

AGREEMENT
by and between
KING COUNTY

and
JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

February 1, 2014 through December 31, 2016

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Appendix A: Pacific Northwest Regional Council of Carpenters, Local 30 35

Appendix B: International Association of Machinists and Aerospace
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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 Short-term Temporary Employee Benefits** -- Temporary employees are not entitled to
11 medical, dental, or leave benefits. However, a temporary employee may be eligible for participation
12 in the Union's Health and Welfare Trust as provided under the appendix, where applicable. The
13 temporary employee may also be eligible to receive other compensation provided under King County
14 Code, as amended, in the event the employee exceeds the rolling year working hours threshold. If the
15 Affordable Care Act grants temporary employees additional benefits beyond which they are currently
16 entitled, the County will abide by the new law.

17 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant
18 regular positions.

19 **5.6 COLA** - Cost of living adjustments will be in accordance with the attached Memorandum
20 of Agreement (Addendum A) addressing "Total Compensation Bargaining; 2015-2016 Budget; and
21 Cost of Living wage adjustments for King County Coalition of Labor Unions bargaining unit
22 members 2015-2016". The Council ratified MOA is adopted in its entirety as part of the collective
23 bargaining agreement.

24 **5.7 Out-of-Classification** - An employee may be temporarily assigned in writing by the
25 manager/designee to a higher paid classification under this Agreement when the higher-level duties
26 and responsibilities comprise the majority of the work performed. The employee will be paid at the
27 first STEP of the higher paid classification that provides an increase of at least five (5) percent above
28 his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out-of-

1 classification in excess of thirty (30) continuous days, all compensated hours will be at the higher rate
2 of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional rights.
3 An employee assigned by the manager/designee to perform the duties of a lower paid classification on
4 a temporary basis will not have a reduction of wages.

5 **5.8 Lead Assignment** - An employee may be temporarily assigned in writing by the
6 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)
7 percent above his/her base hourly rate of pay. In the event that the employee works as a lead in
8 excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This
9 provision will be superseded by lead level classifications in the attached appendices, if such
10 classifications have a higher wage rate than the employee's base hourly rate of pay.

11 **ARTICLE 6: HOURS OF WORK**

12 **6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
13 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and
14 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

15 **6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule
16 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive
17 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)
18 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or
19 a Sunday.

20 **6.1.2 Additional Work Schedules** - By mutual agreement, additional work schedules
21 may be established for each Appendix.

22 **6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of
23 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.

24 **6.2.1 Second Shift** - An employee assigned to work on a shift beginning between the
25 hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an
26 employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An
27 employee who is regularly assigned to the second shift will have all compensable time paid at the
28 higher rate of pay.

1 **6.2.2 Third Shift** - An employee assigned to work on a shift beginning between the
2 hours of 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an
3 employee assigned third shift will be his/her base hourly rate of pay plus fifteen (15) percent. An
4 employee who is regularly assigned to the third shift will have all compensable time paid at the higher
5 rate of pay.

6 **6.2.3 Overtime** - The additional hourly compensation (shift premium) paid to
7 employees assigned to second or third shift will not be paid for overtime hours worked by employees
8 who are assigned to first shift.

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

18 **6.3.1 Altering of Work Schedule** - No employee will have his/her work schedule
19 altered for the purpose of avoiding the payment of overtime except when an employee bids for such
20 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day
21 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for
22 working on Saturday and/or Sunday if the day(s) are part of his/her regular work schedule.

23 **6.4 Temporary Work Schedule and/or Shift Change** - The manager/designee may
24 temporarily change an employee's work schedule and/or shift for planned projects, for training and
25 for covering a shift due to an absence or vacancy. Such change will normally require at least fourteen
26 (14) calendar days notice to the employee, except when the County has less than fourteen (14)
27 calendar days notice and the change is made to cover an absence or vacancy.

1 **ARTICLE 7: OVERTIME AND PREMIUMS**

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

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

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

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

26 **7.4 Compensatory Time Off** - Compensatory time off will be by written mutual agreement
27 between the employee and the manager/designee. The request to earn compensatory time off must be
28 initiated by the employee. Compensatory time off is subject to accrual and use in accordance with the

1 Personnel Guidelines. Compensatory time off will be earned under the same conditions as overtime
2 in accordance with Section 7.1.

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

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

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

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

21 **7.8 Standby Premium** - An employee assigned to standby status on non-duty days, by
22 written authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime rate
23 for each twenty-four (24) hour period or major portion thereof while on standby status. Any work
24 performed on non-duty days while on standby status will be compensated at the overtime rate for
25 actual time worked. An employee who is required in writing to be readily available to be called into
26 work and/or who is required to wear a “beeper,” cell phone or other communication device outside of
27 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. One personal holiday shall be added to the vacation leave bank in the pay-period that
9 includes the first day of October and one personal holiday will be added in the pay-period that
10 includes the first day of November each year. These days will be used in the same manner as any
11 vacation day earned.

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

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

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

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

1 **ARTICLE 9: VACATIONS**

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

5

6 **EQUIVALENT ANNUAL VACATION**

7 **FOR FULL-TIME EMPLOYEE**

8

9

10 Full Years of Service (Beginning)	11 Working Days Per Year	12 Hours based on 40-hr workweek
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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 **ARTICLE 10: SICK LEAVE**

25 **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees
26 (hereinafter 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 per occurrence, 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 (or a child of an employee standing in loco parentis to the
19 child), sibling, child-in-law, parent-in-law, grandchild of the employee, employee's spouse or
20 employee's domestic partner.

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

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

1 The employee will report back to their manager/designee when dismissed from jury service.

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

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

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

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

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

22 **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall
23 continue to provide medical insurance coverage pursuant to the JLMIC cost share provisions for
24 active employees and their dependents for those months they are unable to work due to an on-the-job
25 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of
26 months of medical insurance coverage provided for under this Section shall not exceed twelve (12)
27 months or the number of months for which the employee continues to receive paid sick leave and/or
28 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 but not limited to grievance investigations, attending grievances, attending labor
21 management meetings, official contract negotiations (number of employees to be determined at the
22 bargaining teams at the onset of negotiations) Weingarten and Loudermill meetings during his/her
23 regular scheduled shift, without a loss of regular compensation, if excused from work by the
24 employee's manager/designee.

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

1 **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible
2 employees for the term of this Agreement.

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

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

17 **14.15 Use of Term-Limited Temporary Employees** - The County will notify the Union
18 when it hires a term-limited temporary employee. The notice will include the classification, division
19 hired, basis for the hire and expected length of employment. The County will meet with the Union, if
20 requested, within fourteen (14) days following such request. Term-limited temporary employees may
21 be given annual Step increase in accordance with King County Personnel Guidelines and Policy.

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

1 increase of pay for any employees covered by this Agreement.

2 **14.17 Camera Usage** – The County expressly agrees that any real time viewing is for
3 operational reasons and will not be used for surveillance of employees for the purpose of disciplinary
4 action. The County will not request copies of camera footage from IT for the purpose of disciplinary
5 action unless it has a documented good-faith reason to do so, based upon a reasonable suspicion an
6 employee has committed an offense that could result in discipline. The County agrees not to request
7 or view camera footage, without any other evidence, involving an employee who may have
8 committed a violation of some rule or policy which could result in disciplinary action (no fishing
9 expeditions). The County agrees to comply with requests from the Union for camera footage where
10 discipline or the potential to issue discipline exists.

11 **ARTICLE 15: GRIEVANCE PROCEDURE**

12 **15.1 Purpose** - The County and the Union recognize the importance and desirability of
13 settling grievances promptly and fairly in the interest of continued good employee relations and
14 morale. In furtherance of this objective, the County and the Union will extend every effort to settle
15 grievances at the lowest possible level of supervision.

16 **15.2 No Discrimination** - Employees will be unimpeded and free from restraint, interference,
17 coercion, discrimination or reprisal in seeking adjudication of their grievances.

18 **15.3 Grievance Definition** - A grievance will be defined as an issue relating to the
19 interpretation and application of rights, benefits, or conditions of employment as contained in this
20 Agreement.

21 **15.4 Exclusive Representative** - The Union will not be required to press employee
22 grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition
23 and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union
24 will be the exclusive representative of the employee.

25 **15.5 Access to Grievance Procedure** - Employees, whether Union members or not, will
26 have no independent unilateral privilege or right to invoke the grievance procedure; however, an
27 employee's complaint may be presented to his/her supervisor. If the issue is not resolved, it may be
28 referred to STEP 1.

1 **15.6**

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

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

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

23 **15.7 Arbitration** - Should the Committee be unable to resolve the grievance, either the
24 County or the Union may make a written request of the other party for arbitration within thirty (30)
25 calendar days following the Committee's written decision. The written request for arbitration must
26 specify the exact question to be arbitrated, the provision(s) of the Agreement allegedly violated and
27 the remedy sought.

28 **15.7.1 Selection Process** - The representatives for the parties will select a third

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

9 **15.7.2 Arbitrator's Authority Limited** - The arbitrator will have no power to add to,
10 subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new
11 agreements, but will have the power only to apply and interpret the provisions of this Agreement in
12 reaching a decision.

13 **15.7.3 Arbitration Expenses** - The arbitrator's fee and expenses will be paid equally
14 by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in
15 advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees
16 of its representatives including attorney's fees and the expenses of any witnesses appearing on its own
17 behalf, regardless of the outcome of the arbitration.

18 **15.8 Timelines** - Timelines under this Article may be extended by mutual agreement of the
19 parties responsible for addressing the grievance at each STEP. Unless mutually agreed between the
20 parties responsible for addressing the grievance at each STEP no grievance STEP may be by-passed.

21 **15.9 Mediation** - Either party can request mediation of the other party prior to arbitration. If
22 both parties agree to mediation, an impartial and mutually agreed upon mediation service will be used
23 to mediate the grievance. In the event that the grievance is not resolved in mediation, either party
24 may proceed to arbitration.

25 **15.10 Grievances of Disciplinary Action** - Regular employees are subject to a just cause
26 standard for discipline or discharge. The provisions of this Article will not apply to probationary,
27 temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

28 **15.11 Resolutions are Final and Binding** - The disposition and/or settlement of any

1 grievance or other matter in dispute as determined by and between the Union and the County will be
2 final and binding upon all parties to the dispute.

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

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

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

21 **16.3 Discipline** - Any employee participating in such work stoppage or in other ways
22 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
23 the County's work rules up to and including discharge, suspension, or other disciplinary action as
24 may be deemed applicable to such employee.

25 **ARTICLE 17: WAIVER CLAUSE**

26 **17.1** The parties acknowledge that each has had the unlimited right within the law and the
27 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
28 collective bargaining. The results of the exercise of that right and opportunity are set forth within this

1 Agreement. This Agreement may be opened in its entirety or in part, by mutual agreement of the
2 parties during the life of this Agreement.

3 **ARTICLE 18: SAVINGS CLAUSE**

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

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1 **ARTICLE 19: DURATION**

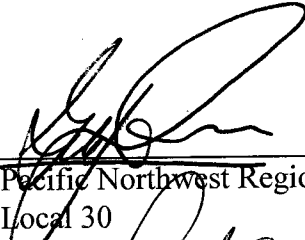
2 **19.1 Duration** - This Agreement will become effective upon full and final ratification and
3 approval by formal requisite means by the King County Council and covers the period from
4 February 1, 2014 through December 31, 2016.

5 **19.2 Reopener Clause** - Contract negotiations for the succeeding contract may be initiated by
6 either party by providing to the other written notice of its intention to do so at least sixty (60) days
7 prior to December 31, 2016.

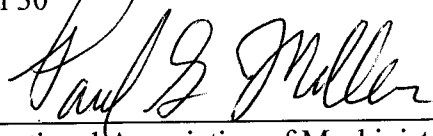
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10 APPROVED this 30 day of SEPTEMBER, 2015.

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14 By: 
15 King County Executive

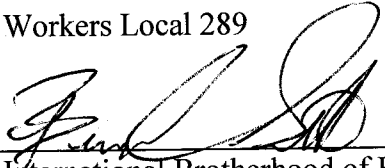
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By: 
Pacific Northwest Regional Council of Carpenters
Local 30


Date: 8/12/15

By: 
International Association of Machinists and Aerospace
Workers Local 289

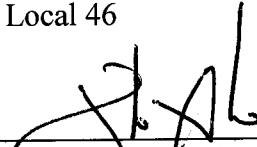
Date: 8/17/15

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

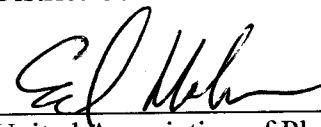
Date: 8-12-15

By: 
International Brotherhood of Electrical Workers
Local 46

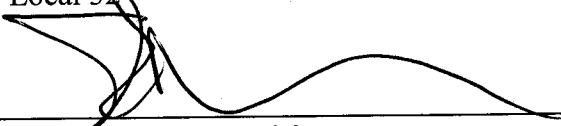
Date: 08/12/2015

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


Date: 8/13/2015

By: 
United Association of Plumbers and Pipefitters
Local 32

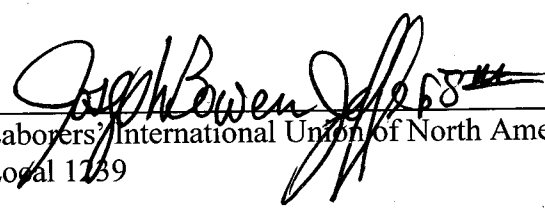
Date: 08/12/2015

By: 
UNITEHERE! Local 8

Date: 8/15/15

By: 
International Union of Operating Engineers
Local 286

Date: 8/13/2015

By: 
Laborers' International Union of North America
Local 1239

Date: 08/14/2015

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APPENDIX A

Pacific Northwest Regional Council of Carpenters Local 30

Union Code: T4L

APPENDIX A: Pacific Northwest Regional Council of Carpenters Local 30

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8100100	811103	Carpenter I	48	1-2-3-4-5 *
8100300	811203	Carpenter I - Lead	51	1-2-3-4-5 *
8100200	811303	Carpenter II	52	1-2-3-4-5 *

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

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

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

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

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

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

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

7 **A.7 Assignment of Overtime - (A.7 applies only to the King County Roads Division**
8 **Carpenter Group.)** Unscheduled overtime and non-project overtime will be offered first to the most
9 senior Carpenter and if declined to the next most senior Carpenter until the offer is accepted. Should
10 there be no Carpenter willing to accept the overtime assignment the least senior Carpenter will be
11 required to staff the overtime assignment. This overtime list (“wheel”) methodology requires that
12 those carpenters that decline the overtime assignment fall to the bottom of the overtime wheel as the
13 cycle continues. This overtime wheel methodology will not be ordinarily utilized for scheduled
14 projects that incur overtime. It is the intent of the parties that carpenters working overtime on
15 scheduled projects remain on the project’s overtime assignment whenever possible. Should a need
16 arise requiring the replacement of a carpenter on a project overtime assignment the County will utilize
17 the overtime wheel whenever practicable. Should the County determine that the utilization of the
18 overtime wheel to be impracticable for scheduling project overtime, it may at its discretion directly
19 assign the project overtime to a carpenter of its choosing.

20 **A.8 Work Clothing** – The County shall provide “double front” work pants to Carpenters
21 employed by the Roads Services Division. Furthermore, the parties agree to convene a Labor-
22 Management Committee in affected Departments as soon as feasible after the implementation of this
23 Agreement for the purpose of discussing types of clothing most appropriate for the Carpenters in that
24 particular work unit.

25 **A.9 Western Washington Training Trust** – The County and the Pacific Northwest
26 Regional Council of Carpenters agree to continue discussions concerning contributions to the
27 Western Washington Training Trust for Journeyman Carpenter Skill Enhancement training contingent
28 upon the Training Trust’s future decisions on how to create a process and the cost for public sector
employer access. Furthermore, the parties agree to continue discussions concerning the application of
the Western Washington Apprenticeship Training Program for the purpose of succession planning.

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APPENDIX B

International Association of Machinists and Aerospace

Workers Local 289

Union Code(s): T2Q
T3Q

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

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8431100	845402	Heavy Equipment Body Repair Technician	50	1-2-3-4-5 *
8410200	841204 (T3Q) 841203 (T2Q)	Mechanic/Automotive Machinist I	45	1-2-3-4-5 *
8411200	870901	Mechanic/Automotive Machinist I-HD	50	1-2-3-4-5 *
8410300	841302	Mechanic/Automotive Machinist II	49	1-2-3-4-5 *
8411300	870102	Mechanic/Automotive Machinist II-HD	54	1-2-3-4-5 *
8422100	843102	Millwright	50	1-2-3-4-5 *

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

B.1 Steps - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program in the craft hired, or a State recognized Certificate of Completion in Automotive Mechanics Technology and three (3) years of documented experience in the field, or holds a Master ASE Certification and five (5) years documented experience in the field will start at Step 3 and advance to Step 5 on successful completion of probation. This provision shall only apply to newly hired employees on or after the date this Agreement is adopted by ordinance.

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

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

6 **B.3 ASE Certification** – Effective January 1, 2015, all employees who hold either one-half
7 (1/2) of the ASE certificates for master mechanic certification in his/her classification or a full ASE
8 master mechanic certification for his/her classification will receive one of the following hourly pay
9 premiums as follows:

	One-half (1/2) certificate	One full certificate
Machinist I	.80	1.80
Machinist II	.90	1.80
HD I (including Heavy Equipment Body Repair Technician and Millwright positions)	.90	2.05
HD II	1.00	2.05

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16 The parties agree that except for the 2016 COLA, the ASE Premium shall be increased by the
17 same percentage as the COLA adjustment each year.

18 The ASE certificates/certification must be valid in order to receive the premium. The
19 premium is to be paid in addition to the employee's regular, base hourly rate of pay for all
20 compensated hours. The County will only pay once for each ASE test taken. The Union agrees to
21 work with the Fleet Division to ensure it obtains and maintains ASE shop certification for all shops.

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

27 **B.4 Tool Allowance** - The County will reimburse up to five hundred dollars (\$500.00)
28 annually (no carry-over) for approved replacement tools or specialty tools not otherwise provided by

1 the County. The Union and the County will meet and confer on the repair of employee owned power
2 tools used for work.

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

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

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

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

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

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

24 **B.8.3 Transition to Alert** - Transition to Alert may occur during an employee's
25 regularly scheduled work day. In such cases, employees may be sent home before the end of the
26 regular shift in order to get rest prior to the start of their Alert shift, or may be required to stay on
27 his/her regular shift until the start of the Alert shift. The decision to send an employee home or
28 require him/her to remain at work will be determined by the County based on operational and safety

1 considerations, taking into consideration the desire of the employee. If the employee requests and is
2 approved to be relieved from his/her regular shift, he/she may use accrued vacation leave,
3 compensatory time, or leave without pay for that portion of the regular shift he/she did not work. If
4 the employee is relieved by management from his/her regular shift, the employee will be compensated
5 for the remainder of the shift.

6 **B.8.4 Employees on leave** - If an employee is on leave when an alert status shift is
7 called, he/she will not be called to work unless it is operationally necessary to do so. Employees who
8 have been pre-approved for leave may be relieved from Alert when the leave is scheduled to begin
9 unless the employee elects to cancel or postpone the start of the leave or is operationally necessary
10 due to emergent conditions for management to cancel the leave. In the event that an employee's
11 approved prescheduled leave is cancelled due to Alert, the County agrees to reimburse the employee's
12 documented unreimbursed travel expenses that are directly attributed to the cancelled leave.

13 **B.8.5 Compensation**

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

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

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

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

1 accordance with Sections 9.1 and 10.1, respectively.

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

4 **6. Compensation and Breaks While on an Alert Status Shift** - An
5 employee who is assigned to work an Alert shift will be compensated for all hours assigned to the
6 shift inclusive of all meal periods and breaks. The County will try to provide meal and rest periods in
7 accordance with State regulations during an employee's Alert shift. The County and Union agree that
8 by this section and RCW 49.12.187 the County may deviate from the meal periods and rest breaks
9 contemplated in State regulations and that the employees' meal and rest periods may be missed due to
10 work requirements. If a meal or rest period is missed, no additional pay will be provided.

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

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.

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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*

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

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

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

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

3 **C.6 Welding Certification Pay** - A regular employee who holds either AWS or WABO
4 Certifications shall receive a premium of one dollar (\$1.00) per hour. The premium will be paid in
5 addition to the employee's regular, base hourly rate of pay for all compensated hours.

6 **C.7 Certification Examinations** - The County will, when feasible, adjust the work schedule
7 of eligible employees who do not work a day shift in order to allow the employee to take
8 examinations to acquire or maintain an AWS or WABO certification. If a schedule adjustment is not
9 feasible, the County will approve vacation leave or compensatory time off, at the employee's option,
10 provided the employee submits a request with sufficient advanced notice.

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1 **APPENDIX D**

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

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

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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 Puget Sound Electrical Workers' Healthcare 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. The parties agree to utilize or convene a special
6 Labor Management Committee in affected Departments as soon as feasible after implementation of
7 the Agreement for the purpose of discussing fire retardant clothing.

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

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

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

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

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

1 certificate renewed or is terminated from employment. If the career service employee in the
2 classification of Electrician Lead or Electrician II loses their 01 certificate, the employee may, at
3 management's discretion, be reassigned to perform work as an Electrician I until their certificate is
4 renewed within 60 calendar days and will be terminated from employment if the employee fails to
5 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.

8

9 Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
10 8101100	812102	Painter I	47	1-2-3-4-5 *
11 8101300	812202	Painter I – Lead	50	1-2-3-4-5 *
12 8101200	812301	Painter II	51	1-2-3-4-5 *
13 8103100	813401	Sign Painter I	47	1-2-3-4-5 *
14 8103200	813501	Sign Painter II	51	1-2-3-4-5 *

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

16

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 may be hired at Step 3 or
21 higher at the County’s discretion. (Adds to Section 5.2) The County will pay the full hourly
22 contribution rate into the Painters’ Health and Welfare Trust on behalf of the employee for each hour
23 in pay status.

24 **E.2.1 Term-limited Temporary Employees** - A term limited employee will be hired
25 at Step 3 or higher at the employer’s discretion. Employees may advance to the next step after their
26 one year review, at the County’s discretion.

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

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

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

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

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.

10 Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
11 9202100	923101	Irrigation Specialist/Plumbing and Mechanical I	52	1-2 *
12 8500000	850002	Plumber Helper	37	1-2-3-4-5 **
13 8500100	851102	Plumbing and Mechanical I	52	1-2 *
14 8500300	851301	Plumbing and Mechanical I (Lead)	55	1-2*
15 8500200	851201	Plumbing and Mechanical II	56	1-2 *
16 5319100	534101	Plumbing Inspector	55	1-2 *
17 5319200	534201	Plumbing Inspector - Senior	59	1-2 *
18 * These Steps equate to Steps 6-10 on the King County "Squared" Pay Schedule.				
19 ** These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

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

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

28 **F.3 Licenses** - The County will pay the actual cost of any license required by the County,

1 except a Commercial Driver's License. The County also agrees to reimburse the employee for the
2 actual cost of maintaining the license not to exceed one hundred seventy-five dollars (\$175.00) during
3 the term of the Agreement.

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

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

8 **F.6 Backflow Certification** – When the County requires an employee to have a backflow
9 certification, the employee shall be provided paid release time during their regularly scheduled work
10 if necessary to complete the course and receive certification and to also reimburse the employee for
11 the costs of training and actual certification, upon completion.

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APPENDIX G
UNITEHERE! Local 8

Union Code(s): T2A
T3A

APPENDIX G: UNITEHERE! Local 8

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

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

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

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

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

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

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

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

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

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

1 opportunities.

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

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

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

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

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

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

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

1 **APPENDIX H**

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

3 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.

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8502100	853102	Operating Engineer I	45	1-2-3-4-5 *
8502200	853303	Operating Engineer II	50	1-2-3-4-5 *
8502400	853602	Operating Engineer II - Lead	53	1-2-3-4-5 *
8502300	853401	Operating Engineer III	54	1-2-3-4-5 *

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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 five (5) 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.

18 **H.9 Disturbance Pay/Phone Consultation** - In the event an employee is called by either the
19 Employer or an authorized representative of the Employer to work on a resolution for an after-hours
20 emergency utilizing his/her expertise to attempt to resolve a problem (whether by phone or other
21 electronic means, not on site) shall be paid a minimum of one (1) hour of work or for the hours
22 actually worked, whichever is greater at the overtime rate. It is understood by the parties that
23 multiple phone calls within the work day are not compensable at the minimum one (1) hour rate. In
24 the event the employee is required to report to the worksite, then the Disturbance Pay shall be
converted to a call-out, pursuant to Section 7.6.1, with a start time matching the initial call.

25 **H.10 Vehicle Backup Cameras** - The County agrees to provide vehicle backup cameras for
26 all County vehicles utilized by bargaining unit members to help prevent accidents and to ensure
safety.

27 **H.11 Safety Footwear** - The County will require all bargaining unit members to wear safety
28 footwear at all times during the course of their duties.

1 **APPENDIX I**

2 **Laborers' International Union of North America Local 1239**

3 Union Code(s): T2S

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

6 This APPENDIX modifies the Agreement by adding to, modifying or supplanting specific
7 provision(s) therein.
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10 Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
11 9440100	942103	Utility Worker I	35	1-2-3-4-5 *
12 * These Steps equate to Steps 2-4-6-8-10 on the King County "Squared" Pay Schedule.				

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

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

MEMORANDUM OF AGREEMENT BY AND BETWEEN KING COUNTY AND THE UNDERSIGNED UNIONS

ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016 BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

ADDENDUM A

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements ("wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current collective bargaining agreements (CBAs) are "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a "Total Compensation" agreement that will be effective January 1, 2017 or later, as agreed to by the parties. "Total Compensation" elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these "Total Compensation" elements as well as county initiatives that include but are not limited to "Employer of the Future" and "Standards." It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of "Total Compensation") is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA "rolled over" and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of "Total Compensation" prior to June 27, 2014, there may be increases or decreases in certain elements of "Total Compensation" in those collective bargaining agreements. Additionally, the Coalition "Administrative Support" Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

ADDENDUM A

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

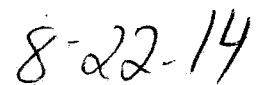
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. 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; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



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



Date

ADDENDUM A

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

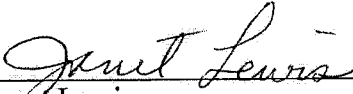
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Joint Crafts Council

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
350	JCC	Construction Crafts

For Joint Crafts Council:



Janet Lewis
Joint Crafts Council Co-Chair

8/21/14
Date

For Joint Crafts Council:

Jeff Skillman
Joint Crafts Council Co-Chair

Date

ADDENDUM A

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Joint Crafts Council

Ratified by the Members covered by the Contracts listed below:

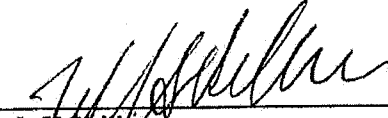
cba code	Labor Organization	Contract
350	JCC	Construction Crafts

For Joint Crafts Council:

Janet Lewis
Joint Crafts Council Co-Chair

Date

For Joint Crafts Council:



Jeff Skillman
Joint Crafts Council Co-Chair

8/20/14

Date

ADDENDUM A

ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

ADDENDUM A

ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

ADDENDUM A

ADDENDUM A

5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

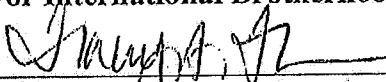
Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

ADDENDUM A

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6. This Agreement shall remain in effect through December 31, 2013.

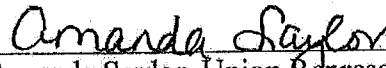
For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson, Secretary-Treasurer

4/25/11
Date

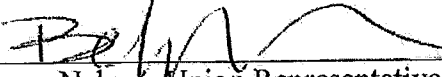
For Office & Professional Employees International Union, Local 8:



Amanda Saylor, Union Representative

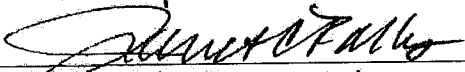
4/25/11
Date

For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

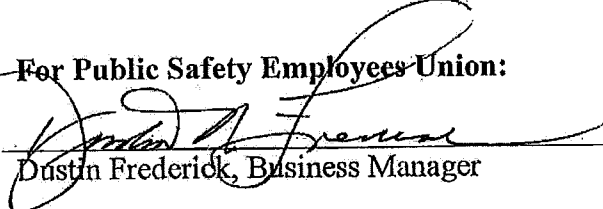
4/26/11
Date



Janet Parks, Union Representative

4/25/11
Date

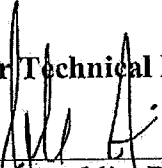
For Public Safety Employees Union:



Dustin Frederick, Business Manager

4/25/11
Date

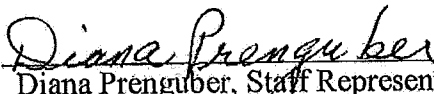
For Technical Employees Association:



Ade Franklin, President

4.27.11
Date

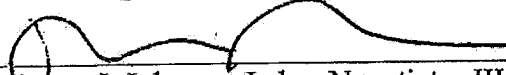
For Washington State Council of County and City Employees, Council 2:



Diana Prenguber, Staff Representative

4-25-11
Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11
Date