



## King County

### Metropolitan King County Council Government Accountability and Oversight Committee

#### STAFF REPORT

<b>Agenda Item No.:</b>	4	<b>Date:</b>	23 April 2013
<b>Proposed No.:</b>	2013-0188	<b>Prepared by:</b>	Nick Wagner

#### **SUBJECT**

An ordinance adopting a collective bargaining agreement between King County and the Joint Crafts Council covering construction crafts employees in several county departments.

Companion legislation—Proposed Ordinance 2013-0189 (which has been referred to the Budget and Fiscal Management Committee and is expected to be considered at the May 7 meeting of the committee)—requests a supplemental appropriation of \$87,447 to cover the 2012 and 2013 costs of the CBA to the Department of Adult and Juvenile Detention.<sup>1</sup>

#### **SUMMARY**

Proposed Ordinance 2013-0188 (Att. 1 to this staff report) would approve a collective bargaining agreement (CBA) and two memoranda of agreement (MOAs) between King County and the Joint Crafts Council (JCC), which includes the following unions:

- Pacific Northwest Regional Council of Carpenters, Local 30
- International Association of Machinists and Aerospace Workers, Local 289
- International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge No. 104
- International Brotherhood of Electrical Workers, Local 46
- International Union of Painters and Allied Trades, District Council 5
- United Association of Plumbers and Pipefitters, Local 32
- UNITEHERE! Local 8 [representing hotel and food service workers]
- International Union of Operating Engineers, Local 286
- Laborers' International Union of North America, Local 1239

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<sup>1</sup> DAJD is the only county agency that will be relying on the General Fund to cover the cost of this CBA. (See Att. 5: Fiscal Note.) According to executive budget staff, the practice for General Fund agencies over the past few years has been to reserve anticipated COLA in the GF reserve for any contracts that were not yet settled at the time the Executive Proposed Budget was sent to the Council. If a supplemental appropriation is needed when the labor agreement is settled and the contract is sent to Council, the executive then requests the appropriation to the agency operating budget from the GF salary and wage reserve.

The CBA (Att. 1-A) covers about 209 employees in the following county departments:

- Adult and Juvenile Detention (DAJD)
- Executive Services (DES)
- Natural Resources and Parks (DNRP)
- Public Health (DPH)
- Transportation (DOT)

### **1. Term of the CBA**

The CBA covers the four-year period from 1 February 2010 through 31 January 2014. (CBA Article 19, Att. 1-A, p. 32)

### **2. The Bargaining Unit**

The approximately 209 employees in this bargaining unit include a wide range of classifications, which are listed in CBA Appendices A through I (Att. 1-A, pp. 34-55):

As described in the Executive's transmittal letter (Att. 4), the bargaining unit employees include:

- Carpenters and electricians in FMD, DOT Roads Services and Airport, and DNRP Solid Waste and Parks;
- Painters in FMD, DOT Roads Services and Airport, and DNRP Parks
- Plumbers in FMD, DOT Airport and DNRP Parks;
- Vehicle mechanics in DOT Fleet Administration and Airport and DNRP Solid Waste;
- Metal fabricators in DNRP Solid Waste;
- Operating engineers in FMD and DOT Airport;
- Plumbing inspectors in DPH;
- Cook/bakers in DAJD; and
- Utility workers in FMD who support public health clinics.

## **CHANGED CONTRACT PROVISIONS**

The most notable changes in the proposed new CBA are described below.

### **1. Severance of several bargaining units**

This contract no longer covers the following groups, who had been covered under the previous Joint Crafts Council CBA:

- About 156 employees represented by the International Brotherhood of Teamsters, Local 117, whose separate CBA is also before the committee for review and approval (Proposed Ordinance 2013-0192);
- About 34 security screeners, also represented by Local 117, who are currently negotiating their own CBA.

- About 52 security officers, dispatchers, and sergeants, who were formerly represented by Local 117 and subsequently formed their own labor organization, called the King County Security Guild, which is also currently negotiating its own CBA.

The division of what had been one CBA into four separate CBAs has resulted from: (a) the security screeners bargaining unit being transferred to the Sheriff’s Office, coming under the civil service system, and now having to bargain with both the executive (concerning wages and benefits) and the sheriff (concerning other working conditions); (b) the election by the security office bargaining unit to sever from the JCC following the unit’s change in representation; and (c) the remaining members of the Teamsters bargaining units electing to sever from the JCC.

## 2. COLAs

One of the MOAs that would be approved by Proposed Ordinance 2013-0188 (Att. 1-B) concerns cost-of-living adjustments (COLAs) for these employees for the years 2011 through 2014, including a zero COLA for 2011 and the same COLAs for 2012-2014 as for the vast majority of county employees, as described in the table below:

Year	COLA Formula	COLA <sup>2</sup>
2011	No COLA	Zero
2012	90% of CPI-W increase for Seattle-Tacoma-Bremerton, <sup>3</sup> with 0% floor and no ceiling	1.63%
2013	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	3.09%
2014	95% of CPI-W increase for Seattle-Tacoma-Bremerton, with 0% floor and no ceiling	2.00%

The fiscal impact of the COLAs is described in the revised Fiscal Note (Att. 5), which is summarized in the table on the last page of this staff report.

## 3. No changes in pay ranges

The CBA includes no changes in the pay ranges for the covered employees.

## 4. Standardization of pay practices

Section 14.8 of the CBA (Att. 1-A, p. 26) affirms the County’s right to implement a common biweekly payroll system and to standardize pay practices and Fair Labor

<sup>2</sup> The COLA percentages are based on the revised Fiscal Note (Att. 5). The percentage listed for 2014 is based on a projection by the County’s Office of Economic and Financial Analysis.

<sup>3</sup> More specifically: “the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year).”

Standards Act work weeks. The parties agree to negotiate these standardized pay practices to the extent required by law.

## **5. Clarifications**

The proposed new CBA includes a number of clarifications that will reduce interpretation and application issues that can result in grievances, including the right to assign employees to work locations. It also maintains certain rights to determine work shifts and schedules, assign overtime, and manage employee performance

## **6. Other changes**

Two additional changes will have a minor fiscal impact: (1) Section H.8 of Appendix H to the new CBA provides for payment of \$50 per month to certain employees for obtaining a City of Seattle Boiler Supervisor Certificate (Att. 1-A, p. 54) (annual cost estimated at \$1,800); and (2) Section D.3 of Appendix D raises the maximum reimbursement amount for maintaining an electrical license by \$65 (from \$175 to \$240) during the four-year term of the agreement (Att. 1-A, pp. 44-45) (annual cost estimated at \$1,755).

## **FISCAL IMPACT**

The fiscal impact of the CBA, which consists almost entirely of COLAs, is detailed in the revised Fiscal Note (Att. 5) and is summarized in the table below.

	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>
<b>Increase over previous year</b>	\$0	\$ 239,760	\$ 461,924	\$ 308,218
<b>Cumulative increase over 2010</b>	\$0	\$239,760	\$701,684	\$1,009,902

As noted in the revised Fiscal Note, the table does not include the annual cost of about \$3,555 per year that is attributable to a payment of \$50 per month for obtaining a boiler supervisor certificate and an increase of \$65 in the maximum reimbursement for maintaining an electrical license.

## **CONSISTENCY WITH LABOR POLICIES**

The proposed CBA appears to be consistent with the County's labor policies, except for the policy in favor of contract consolidation.<sup>4</sup>

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<sup>4</sup> Labor policy LAB 1-010 ("Contract Consolidation") provides in part: "The County supports consolidation in the number of bargaining units and collective bargaining agreements where legal and appropriate."

## **LEGAL REVIEW**

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.  
(Att. 4: Transmittal letter)

## **INVITED**

1. Robert Railton, Labor Negotiator, King County Office of Labor Relations
2. Janet Lewis, Business Representative, International Brotherhood of Electrical Workers, Local 46
3. Jeff Skillman, Service Representative, Pacific Northwest Regional Council of Carpenters, Local 30

## **ATTACHMENTS**

1. Proposed Ordinance 2013-0188
  - Att. A (Collective Bargaining Agreement)
    - App. A Carpenters, Local 3
    - App. B Machinists and Aerospace Workers, Local 289
    - App. C Boilermakers, Lodge No. 104
    - App. D Electrical Workers, Local 46
    - App. E Painters and Allied Trades, District Council 5
    - App. F Plumbers and Pipefitters, Local 32
    - App. G UNITEHERE! Local 8
    - App. H Operating Engineers, Local 286
    - App. I Laborers', Local 1239
  - Att. B (MOA re. COLAs)
  - Att. C (MOA re. Footwear Allowance)
2. Checklist and Summary of Changes
3. Contract Summary
4. Transmittal letter
5. Revised Fiscal Note

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**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**April 18, 2013**

**Ordinance**

**Proposed No. 2013-0188.1**

**Sponsors**

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

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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

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

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

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** 2013-0188 A. Agreement by and between King County and Joints Crafts Council.doc,  
2013-0188 B. Memorandum of Agreement by and between King County and Joints Crafts Council,  
Construction Crafts.doc, 2013-0188 C. Memorandum of Agreement - Footwear Allowance.doc



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**AGREEMENT**

**by and between**

**KING COUNTY**

**and**

**JOINT CRAFTS COUNCIL**

**(Representing Construction Crafts Employees)**

**February 1, 2010 through January 31, 2014**

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**AGREEMENT**

**by and between**

**KING COUNTY**

**and**

**JOINT CRAFTS COUNCIL**

**(Representing Construction Crafts Employees)**

**February 1, 2010 through January 31, 2014**

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

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

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

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

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

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

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

9 **ARTICLE 4: MANAGEMENT RIGHTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

6 **ARTICLE 6: HOURS OF WORK**

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

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

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

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

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

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

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

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

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

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

23 **ARTICLE 7: OVERTIME AND PREMIUMS**

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



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

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

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

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

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

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

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

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

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

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

1 **ARTICLE 8: HOLIDAYS**

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

5

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

16

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

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

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

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

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

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

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

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

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

24 **8.8 Premium Pay** - Work performed by a leave-eligible employee on a holiday shall be paid  
25 at one and one-half (1-1/2) times the employee's regular rate, in addition to the holiday pay.  
26  
27  
28

1 **ARTICLE 9: VACATIONS**

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

5

6

7 **EQUIVALENT ANNUAL VACATION**

8 **FOR FULL-TIME EMPLOYEE**

9

10 <b>Full Years of Service (Beginning)</b>	11 <b>Working Days Per Year</b>	12 <b>Hours based on 40-hr workweek</b>
13 0-5	14 12	15 96
16 6	17 15	18 120
19 9	20 16	21 128
22 11	23 20	24 160
25 17	26 21	27 168
28 18	29 22	30 176
31 19	32 23	33 184
34 20	35 24	36 192
37 21	38 25	39 200
40 22	41 26	42 208
43 23	44 27	45 216
46 24	47 28	48 224
49 25	50 29	51 232
52 26	53 30	54 240

55 **9.1.1 Part-time Employees** - Leave eligible employees who work a part-time work  
56 schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in

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

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

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

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

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

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

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

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

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

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

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

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

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

## 24 **ARTICLE 10: SICK LEAVE**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

23           C. Exposure to contagious diseases and resulting quarantine.

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

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

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

1 condition which requires treatment or supervision from the employee;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **ARTICLE 11: PAID LEAVES**

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

10                   **A. Vacation leave hours**

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

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

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

27                   **B. Sick leave hours**

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

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

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

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

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

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

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

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

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

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

7           **11.3 Bereavement Leave**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 **ARTICLE 14: MISCELLANEOUS**

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

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

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

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

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

1 the employee returns from the field to such headquarters.

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

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

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

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

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

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

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

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

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

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

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

27 **ARTICLE 15: GRIEVANCE PROCEDURE**

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

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

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

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

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

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

17 **15.6**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

13 **ARTICLE 17: WAIVER CLAUSE**

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

19 **ARTICLE 18: SAVINGS CLAUSE**

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



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

Date: 2/27/13

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

Date: 3-11-13

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

Date: 3-1-13

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

Date: 2-27-13

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

Date: 3/4/13

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

Date: 3-6-13

By: *[Signature]*  
UNITEHERE! Local 8

Date: 3/6/13

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

Date: 3/4/13

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

Date: 03/07/2013



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

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1 **APPENDIX B**

2 **International Association of Machinists and Aerospace**

3 **Workers Local 289**

4  
5 Union Code(s): T2Q  
6 T3Q

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

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

10 Job Class Code	11 PeopleSoft Job Code	12 Classification Title	13 Pay Range	14 Steps
8431100	845402	Heavy Equipment Body Repair Technician	50	1-2-3-4-5 *
8410200	841204 (T3Q) 841203 (T2Q)	Mechanic/Automotive Machinist I	45	1-2-3-4-5 *
8411200	870901	Mechanic/Automotive Machinist I-HD	50	1-2-3-4-5 *
8410300	841302	Mechanic/Automotive Machinist II	49	1-2-3-4-5 *
8411300	870102	Mechanic/Automotive Machinist II-HD	54	1-2-3-4-5 *
8422100	843102	Millwright	50	1-2-3-4-5 *
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 will start at Step 3 and advance to Step 5 on successful completion of probation. This provision shall  
25 only apply to newly hired employees on or after the date this Agreement is adopted by ordinance.

26 **B.2 Commercial Drivers License (CDL)** - All employees in a "HD" classification must  
27 possess a valid CDL while in pay status. The County will pay for required training and associated  
28 costs. The employee is responsible for any costs of a physical exam and the actual license.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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1 APPENDIX C

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

4  
5 Union Code: T2D

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

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

11 Job Class Code	12 PeopleSoft Job Code	13 Classification Title	14 Pay Range	15 Steps
8426100	844602	Metal Fabricator	49	1-2-3-4-5*
8426200	844702	Metal Fabricator - Lead	52	1-2-3-4-5*
* These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

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

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

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

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

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

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

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

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

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

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

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

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

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1 **APPENDIX D**

2 **International Brotherhood of Electrical Workers Local 46**

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4 Union Code: T2C

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6 **APPENDIX D: International Brotherhood of Electrical Workers Local 46**

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

9

10 Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
11 8201100	821201	Electrician I	53	1-2 *
12 8201300	821302	Electrician I - Lead	56	1-2 *
13 8201200	821401	Electrician II	57	1-2 *
14 8200100	821101	Electrician Helper	37	1-2-3-4-5 **

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 **APPENDIX E**

2 **International Union of Painters and Allied Trades District Council 5**

3 Union Code(s): T2M  
4 T3M

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

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

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

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

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

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

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

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

1 **APPENDIX F**

2 **United Association of Plumbers and Pipefitters Local 32**

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4 Union Code(s): T2B  
T3B

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6 **APPENDIX F: United Association of Plumbers and Pipefitters Local 32**

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

9 Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
10 9202100	923101	Irrigation Specialist/Plumbing and Mechanical I	52	1-2 *
11 8500000	850002	Plumber Helper	37	1-2-3-4-5 **
12 8500100	851102	Plumbing and Mechanical I	52	1-2 *
13 8500200	851201	Plumbing and Mechanical II	56	1-2 *
14 5319100	534101	Plumbing Inspector	55	1-2 *
15 5319200	534201	Plumbing Inspector - Senior	59	1-2 *
16 * These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule.				
17 ** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

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

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

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

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

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

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

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

**APPENDIX G**  
**UNITEHERE! Local 8**

Union Code(s): T2A  
T3A

**APPENDIX G: UNITEHERE! Local 8**

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9500200	951202	Cook/Baker I	43	1-2-3-4-5 *
9500201	951303	Cook/Baker II	47	1-2-3-4-5 *

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

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

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

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

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

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

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

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

1 opportunities.

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

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

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

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

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

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

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

1 APPENDIX H

2 International Union of Operating Engineers Local 286

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4 Union Code(s): T2P

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17               **H.8.4** Section H.8 is prospective following ratification of the Agreement.  
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**MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
KING COUNTY AND  
JOINT CRAFTS COUNCIL, CONSTRUCTION CRAFTS  
ADDRESSING THE 2011 BUDGET CRISIS**

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

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

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

WHEREAS, the employees represented by the following Unions:

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

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

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

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

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

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

**A. 2012 COLA**

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

**B. 2013 COLA**

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

**C. 2014 COLA**

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

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

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

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

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

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

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

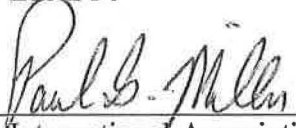
7. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated.

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

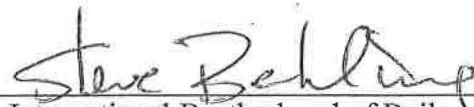
9. The parties hereby agree that if, subsequent to the execution of this Agreement, the County reaches an agreement with the Amalgamated Transit Union, Local 587 (ATU) related to the 2011 COLA that is more favorable, this entire agreement will be reopened for negotiations for those bargaining units eligible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

By:   
Pacific Northwest Regional Council of Carpenters  
Local 30

Date: 2/27/13

By:   
International Association of Machinists and Aerospace  
Workers Local 289

Date: 3-11-13

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

Date: 3-1-13

By: Janet Lewis  
International Brotherhood of Electrical Workers  
Local 46

Date: 2-27-13

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

Date: 3/4/13

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

Date: 3-6-13

By: Joseph M. Miller  
UNITEHERE! Local 8

Date: 3/6/13

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

Date: 3/4/13

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

Date: 03/07/2013

For King County:

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

3-11-13  
Date

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN**

**KING COUNTY**

**AND**

**JOINT CRAFTS COUNCIL**

**REPRESENTING CONSTRUCTION CRAFTS**

**Subject: Footwear Allowance**

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

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

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

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

APPROVED this 8 day of APRIL, 2013.

By: Dow Conitt  
King County Executive

By: [Signature] Date: 2/27/13  
Pacific Northwest Regional Council of Carpenters  
Local 30

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

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

By: [Signature] Date: 2-27-13  
International Brotherhood of Electrical Workers  
Local 46

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

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





King County

## Checklist and Summary of Changes for the attached Collective Bargaining Agreement

<b>Name of Agreement</b>
Joint Crafts Council, Construction Crafts and two Memoranda of Agreement
<b>Labor Negotiator</b>
Robert Railton

<b><i>Prosecuting Attorney's Review</i></b>	<b>Yes</b>
<b><i>Legislative Review Form; Motion or Ordinance</i></b>	<b>Yes</b>
<b><i>Executive Letter</i></b>	<b>Yes</b>
<b><i>Fiscal Note</i></b>	<b>Yes</b>
<b><i>Six Point Summary</i></b>	<b>Yes</b>
<b><i>King County Council Adopted Labor Policies Contract Summary</i></b>	<b>Yes</b>
<b><i>Ordinance</i></b>	<b>Yes</b>
<b><i>Original Signed Agreement(s)</i></b>	<b>Yes</b>
<b><i>Does transmittal include MOU/MOA? X2</i></b>	<b>Yes</b>

<b><i>Six Point Summary of changes to the attached agreement:</i></b>
1. Reflects the severance of some Teamsters' bargaining units from the Joint Crafts Council and the establishment of a separate labor agreement covering the units (Joint Units Agreement).
2. Reflects the severance of a Teamsters' bargaining unit representing Security Screeners from the Joint Crafts Council and transfer of the unit to the Sheriff's Office and establishment of a separate labor agreement.
3. Reflects the severance from the Joint Crafts Council and change in representation of a Teamsters' bargaining unit representing Security Officers, Security Officer-Dispatchers, and Security Sergeants who formed their own labor organization, King County Security Guild.
4. Adopts the cost-of-living Memorandum of Agreement agreed to by the vast majority of the County's represented employees.
5. Provides for reopening the Agreement for the purpose of negotiating the standardization of pay practices.
6. Clarifies contract provisions and incorporates practices to reduce cause for grievances.

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**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** Joint Crafts Council, Construction Crafts and two Memoranda of Agreement

**TERM OF CONTRACT:** February 1, 2010, through January 31, 2014

**DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:** The unions under this contract represent employees working in a wide range of job classifications including plumbers, plumbing inspectors, carpenters, electricians, operating engineers (building heating and cooling), cooks, painters, metal fabricators, vehicle mechanics, and custodians in some public health clinics.

**NEGOTIATOR:** Robert Railton

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>REDUCTION-IN-FORCE:</b>	The contract provides for layoff by classification seniority within the division; bumping based on classification seniority within the bargaining unit if it spans multiple divisions; and, bumping into a prior bargaining unit position if the employee has more bargaining unit seniority than the employee being displaced.
➤ <b>INTEREST-BASED BARGAINING:</b>	Negotiations were based on meeting each others' interests.
➤ <b>DIVERSITY IN THE COUNTY'S WORKFORCE:</b>	The contract contains language prohibiting discrimination.
➤ <b>CONTRACTING OUT OF WORK:</b>	The County can contract work it has not historically contracted out on a short-term basis with union agreement, or in an emergency.
➤ <b>LABOR / MANAGEMENT COMMITTEES:</b>	The parties can meet in a Labor / Management meeting as needed.
➤ <b>MEDIATION:</b>	The contract provides for mediation if mutually agreed.
➤ <b>CONTRACT CONSOLIDATION:</b>	The contract covers employees represented by nine unions.
➤ <b>HEALTH BENEFITS COST SHARING:</b>	The contract adopts the County's Joint Labor Management Insurance Committee health benefits agreement.

**KING COUNTY COUNCIL  
ADOPTED LABOR POLICIES  
CONTRACT SUMMARY**

**CONTRACT:** Joint Crafts Council, Construction Crafts and two Memoranda of Agreement

<b>COUNCIL POLICY</b>	<b>COMMENTS</b>
➤ <b>TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:</b>	The parties were diligent to negotiate this contract as expeditiously as possible.
➤ <b>USE OF TEMPORARY AND PART-TIME EMPLOYEES:</b>	The contract provides for the employment of temporary and part-time workers consistent with King County Code.

<b>MISCELLANEOUS CONTRACT ISSUES:</b>	
➤ <b>BIWEEKLY PAY:</b>	All employees are being paid biweekly.
➤ <b>INTEREST ARBITRATION ELIGIBLE:</b>	The contract is not eligible for interest arbitration.
➤ <b>NO STRIKE PROVISION:</b>	The contract contains language prohibiting strikes or other similar concerted activities.
➤ <b>ADDITIONAL LEAVE PROVISIONS:</b>	The contract provides for standard County leaves.
➤ <b>HOURS OF WORK:</b>	The standard full-time schedule is a 40 hour workweek.
➤ <b>PERFORMANCE EVALUATIONS:</b>	The County can evaluate employee performance.

March 28, 2013

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance that will enable King County to provide fair wages, hours, and working conditions to employees who provide essential internal and external customer services.

The enclosed ordinance, if approved, will ratify the Joint Crafts Council collective bargaining agreement (CBA) for the period of February 1, 2010, through January 31, 2014. It will also ratify two memoranda of agreement. The "Footwear Allowance" memorandum of agreement (MOA) is effective the same duration as the CBA. The MOA "Addressing The 2011 Budget Crisis" is effective for the period of January 1, 2011, through December 31, 2014. This CBA covers 209 employees in the Departments of Adult and Juvenile Detention, Executive Services, Natural Resources and Parks, Public Health, and Transportation. The CBA also reflects the severance of the Teamsters' bargaining units that formed their own CBAs, and one unit that changed representation and formed its own labor organization.

The employees under this CBA perform a wide range of duties in support of County operations. This includes carpenters and electricians in the Facilities Maintenance, Roads Services, Solid Waste, Airport, and Parks divisions; painters in the Facilities Maintenance, Roads Services, Airport, and Parks divisions; plumbers in the Facilities Maintenance, Airport and Parks divisions; vehicle mechanics in the Fleet, Airport, and Solid Waste divisions; metal fabricators in the Solid Waste Division; operating engineers in the Facilities Management and Airport divisions; plumbing inspectors in the Department of

The Honorable Larry Gossett

March 28, 2013

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Public Health; cook/bakers in the Department of Adult and Juvenile Detention; and, utility workers in the Facilities Management Division that support some public health clinics.

This agreement contains significant improvements in efficiency, accountability, and productivity for the County by clarifying the right to assign employees to work locations. The County's rights also include determining work shifts and schedules, assigning overtime, and managing employee performance. This agreement clears up language thereby reducing interpretation and application issues. Additional efficiencies in this agreement are gained through a reopener to address the effects of standardizing pay practices, as necessary.

This contract furthers the County's Strategic Plan by attracting and retaining a quality workforce by paying fair market wages and working conditions.

The wage settlement for 2011 provides for zero cost-of-living adjustment (COLA). The COLA for 2012 is 1.63%, and the COLA for 2013 is 3.09%. The wage adjustment for 2014 is based on 95% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price index for Urban Wage Earners and Clerical Workers (CPI-W, July to June). However, if significant negative shifts in economic and fiscal conditions occur during the term of this agreement, the parties agree to reopen negotiations for the 2014 COLA when triggered by either an increase in the County unemployment rate of more than two percentage points compared with the previous year or a decline of more than seven percent in County retail sales as determined by comparing current year to previous year. Data will be derived from Washington State Department of Revenue. By no later than July 30, 2013, the County will assess whether the economic measurements listed above trigger the contract reopener for 2014 COLA.

The settlement reached is a product of good faith collective bargaining between King County and the Union. This agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

Thank you for your consideration of this ordinance. This important legislation will further the efficient operations of the departments these employees work in and the vital services they provide to internal clients.

The Honorable Larry Gossett

March 28, 2013

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If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations, at 206-296-4273.

Sincerely,

Dow Constantine

King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Michael Woywod, Chief of Staff

Anne Noris, Clerk of the Council

Carrie S. Cihak, Chief Advisor, Policy and Strategic Initiatives, King County  
Executive Office (KCEO)

Dwight Dively, Director, Office of Performance, Strategy and Budget (KCEO)

Patti Cole-Tindall, Director, Office of Labor Relations (KCEO)

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# FISCAL NOTE

<b>Ordinance/Motion No.</b>	Collective Bargaining Agreement	
<b>Title:</b>	Joint Crafts Council, Construction Crafts - Construction Crafts	
<b>Effective Date:</b>	2/1/2010	
<b>Affected Agency and/or Agencies:</b>	Department of Community and Human Services	
<b>Note Prepared by:</b>	Matthew McCoy, Labor Relations Analyst, Office of Labor Relations	<b>Phone:</b> 205-8004
<b>Department Sign Off:</b>	Pat Presson, Finance Manager, DAJD	<b>Phone:</b> 296-3410
<b>Department Sign Off:</b>	Ann Berrysmith, Finance and Administration Services Manager, Solid Waste Division, DNRP	<b>Phone:</b> 296-4457
<b>Department Sign Off:</b>	Hanh Mai, Finance & Administration Services Manager, Facilities Management Division, DES	<b>Phone:</b> 296-0670
<b>Department Sign Off:</b>	Jerry Hughs, Budget and Finance Manager, Parks, DNRP	<b>Phone:</b> 263-6240
<b>Department Sign Off:</b>	Deanne Radke, Assistant Division Director, Budget and Finance, Fleet, DOT	<b>Phone:</b> 296-6569
<b>Department Sign Off:</b>	Greg Scharrer, Budget and Technology Manager, RSD, DOT	<b>Phone:</b> 296-8746
<b>Department Sign Off:</b>	Kent Sherburne, Finance & Admin Services Manager, Airport, DOT	<b>Phone:</b> 296-7598
<b>Department Sign Off:</b>	Cindy West, Chief Financial Officer, DPH	<b>Phone:</b> 263-8643
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Shelley De Wys, Budget Analyst (Roads)	<b>Phone:</b> 263-9718
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Jennifer Lehman, Budget Analyst (Parks, Airport)	<b>Phone:</b> 263-9705
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	John Walsh, Budget Analyst (Solid Waste)	<b>Phone:</b> 263-9695
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	T.J. Stutman, Budget Analyst (FMD)	<b>Phone:</b> 263-9716
<b>Note Reviewed by: Supplemental Required?</b> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>	Jo Anne Fox, Budget Analyst (DAJD)	<b>Phone:</b> 263-9696
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Katherine Cortes, Budget Analyst (DPH)	<b>Phone:</b> 263-9733
<b>Note Reviewed by: Supplemental Required?</b> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	Tyler Running Deer, Budget Analyst (Fleet)	<b>Phone:</b> 263-9723

EXPENDITURES FROM:							
Fund Title	Fund Code	Dept		2011	2012	2013	2014
ADULT DETENTION	10	DAJD		\$ 0	\$ 29,880	\$ 57,567	\$ 38,411
ROADS	1030	DOT		\$ 0	\$ 6,389	\$ 12,309	\$ 8,213
PARKS	1451	DNRP		\$ 0	\$ 6,740	\$ 12,985	\$ 8,664
PUBLIC HEALTH	1800	DPH		\$ 0	\$ 14,890	\$ 28,686	\$ 19,141
SOLID WASTE	4040	DNRP		\$ 0	\$ 39,820	\$ 76,718	\$ 51,190
AIRPORT	4290	DOT		\$ 0	\$ 9,596	\$ 18,488	\$ 12,336
FMD BUILDING SVCS SECTI	5511	DES		\$ 0	\$ 97,255	\$ 187,372	\$ 125,026
EQPT REPAIR & REPLACEME	5570	DOT		\$ 0	\$ 20,838	\$ 40,148	\$ 26,788
MOTOR POOL	5580	DOT		\$ 0	\$ 14,352	\$ 27,651	\$ 18,449
<b>TOTAL: Increase FM Prev Yr</b>				<b>\$ 0</b>	<b>\$ 239,760</b>	<b>\$ 461,924</b>	<b>\$ 308,218</b>
<b>TOTAL: Cumulative</b>				<b>\$ 0</b>	<b>\$239,760</b>	<b>\$701,684</b>	<b>\$1,009,902</b>

EXPENDITURE BY CATEGORIES:							
Expense Type	Fund Code	Dept	2012 Base	2011	2012	2013	2014
Salaries			\$12,212,254	\$ 0	\$ 199,060	\$ 383,510	\$ 255,896
OT			\$580,600	\$ 0	\$ 9,464	\$ 18,233	\$ 12,166
PERS & FICA			\$1,916,369	\$ 0	\$ 31,236	\$ 60,181	\$ 40,156
<b>TOTAL:</b>			<b>\$14,709,222</b>				
<b>TOTAL: Increase FM Prev Yr</b>				<b>\$ 0</b>	<b>\$ 239,760</b>	<b>\$ 461,924</b>	<b>\$ 308,218</b>
<b>TOTAL: Cumulative</b>				<b>\$ 0</b>	<b>\$239,760</b>	<b>\$701,684</b>	<b>\$1,009,902</b>

ASSUMPTIONS:	
<b>Assumptions used in estimating expenditure include:</b>	
1. Contract Period(s):	2/1/2010 – 1/31/2014
2. Wage Adjustments & Effective Dates:	
<b>COLA:</b>	0% increase in 2011 90% CPI-W Seattle-Tacoma-Bremerton 1/1/2012 (1.63%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2013 (3.09%) 95% CPI-W Seattle-Tacoma-Bremerton 1/1/2014 (2.00% Assumed based on OEFA Forecast)
<b>Other:</b>	Boiler Supervisor Premium of \$50 per month for a total cost = \$1,800, electrical license maintenance cost increase of \$65, total cost = \$1,755 (these amounts are not included in the figures above)
<b>Retro/Lump Sum Payment:</b>	Retro COLA pay of approximately \$239,760 for all of 2012.
3. Other Wage-Related Factors:	
<b>Step Increase Movement:</b>	
<b>PERS/FICA:</b>	Payroll taxes estimated to be 14.98%.
<b>Overtime:</b>	None
4. Other Cost Factors:	