 *	
10 11	8201300	821302	Electrician I – Lead	59	1-2 *	
12	8201200	821401	Electrician II	60	1-2 *	
13	8200100	821101	Electrician Helper	40	1-2 *	
14	7360200	701201	Security Systems Technician	56	1-2 *	
15 16	* These Three-ran	Steps equate to Steps equate to Steps	eps 6-10 on the King County "Squave retroactive to 1/1/21.	ured" Pay Schedule	2.	
10			oorary Employees - The County w	ill pay the full hou	rly contribution	
18		-	the Puget Sound Electrical Worke	1 .	•	
19	the employed	e for each hour in	pay status. Temporary employees	will be hired at Ste	p 2 of the	
20	Electrician I	pay range.				
21	<b>D.2</b>	High Voltage - Ar	n employee assigned to and workin	g at the Airport Di	vision will	
22	receive a pre	mium of ten perce	ent (10%) over their regular hourly	rate of pay for wor	king with high	
23	voltage (600	volts or more).				
24		<b>D.2.1</b> An empl	oyee assigned to the Airport shall n	ot be eligible for l	ead pay.	
25		<b>D.2.2</b> An empl	oyee assigned to the Airport shall o	only receive two (2	) hours of call-out	
26	pay when ca	lled out. (Modifie	s Section 6.6)			
27	Joint Crafts Co January 1, 202	uncil – Construction 1 through December .	Crafts 31, 2024			
28	350CLAC0122 Page 32	-		JGUST 23, 202	22 121	

D.3 Pursuant to Article 44 of the CLA, the County agrees to pay for the actual cost of any
license/certifications required for the position. The County also agrees to reimburse the employee for
the actual cost of maintaining the license during the term of the Agreement. All Electricians and
Security Systems Technicians will be required to take a minimum of twenty-four (24) hours of
electrical CEUs every three years, including a National Electrical Code (NEC) update class. The
Employer will pay for the cost of the CEU update classes and straight time wages and benefits to
attend the classes.

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

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

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# **D.5.1 Personal Protective Equipment (PPE) and Protective Clothing -** The

employer shall provide each employee with 5-FR rated shirts, 5-FR rated pants, 1-FR rated
coat each year. Safety gloves and safety glasses shall also be provided (prescription safety glasses if
needed). The PPE listed above is not all inclusive, and any additional PPE shall be provided by the
employer. Clothing shall be replaced by the employer if damaged or no longer protective.

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

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

25 D.8 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, at the request of either party, to negotiate amendments or additions to this Appendix
 related to apprenticeships.

**D.9 Licensing Requirements -** The parties agree that effective as of October 4, 2010, all
new hires into the positions of Electrician I, Electrician I Lead and Electrician II will be required to
possess and maintain a valid Washington State Journey Electrician certificate (01) as a condition of
employment. Security Systems Technicians will be required to possess and maintain a valid
Washington State Journey Electrician (01) or (06) certificate. Grandfathered employees in the
Facilities Management Division are not required to have a 01 electrician certificate as a condition of
being in the position of Electrician I for the duration of their employment with the County.

10 **D.10** Loss of License - If an employee in the classification of Electrician I, Electrician Lead 11 or Electrician II loses their 01 certificate, the employee is required to immediately advise their 12 supervisor. The career service Electrician I will have 60 calendar days in which to get the 01 13 certificate renewed or is terminated from employment. If the career service employee in the 14 classification of Electrician Lead or Electrician II loses their 01 certificate, the employee may, at 15 management's discretion, be reassigned to perform work as an Electrician I until their certificate is renewed within 60 calendar days and will be terminated from employment if the employee fails to 16 17 renew the 01 certificate within 60 calendar days.

**D.11 Compensatory Time -** Compensatory time must be used during the calendar year in
which it is accrued unless this is not feasible due to work demands. The employee may then request,
and the department director may approve, the carryover of a maximum of 40 hours of accrued
compensatory time. Employees will be paid in the pay period that includes December 31 for all
accrued compensatory time not carried over into the following year. Compensatory hours that have
been carried over must be used within the first quarter of the new calendar year, or will be cashed out
in the pay period that includes March 31.

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KING COUNTY COUNCIL GREEN FOLDER

#### **CBA: 350** 1 Union Code(s): T2M, T3M **ADDENDUM E** 2 3 **International Union of Painters and Allied Trades District Council 5** 4 5 This ADDENDUM modifies the Appendix by adding to, modifying or supplanting specific provision(s) therein. 6 7 **Job Class** PeopleSoft Classification Steps Pav 8 Job Code Code Title Range 9 812102 Painter I 47 8101100 1-2-3-4-5 \* 10 8101300 Painter I – Lead 1-2-3-4-5 \* 812202 50 11 12 8101200 812301 Painter II 51 1-2-3-4-5 \* 13 8103100 813401 Sign Painter I 47 1-2-3-4-5 \* 14 8103200 813501 Sign Painter II 51 1-2-3-4-5 \* 15 \* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule. 16 E.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 E.2 Short-term Temporary Employees - A temporary employee may be hired at Step 3 or 20 higher at the County's discretion. (Adds to Section 4.2) The County will pay the full hourly 21 contribution rate into the Painters' Health and Welfare Trust on behalf of the employee for each hour 22 23 in pay status. E.2.1 Term-limited Temporary Employees - A term limited employee will be hired 24 at Step 3 or higher at the County's discretion. Term-limited temporary employees may advance to 25 the next step after their one year review, at the County's discretion. 26 Joint Crafts Council – Construction Crafts 27 January 1, 2021 through December 31, 2024 350CLAC0122

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

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**E.4 Apprenticeship Program** – It is understood and agreed by and between the County and the Union that to ensure an adequate supply of competent, skilled craftsmen are available at all times if, during the term of this Appendix, the County and Union decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations, at the request of either party, to negotiate amendments or additions to this Addendum related to apprenticeships.

8 E.5 Scheduled Overtime Work – The County shall have the right to schedule and assign
9 overtime work. Overtime work will be divided and rotated as equally as possible amongst those
10 employees that desire overtime work. Employees will indicate their availability for overtime work by
11 placing their names on the overtime roster which will be posted in the workplace at all times. The
12 posting of the overtime roster and rotation of the overtime will be the responsibility of the bargaining
13 unit.

E.6 Certification and ongoing training – Employees required to maintain a certificate or
ongoing training or attend classes or conferences shall be fully compensated their regular wages for
all time, including travel time and expenses needed to attend class. All shall be relevant to the range
of the employee's assignment at the County and must be approved in advance.

18 E.7 Tool – No employee will be required to furnish tools for work. The County will provide
19 the tools necessary to perform the assigned work.

 27 Joint Crafts Council – Construction Crafts January 1, 2021 through December 31, 2024
 28 JSOCLAC0122 Page 36
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2 125

**CBA: 350** Union Code(s): T2B, T3B 1 **ADDENDUM F** 2 **United Association of Plumbers and Pipefitters Local 32** 3 4 This ADDENDUM modifies the Agreement by adding to, modifying or supplanting specific 5 provision(s) therein. 6 7 **Job Class** Classification PeopleSoft Pav Steps Job Code Code Title Range 8 Irrigation Specialist/Plumbing and 9 9202100 923101 54 1-2\* Mechanical I 10 39 8500000 850002 Plumber Helper 1-2-3-4-5\*\* 11 54 1-2\* 8500100 851102 Plumbing and Mechanical I 12 8500300 851301 Plumbing and Mechanical I (Lead) 57 1-2\* 13 14 8500200 851201 Plumbing and Mechanical II 58 1-2\* 15 5319100 534101 Plumbing Inspector 58 1-2\*

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5319200

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

Plumbing Inspector - Senior

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

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

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F.2 Tools and Protective Clothing - The County will provide all tools and protective

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1	clothing required to perform the assigned work.
2	F.3 Parking - Upon presentation of a receipt, the County agrees to reimburse for parking
3	costs that result from overtime work or a callout.
4	F.4 Work Units - Work units will be defined as those County divisions in which represented
5	employees are regularly assigned to work.
6	F.5 Backflow Certification – When the County requires an employee to have a backflow
7	certification, the employee shall be provided paid release time during their regularly scheduled work
8	if necessary to complete the course and receive certification and to also reimburse the employee for
9	the costs of training and actual certification, upon completion.
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27	Joint Crafts Council – Construction Crafts January 1, 2021 through December 31, 2024
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1	CBA: 350			Uni	ion Code(s): T2F
2			ADDENDUM G		
		Internat	ional Union of Operating Engineers L	ocal 286	
3					
4	This A	DDFNDI IM mo	difies the Appendix by adding to, modif	ving or suppl	anting specific
5			unes the Appendix by adding to, moun	ying or suppr	anting speeme
6	provision(s) th	erein.			
7				D	
8	Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9	8502100	853102	Operating Engineer I	45	1-2-3-4-5 *
10	8502200	853303	Operating Engineer II	50	1-2-3-4-5 *
11 12	8502400	853602	Operating Engineer II - Lead	53	1-2-3-4-5 *
12	8502300	853401	Operating Engineer III	54	1-2-3-4-5 *
	8502300	853401	Operating Engineer III	54	1-2

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

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

Operating Engineer I, II, II Lead, and III: The parties understand and agree that

Joint Crafts Council – Construction Crafts 27 January 1, 2021 through December 31, 2024 350CLAC0122 Page 39

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<sup>26</sup> 

G.1 Steps - An employee who is hired into a regular position and who has successfully
 completed a State Apprenticeship program, or who can supply documentation of a minimum of five
 thousand two hundred (5200) hours of journey level work performance in the craft hired will start at
 Step 3 and advance to Step 5 on successful completion of probation. (Modifies Section 4.2)

G.2 Filling Of Vacant and New Schedules and/or Shifts - In the event a position becomes
vacant, for which the County intends to fill, or there is a change to a regular shift and/or schedule,
notice of the vacancy or changed regular schedule and/or shift will be posted. The notice will have
the date and hour of its posting and it will remain posted for seventy-two (72) consecutive hours.
Regular employees who desire to bid for the vacant position, schedule and/or shift will indicate so by
signing the posted notice. The employee with the greatest bargaining unit seniority will be assigned;
provided however, the employee is qualified to handle the work. (Supplants Section 5.3)

G.3 Overtime Work - The County shall have the right to schedule and assign overtime
work. Overtime work will be divided and rotated as equally as possible amongst those employees
who desire overtime work. Employees will indicate their availability for overtime work by placing
their names on the overtime roster which will be posted in the workplace at all times. The posting of
the overtime roster will be the responsibility of the Operating Engineer III. (Supplants Section 6.2)

G.4 Vacation Preference - Vacation preference requests for a period beginning January 1st
through the following January 1st must be received by Management not later than December 1st of
the preceding twelve (12) month period during which the vacation is being requested. Upon receipt
of the request, a vacation schedule will be developed and posted on or before January 1st. Vacation
preference requests will be granted on the basis of bargaining unit seniority provided that essential
operations are properly staffed at all times. All vacation requests made after December 1st will be
granted only with the mutual agreement of Management and the employee. (Supplants Section 8.4)

G.5 The County will provide five (5) uniforms to employees and replace them as needed. If
requested by the Union, the parties agree to convene a Labor-Management Committee meeting as
soon as feasible after ratification of the Agreement, for the purpose of discussing an annual uniform

1 allowance.

2 G.6 Work Units - Work units will be defined as those County divisions in which bargaining
3 unit employees are regularly assigned to work.

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

9 G.7.1 Employees with a Boiler Supervisor Certificate will be paid two (2) hours of
10 overtime pay if called-out for a Boiler Supervisor response. (Supplants Section 6.6) Call, call-outs
11 and standby for eligible employees with a Boiler Supervisor Certificate will be equalized to the extent
12 possible.

G.7.2 In the event an eligible employee with a Boiler Supervisor Certificate fails to
respond to Boiler Supervisor call and/or call-out, the County will then refer the call and/or call-out to
an outside contractor for response. (Modifies CLA Article 16)

16 G.7.3 Eligible employees are defined as Operating Engineers assigned to the Seattle
17 Downtown area and other Operating Engineers who have been approved by FMD.

18 G.8 <u>Vehicle Backup Cameras</u> - The County agrees to provide vehicle backup cameras for
19 all County vehicles utilized by bargaining unit employees to help prevent accidents and to ensure
20 safety.

21 G.9 <u>Safety Footwear</u> - The County will require all bargaining unit members to wear safety
22 footwear at all times during the course of their duties.

G.10 <u>Straight 8 Schedules</u> - Employees with paid meal periods are subject to being called
back to work at any time during a paid break or meal period. To this end, employees with paid meal
periods are not allowed to leave the worksite to which the employee is assigned, during their paid
breaks or meal periods. The County will schedule break periods to assure adequate coverage,

KING COUNTY COUNCIL GREEN FOLDER AUGUST 23, 2022 130

1	consistent with department rules. This will include a 30 minute meal period, as well as two fifteen
2	minute breaks (or intermittent rest periods) during an eight hour shift. Due to the nature of the work,
3	it may not be possible to schedule and/or take such meal periods and break periods during the time
4	specified in WAC 296-126-092 (between two and five hours after the beginning of their work shift).
5	Such meal periods and break periods will be scheduled and taken as work demands allow. To the
6	degree that this provision conflicts with WAC 296-126-092, it shall be interpreted as an express
7	waiver of the Washington Administrative Code with respect to the time breaks or meal periods are
8	taken.
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27	Joint Crafts Council – Construction Crafts January 1, 2021 through December 31, 2024 350CLAC0122
28	<i>Page 42</i> KING COUNTY COUNCIL GREEN FOLDER AUGUST 23, 2022 131

**CBA: 350** Union Code(s): T2S 1 **ADDENDUM H** 2 Laborers' International Union of North America Local 242 3 4 This ADDENDUM modifies the Appendix by adding to, modifying or supplanting specific 5 provision(s) therein. 6 7 **Job Class** Classification PeopleSoft Pay Steps Code Job Code Title Range 8 9 9440100 942103 Utility Worker I 35 1-2-3-4-5 \* 10 \* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule. 11 12 H.1 Retirement - All employees hired prior to January 1, 1990, will continue to be covered 13 by the applicable retirement system in which they are enrolled as of December 31, 1989; i.e., Seattle 14 City Employees Retirement System, PERS I or PERS II. Contributions to the applicable retirement 15 system will be made in accordance with the respective applicable City of Seattle Ordinance(s), 16 County Ordinance(s), or State Law. 17 H.2 Seniority - Utility Worker I's in positions represented by Local 242 will have their 18 continuous service in the classification of Utility Laborer included for purposes of determining 19 classification seniority. 20 21 22 23 24 25 26 Joint Crafts Council – Construction Crafts 27 January 1, 2021 through December 31, 2024 350CLAC0122 28 Page 43 KING COUNTY COUNCIL GREEN FOLDER AUGUST 23, 2022 132

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ID: 9aa6063d-5e3b-4f76-9dbe-8d4d03365385

Jeff Thorson jthorson@nwcarpenters.org

Contract Administrator

Jeffrey Thorson

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Accepted: 9/14/2020 7:11:52 AM ID: 2efff849-cb16-4dbc-9e42-cba773ac3cc9

Kathy Wilkens

kathy@laborerslocal242.com

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Accepted: 7/15/2022 11:24:10 AM ID: c039049e-3b8d-4197-8c08-2077cbae6f25

Lacey O'Connell loconnell@kingcounty.gov

Senior Labor Relations Negotiator

King County Executive Department-OLR Security Level: Email, Account Authentication (None)

Holder: Carolyn Coleman carolyn.coleman@kingcounty.gov Pool: FedRamp Pool: King County-King County Executive Office-Office of Labor Relations

#### Signature

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Lacey O'Connell

C94CBED6540E400.

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Carolyn Coleman

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Mike Kunkel

mikek@ualocal32.com

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Signature

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Thomas Shelton

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Toby Hoffman tobyh@iupatdc5.org Security Level: Email, Account Authentication (None)

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Tommy Hunt

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