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2			by and between
3			KING COUNTY
4			and
5			JOINT CRAFTS COUNCIL
6			(Representing Construction Crafts Employees)
7			January 1, 2018 through December 31, 2020
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AGREEMENT 1 2 by and between KING COUNTY 3 and 4 5 JOINT CRAFTS COUNCIL (Representing Construction Crafts Employees) 6 7 January 1, 2018 through December 31, 2020 These articles constitute an agreement, the terms of which have been negotiated in good faith 8 between King County (County) and the Joint Crafts Council (Union), whose members are listed 9 under Article 19 - Duration. This agreement shall be subject to approval by ordinance by the 10 Metropolitan County Council (Council) of King County, Washington. 11 12 ARTICLE 1: PURPOSE 1.1 The purpose of this Agreement is to promote the continued improvement of the 13 relationship between the County and its employees through their Union. The Articles of this 14 15 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees. 16 **ARTICLE 2: NON-DISCRIMINATION** 17 2.1 The County and the Union agree that they will not unlawfully discriminate in employment against any employee by reason of race, color, age, sex, marital status, sexual 18 19 orientation, creed, religion, ancestry, national origin, religious affiliation, gender identity, gender 20 expression, or disability. ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP 21 22 3.1 Recognition - The County recognizes the Union as the exclusive bargaining representative of all regular, probationary, term-limited temporary and temporary employees whose 23 24 iob classifications are in the work units listed in the attached Appendices. 25 3.2 Dues and Fees - It will be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement 26 will remain members in good standing and those who are not members on the effective date of this 27

Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and

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remain members in good standing in the Union or pay fees to the Union to the extent permitted by 1 2 3 4 5 6 7 8 9 10 11 12

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

- 3.3 Separation Failure by an employee to satisfy the requirements of Section 3.2 will constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a written request for discharge and verifies that the employee received written notification of the delinquency including the amount owing, the method of calculation, and the notification that the nonpayment after a period of no less than seven (7) days will result in discharge by the County. A copy of each written notification will be mailed to the County concurrent with its mailing to the employee.
- **3.4 Payroll Deduction** Upon receipt of written authorization individually signed by an employee, the County will have deducted from the pay of such employee the amount of dues and initiation fees as certified by the Union and will transmit the amount to the Union.
- 3.5 Indemnification The Union will indemnify and hold the County harmless against any claims made and against any suit instituted against the County on account of any check-off of dues and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in error upon presentation of proper evidence thereof.
- 3.6 Notice of Recognition The County will require all new employees hired, transferred, or promoted into a position included in the bargaining unit to sign a form which will inform them of the

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

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

ARTICLE 4: MANAGEMENT RIGHTS

- **4.1 General** The Union recognizes the prerogatives of the County to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority, subject to the terms and conditions of this Agreement.
- **4.2 Rights Enumerated** Unless modified by this Agreement, the County shall have the right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train, layoff, and discipline and discharge regular employees for just cause; direct and assign the work; assign employees to work locations within the division; develop and modify classification specifications; allocate positions to those classifications; allocate employees to those positions; determine work shifts and work schedules; schedule and assign overtime work; establish the methods, means and processes by which work is performed; establish rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper functioning of the work units.

ARTICLE 5: CLASSIFICATIONS AND RATES OF PAY

- 5.1 Wage Rates The classifications of employees covered by this Agreement and the corresponding rates of pay are set forth within Appendices "A" through "I" which are attached hereto and made a part of this Agreement.
- 5.2 STEP Advancement A regular employee may be hired at STEP 1 of the wage range provided under the appendix covering the classification or above STEP 1 as provided under the County's Personnel Guidelines. Upon completion of the probationary period for the initial hire into

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

- 5.3 <u>STEP on Promotion</u> A regular employee who is promoted from one classification to a higher paying classification will be placed into the pay STEP providing no less than a four and one-half (4-1/2) percent increase in his/her base hourly rate of pay not to exceed the top pay STEP of the higher paying classification.
- 5.4 Short-term Temporary Employee Benefits Temporary employees are not entitled to medical, dental, or leave benefits. However, a temporary employee may be eligible for participation in the Union's Health and Welfare Trust as provided under the appendix, where applicable. The temporary employee may also be eligible to receive other compensation provided under King County Code, as amended, in the event the employee exceeds the rolling year working hours threshold. If the Affordable Care Act grants temporary employees additional benefits beyond which they are currently entitled, the County will abide by the new law.
- **5.5** <u>Temporary/Regular Positions</u> Temporary employees will not be used to supplant regular positions.
- 5.6 <u>General Wage Increase (GWI)</u> General Wage Increase (GWI) adjustments will be in accordance with the Coalition of Unions 2017-2018 Total Compensation Agreement as well as MLA Article 29. The Parties acknowledge that either party may raise compensation issues at Total Compensation Bargaining in 2018, per MLA Article 29.3 (e.g. range adjustments, etc.).
- 5.7 <u>Out-of-Classification</u> An employee may be temporarily assigned in writing by the manager/designee to a higher paid classification under this Agreement when the higher-level duties and responsibilities comprise the majority of the work performed. The employee will be paid at the first STEP of the higher paid classification that provides an increase of at least five (5) percent above his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out-

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

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

ARTICLE 6: HOURS OF WORK

- 6.1 <u>Standard Five-Eight (5-8) Work Schedule</u> The standard work schedule will consist of five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and not to exceed forty (40) hours per workweek, Monday through Friday inclusive.
- 6.1.1 <u>Four-Ten (4-10) Work Schedule</u> There may be established a work schedule comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10) work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or a Sunday.
- **6.1.2** <u>Additional Work Schedules</u> By mutual agreement, additional work schedules may be established for each Appendix.
- **6.2** First Shift An employee assigned to work on a shift beginning between the hours of 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.
- 6.2.1 Second Shift An employee assigned to work on a shift beginning between the hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An employee who is regularly assigned to the second shift will have all compensable time paid at the higher rate of pay.

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

- **6.2.3** Overtime The additional hourly compensation (shift premium) paid to employees assigned to second or third shift will not be paid for overtime hours worked by employees who are assigned to first shift.
- 6.3 <u>Bid Postings</u> Except in situations where the shift or schedule was established pursuant to the Alternative Work Arrangement Policy, all newly established or changed regular work schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted on work site bulletin boards. Employees within the specific classification in the affected work unit will have the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent adequate interest, the County may assign employees within the classification in the affected work unit to the remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to work schedules or shifts will normally require a fourteen (14) calendar days notice to affected employees. Work units are defined in each Appendix.
- 6.3.1 <u>Altering of Work Schedule</u> No employee will have his/her work schedule altered for the purpose of avoiding the payment of overtime except when an employee bids for such change as provided in Section 6.3. No employee will be required to work on his/her scheduled day off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for working on Saturday and/or Sunday if the day(s) are part of his/her regular work schedule.
- 6.4 <u>Temporary Work Schedule and/or Shift Change</u> The manager/designee may temporarily change an employee's work schedule and/or shift for planned projects, for training and for covering a shift due to an absence or vacancy. Such change will normally require at least fourteen (14) calendar days notice to the employee, except when the County has less than fourteen (14) calendar days notice and the change is made to cover an absence or vacancy.

ARTICLE 7: OVERTIME AND PREMIUMS

- 7.1 Overtime An employee on a 5-8 work schedule will be compensated at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay (overtime rate) for all additional hours worked in excess of the eight (8) regular compensated hours per day or the forty (40) regular compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).
- 7.1.1 An employee on a 4-10 work schedule will be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay (overtime rate) for all additional hours worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).
- 7.2 <u>Scheduled overtime work</u> Scheduled overtime work normally will be offered to full-time regular, then part-time regular employees prior to all other employees except in those instances where regular employees are not readily available, or when it is an extension of the workday for an employee or work crew, or as provided in an Appendix to this Agreement. Readily available is defined as the employee not being on a leave status and is present at work or at home when called at the time the overtime work is being scheduled and is in the work unit in which the overtime will be worked.
- 7.3 <u>Eight (8) Hour Break</u> An employee who is called in to work prior to his/her next regularly scheduled shift and works no less than twelve (12) hours overtime without at least eight (8) hours break before the start of his/her next regularly scheduled shift will, upon request, be relieved of any requirement to work his/her next regularly scheduled shift. The employee can be directed by the County, for safety reasons, to not work his/her next regularly scheduled shift. In either of the above instances, the employee will receive overtime pay for all such overtime hours worked but may receive no pay for the regularly scheduled shift from which he/she was relieved.
- 7.4 <u>Compensatory Time Off</u> Compensatory time off will be by written mutual agreement between the employee and the manager/designee. The request to earn compensatory time off must be initiated by the employee. Compensatory time off is subject to accrual and use in accordance with

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

- 7.5 Overtime Authorization All overtime will be authorized in advance by the manager/designee in writing, except in emergencies. Saturday and Sunday work will not be considered overtime when it is a regularly scheduled workday for the employee.
- 7.6 <u>Callout Premium</u> A minimum of four (4) hours at the overtime rate will be paid for each callout. Where such overtime exceeds four (4) hours, the actual hours worked will be paid at the overtime rate.
- 7.6.1 <u>Callout</u> A "callout" will be defined as a circumstance where an employee has left the work premises and is subsequently required to report back to work prior to his/her normally scheduled shift. An employee who is called out before the commencement of his/her regular shift will be compensated in accordance with the provisions of Section 7.6; provided, however, in the event the employee is called back to work within four (4) hours of his/her regular shift, the employee will be compensated at the overtime rate for only the hours immediately preceding the start of his/her regular shift.
- 7.6.2 Technical Call-out: In the event an employee is called by either the Employer or an authorized representative of the Employer to work on a resolution for an after-hours emergency utilizing his/her expertise to attempt to resolve a problem (whether by phone or other electronic means, not on site) shall be paid a minimum of one (1) hour of work or for the hours actually worked, whichever is greater at the overtime rate. It is understood by the parties that multiple phone calls within the work day are not compensable at the minimum one (1) hour rate. In the event the employee is required to report to the worksite, then the Technical Call-out shall be converted to a Call-out, pursuant to Section 7.6.1, with a start time matching the initial call.
- 7.7 Emergency Work Premium Emergency work other than the normal scheduled shift or special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be compensated as overtime. In the event this overtime work is accomplished prior to the normal working hours and the employee subsequently works his/her regular shift, the regular shift will be compensated at the employee's regular, hourly rate of pay.

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

ARTICLE 8: HOLIDAYS

See also MLA Article 10.

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

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

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

9.1.1 <u>Part-time Employees</u> - Leave eligible employees who work a part-time work schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Section 9.1, prorated to reflect their normally scheduled work week.

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

- 9.3 Maximum Accrual See also MLA Article 9. Leave eligible employees will use vacation leave beyond the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond the maximum amount, unless the employee has received approval in accordance with County policies and procedures to carry over vacation time in excess of the maximum amount.
- 9.4 Vacation Eligibility A leave eligible employee cannot take or be paid for vacation leave until he/she has successfully completed his/her first six (6) months of County service in a leave eligible position. If a leave eligible employee leaves County employment prior to successfully completing his/her first six (6) months of County service in a leave eligible position, he/she will forfeit and not be paid for accrued vacation leave. Except as modified by a VEBA agreement, a leave eligible employee will be paid for accrued vacation leave to his/her date of separation up to the maximum accrual amount if the employee has successfully completed his/her first six (6) months of County service and is in good standing. Payment will be the accrued vacation leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings.
- 9.5 A leave eligible employee will not use or be paid for vacation leave until it has accrued and such use or payment is consistent with the provisions of this Article.
- 9.6 Outside Employment No employee will work for compensation for the County in any capacity during the time that the employee is on vacation leave.
- 9.7 Partial Day Increments Vacation leave may be used in one-quarter (1/4) hour increments at the discretion of the manager/designee.
- 9.8 Payment to Assigns and Heirs In cases of separation from County employment by death of an employee with accrued vacation leave and who has successfully completed his/her first six (6) months of County service in a leave eligible position, payment of unused vacation leave up to the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as

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- 9.9 Vacation Scheduling The manager/designee will be responsible for scheduling the vacation of employees in such a manner as to achieve the greatest vacation opportunity for the employees while maintaining the efficient functioning of the work unit.
- 9.10 Notification While on Paid Vacation or Compensatory Time Off If a leave eligible employee is injured or becomes ill while on paid vacation or compensatory time off, in order to receive sick leave for that time, he/she must notify the manager/designee on the first day of the injury or illness, either by telephone, email, text message, fax, or by letter postmarked the first day of the injury or illness. However, if it is physically impossible to give the required notice on the first day, notice must be sent as soon as possible and must be accompanied by an acceptable showing of reasons for the delay. A doctor's statement or other acceptable proof of the injury or illness, while on vacation or compensatory time off must be presented regardless of the number of days involved.
- **9.11** If a regular or probationary (who has previously achieved career service status) employee resigns from County employment or is laid off and subsequently returns to County employment within two (2) years from such resignation or lay off, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate under Section 9.1.
- 9.12 Term-Limited Temporary Employees A term-limited temporary employee who, contiguous with his/her term-limited temporary employment becomes a regular employee shall have his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate will be determined based on his/her date of hire in the term-limited temporary position.

ARTICLE 10: SICK LEAVE

See also MLA Article 11.

- 10.1 Sick Leave Regular, probationary, provisional and term-limited temporary employees (hereinafter referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours per month. The employee is not entitled to sick leave if not previously earned.
- 10.2 Vacation as an Extension of Sick Leave During the first six (6) months of service in a leave eligible position, leave eligible employees may use accrued vacation leave in accordance with

the Washington State Family Care Act or, at the manager/designee's discretion, use any accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the County upon termination.

- **10.3** <u>Partial Day Increments</u> Sick leave may be used in one quarter (1/4) hour increments at the discretion of the manager/designee.
- **10.4** <u>Unlimited Accrual</u> There will be no limit to the hours of sick leave benefits accrued by a leave eligible employee.
- 10.5 <u>Restoration following Separation</u> Separation from employment except by reason of retirement or layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave eligible employee as of the date of separation. Should a regular employee resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two (2) years, his/her accrued sick leave will be restored.
- 10.6 Pay upon Separation Except as modified by a VEBA agreement a regular or probationary (who has previously achieved career service status) employee who has successfully completed at least five (5) years of County service and who retires as a result of length of service or who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. Retire as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan immediately upon terminating County employment.
- 10.7 <u>Leave Without Pay for Health Reasons</u> An employee must use all of his/her sick leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under the County's workers compensation program, then the employee has the option to augment or not augment time loss payments with the use of accrued sick leave.
- 10.8 <u>Leave Without Pay for Family Reason</u> For a leave for family reasons, the employee will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when

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Labor Management Committee.

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

ARTICLE 13: SENIORITY - LAYOFF AND RECALL

- 13.1 Seniority Rights Regular employees will be afforded the right to utilize their seniority as hereinafter defined for the purposes specifically provided for within this Agreement.
- 13.2 **Probation** An employee will be recognized as having attained seniority and regular employee status when such employee has completed a probation period equivalent of six (6) months worked in a career service position based on a full-time work schedule in a classification covered by this Agreement. Probation is also served when an employee is recalled from layoff, transfers or is rehired, demoted or promoted. The probation period may be extended by the manager/designee not to exceed a total of twelve (12) months worked. The County will notify the Union of a probation extension. Upon completion of the probation period, the employee will be assigned a classification seniority date which will be the date when he/she first commenced his/her probation for that classification. An employee working less than a full-time work schedule will have his/her probation prorated based on the full-time work schedule for the work unit.
- 13.2.1 An employee who is recalled from layoff within two (2) years, or is rehired within one (1) year will have his/her classification seniority restored upon successful completion of probation.
- 13.2.2 The movement of an active, career service employee to a different work unit, work crew, or work site within the same division will not be considered a transfer that requires a probation period, if the employee continues in the same job classification with substantially the same duties.
 - 13.2.3 Resumption of Probationary Period Upon Recall From Layoff In the

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

- 13.3 <u>Seniority Accrual While on Leave Due to Illness or Injury</u> An employee will continue to accrue seniority during an absence caused by an industrial injury or illness. An employee who is unable to work because of a non-work related injury or illness will not accumulate seniority during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to eighteen (18) workweeks of the qualified unpaid leave period.
- 13.3.1 <u>Seniority Accrual While on Leave Without Pay</u> An employee on an approved unpaid leave of absence in excess of thirty (30) calendar days will not accumulate seniority credits during such absence except as provided under Section 13.3.
- 13.4 <u>Promotion and Transfer</u> When a regular employee is promoted or transferred out of the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority which he/she had on the date of the promotion or transfer.

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

13.5 Seniority will be defined as follows:

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

under this Article.

- "Division Seniority" will be defined as a regular employee's total length of service within a division of a department covered by this Agreement.
- "Departmental Seniority" will be defined as a regular employee's total length of service within a department.
- "Bargaining Unit Seniority" for purposes of this Agreement, will be defined as a regular employee's total length of service within a classification(s) covered by this Agreement.
- "County Seniority" will be defined as a regular employee's total length of service with the County in a career service position.
- 13.6 <u>Forfeiture of Seniority</u> Seniority rights will be forfeited for any of the following causes:
 - Discharge for just cause.
 - Promotion or transfer outside of the bargaining unit for one (1) or more years.
 - Layoff for more than two (2) years.
- Resignation; provided, however, in the event a regular employee who has completed his/her probation period is rehired to a classification covered under this Agreement within twelve (12) months from the date of his/her termination or resignation, the employee will then be credited with all his/her seniority credits previously existing on his/her last day worked.
- 13.7 Reduction in Work Force Procedure In the event of a reduction-in-force, the County will layoff the regular employee in the classification affected who has the least Classification Seniority within his/her division. Prior to any layoff, all term-limited temporary, provisional, temporary and probationary employees in the classification within the affected division of the department will be separated first. Where two (2) or more regular employees have the same Classification Seniority, the more senior employee will be the one who has the most seniority by applying the following seniority tie breakers in this order: 1) Division, 2) Department, 3) Bargaining Unit, 4) County, 5) total number of compensated hours, 6) a random method by mutual agreement.
- 13.8 <u>Bumping Rights</u> A regular employee who becomes displaced due to a reduction-inforce will be permitted to use his/her Classification Seniority to displace or "bump out" the least

senior regular employee occupying the same classification. The employee will also be permitted to use his/her bargaining unit seniority to displace or "bump out" the least senior regular employee occupying a classification within which the bumping regular employee had previously attained seniority status. Employees who exercise their "bumping" rights under this section shall not be required to serve a probationary period in the new position. Regular employees in the Parks Division who were in a classification covered by this Agreement prior to January 1, 1992 will accrue seniority as of January 1, 1992 for purposes of being able to exercise their bumping rights as provided under this Article.

- 13.8.1 <u>Displaced Employees</u> A regular employee who becomes displaced due to another regular employee's exercise of Section 13.8, will also be afforded the right to displace or "bump out" the least senior regular employee in his/her classification in a similar manner.
- 13.9 Recall from Layoff A regular employee displaced due to a reduction-in-force will be recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the work of the position for which he/she is recalled. A regular employee will be removed from the recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails to accept or report to work after being recalled, or the employee requests to be removed from the recall list.

ARTICLE 14: MISCELLANEOUS

- 14.1 <u>Seniority Lists</u> The County will transmit to the Union a current listing of all employees in each Appendix in February and August of each year. Such list will indicate the name of the employee, job classification, classification seniority date and work unit.
 - 14.2 Contracting of Work See MLA Article 16.
 - **14.3** Election to Union Office See MLA Article 22.
 - 14.4 Mileage Reimbursement See MLA Article 24.
- 14.5 <u>Road and River Improvement Employees</u> All County Road and River Improvement employees will be allowed pay from time of reporting to a designated headquarters and will end when the employee returns from the field to such headquarters.
 - 14.6 Rain Gear The County will provide rain gear for all employees working in inclement

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weather as needed.

- 14.7 King County Labor-Management Committee(s) The County and the Union recognizes the importance of a collective bargaining and employee relations climate in the County that encourages cooperative efforts and joint problem-solving amongst all involved parties to better serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit, train and retain quality employees. In the interest of meeting these challenges, the County and the Union agrees to establish labor-management committee(s) where mutually agreed.
- 14.8 Biweekly Payroll The parties agree the County has the right to implement a common biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining agreement may be re-opened at any time during the life of this agreement by the County for the purpose of negotiating these standardized pay practices, to the extent required by law.
 - 14.9 Bulletin Boards See MLA Article 23.
- 14.10 Shop Stewards Shop stewards may conduct representational responsibilities including but not limited to grievance investigations, attending grievances, attending labor management meetings, official contract negotiations (number of employees to be determined at the bargaining teams at the onset of negotiations) Weingarten and Loudermill meetings during his/her regular scheduled shift, without a loss of regular compensation, if excused from work by the employee's manager/designee.
- 14.11 Safety The County, Union and employees agree to comply with all applicable safety laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe condition. No employee will be required to use unsafe equipment or work in an unsafe environment.
- 14.12 Bus Pass The County agrees to maintain the current bus pass benefit for eligible employees for the term of this Agreement.
- 14.13 Apprenticeship Utilization By mutual agreement, the County and the Union agrees to enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice hiring within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring

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will conform to the individual Apprenticeship Standards.

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

- 14.15 Use of Term-Limited Temporary Employees See MLA Article 17.
- **14.16 Pension Trusts** The County agrees to re-open negotiations during the term of this Agreement upon request by any signatory Union, solely for the purpose of negotiating procedures and policies for employees covered by this Agreement to participate in a Union Pension Trust. The parties understand and agree that the Union will conduct a membership vote to determine whether the membership will participate in a Pension Trust, and that if a majority of members represented by one of the Unions signatory to this Agreement vote in favor of participation, all members must participate. The parties further agree that participation in a Pension Trust shall not result in an increase of pay for any employees covered by this Agreement.
- 14.17 <u>Camera Usage</u> The County expressly agrees that any real time viewing is for operational reasons and will not be used for surveillance of employees for the purpose of disciplinary action. The County will not request copies of camera footage from IT for the purpose of disciplinary action unless it has a documented good-faith reason to do so, based upon a reasonable suspicion an employee has committed an offense that could result in discipline. The County agrees not to request or view camera footage, without any other evidence, involving an employee who may have committed a violation of some rule or policy which could result in disciplinary action (no fishing expeditions). The County agrees to comply with requests from the Union for camera footage where discipline or the potential to issue discipline exists.

14.18 <u>Footwear</u> – Where the division requires employees to wear safety footwear that meets ANSI standards said employees will receive up to total of two hundred dollars (\$200.00) per calendar year, per employee, in accordance with the division's policy and procedures. Any unused portion of this allowance, not to exceed \$200.00, can be carried over from one year to the next.

14.19 <u>Personal Protective Equipment (PPE)</u> - The department/agency shall provide each employee with required PPE equipment and replace same as needed. The County will determine what constitutes protective safety wear based on job assignment.

ARTICLE 15: GRIEVANCE PROCEDURE

See MLA Article 26.

15.1 <u>Grievances of Disciplinary Action</u> – See also MLA Article 27. Regular employees are subject to a just cause standard for discipline or discharge. The provisions of this Article will not apply to probationary, temporary, provisional and term-limited temporary employees if they are disciplined or discharged.

ARTICLE 16: WORK STOPPAGES AND EMPLOYER PROTECTION

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

16.2 <u>Employer Protection</u> - Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union will immediately, in writing, order

such members to immediately cease engaging such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union will publicly order such Union members to cease engaging in such work stoppage.

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

ARTICLE 17: WAIVER CLAUSE

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

ARTICLE 18: SAVINGS CLAUSE

See MLA Article 30.

1	ARTICLE 19: DURATION
2	See MLA Article 31.
3	ARTICLE 20: REOPENER - Contract negotiations for the succeeding contract may be initiated by
4	either party by providing to the other written notice of its intention to do so at least sixty (60) days
5	prior to December 31, 2020.
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8	APPROVED this day of
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12	By: Dow Courle L
13	King County Executive
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1	By:	00	Date: 2.6.2018
2	•	Jeff Thorson, Contracts Administrator Pacific Northwest Regional Council of Carpenters	
.		Pacific Northwest Regional Council of Carpenters	
3	By:	Bobby Joe Murray, Business Representative	Date: 2-12-18
4		Bobby Joe Murray, Business Representative International Association of Machinists and Aerospace	
5		Workers Local 289	
6		$+$ $\cdot D / l \cdot$	1 0-1218
7	By:	Steve Behling, Assistant Business Manager	Date: 2-8-2018
8		International Brotherhood of Boilermakers, Iron Ship	
9		Builders, Blacksmiths, Forgers and Helpers	
10		Lodge No. 104	
	By:	Sout Lewis	Date: 2-6-2018
11		Janet Lewis, Assistant Business Manager International Brotherhood of Electrical Workers	
12		Local 46	
13		SA fruit	7/8/-10
14	By:	Elizabeth Rockett, Field Representative	Date: 2/8/2018
15		International Union of Painters and Allied Trades	
16		District Council 5	
17	By:	Ed Non	Date: 2.13.2019
18		Ed Holmes, Plumber Business Agent	
19		United Association of Plumbers and Pipefitters Local 32	
		•	
20	By:	Brian Mason, Business Representative	Date:
21		UNITEHERE! Local 8	
22			
23	By:	Mike Bolling, Business Representative	Date:
24		International Union of Operating Engineers	
25		Local 286	, ,
26	By:	John Kowen Hill 5th	Date: 02/08/2018
27	J.	Bo Jeffers, Business Representative	-/
		Laborers' International Union of North America Local 1239	
28		HOVER 1887	

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Joint Crafts Council – Construction Crafts January 1, 2018 through December 31, 2020 350MLAC0117 Page 26

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APPENDIX A

Pacific Northwest Regional Council of Carpenters

Union Code: T4L

APPENDIX A: Pacific Northwest Regional Council of Carpenters

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 *

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, or who can supply documentation of a minimum of five thousand two hundred (5200) hours of journey level work performance, will start at Step 3 and advance to Step 5 on successful completion of probation.

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

- **A.3 Tools** No employee will be required to furnish tools for work. The County will provide the tools necessary to perform the assigned work.
- **A.4 Work Units** Work units will be defined as those County divisions in which members are regularly assigned to work.
- A.5 Apprenticeship Program If, during the term of this Agreement, the County and Union decide to create or participate in an Apprenticeship program, the parties agree to re-open

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

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

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

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

A.8 Work Clothing – The County shall provide "double front" work pants to Carpenters. Furthermore, the parties agree to convene a Labor-Management Committee in affected Departments as soon as feasible after the implementation of this Agreement for the purpose of discussing types of clothing most appropriate for the Carpenters in that particular work unit.

A.9 Western Washington Training Trust – The County and the Pacific Northwest Regional Council of Carpenters agree to continue discussions concerning contributions to the Western Washington Training Trust for Journeyman Carpenter Skill Enhancement training

	public sector employer access. Furthermo	ore, the parties agree to continue discussions concerning t
	application of the Western Washington A	pprenticeship 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):

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	Classi Title	fication	Pay Range	Steps
8431100	845402	Heavy Techn	Equipment Body Repair cian	50	1-2-3-4-5 *
8410200	841204 (T3Q) 841203 (T2Q)	Mecha	nic/Automotive Machinist I	45	1-2-3-4-5 *
8411200	870901	Mecha	nic/Automotive Machinist I-HD	50	1-2-3-4-5 *
8410300	841302	Mecha	nic/Automotive Machinist II	49	1-2-3-4-5 *
8411300	870102	Mecha	nic/Automotive Machinist II-HD	54	1-2-3-4-5 *
8422100	843102	Millw	right	50	1-2-3-4-5 *

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

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

Employees are required to successfully obtain the CDL within six (6) months of employment.

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

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

	One-half (1/2) certificate	One full certificate
Machinist I	0.95	1.94
Machinist II	0.97	1.94
HD I (including Heavy Equipment Body Repair Technician and Millwright positions)	0.97	2.17
HD II	1.03	2.17

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

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

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

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

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

- **B.4.1 Tool Replacement / Repair** Tools normally furnished by the employee that are verified lost on the job and under circumstances where retrieval would pose a danger to an employee, shall be replaced by the County with a comparable tool of the same manufacturer.
- **B.5** Work Units Work units will be defined as those County divisions in which members are regularly assigned to work.
- **B.6** Apprenticeship Program The Parties agree to participate in the Greater Puget Sound Area Automotive Machinists Apprenticeship Program as a means to hire and develop qualified Automotive Machinists. The Parties further agree to continue labor-management discussions regarding the program as needed during the term of this Agreement.

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

Other conditions of employment of apprentices shall be as provided in the respective Automotive Machinists' Joint Apprenticeship Standards as approved by the Washington State Apprenticeship Council.

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

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

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

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

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

B.8.5 Compensation

1. When an employee transitions to the Alert shift during his/her normally scheduled shift, the employee will receive overtime for all time on the Alert shift that is worked on

the calendar day after the employee's regular shift of eight (8) or ten (10) hours has been worked and paid at straight time.

- 2. When an employee begins the Alert shift on the day he/she is regularly scheduled to work but does not work his/her regular shift, or begins the Alert shift during the same day he/she was relieved of his/her regular shift as provided under Section B.8.3, or works the Alert shift on a day he/she is not normally schedule to work, the first four (4) hours worked on the Alert shift is paid at the rate of one and one-half (1-1/2) his/her regular rate of pay. The next eight (8) hours worked will be at the employee's regular rate of pay.
- 3. If an employee on Alert is approved to leave work at his/her own request or at the beginning of a leave as provided under B.8.4, he/she will be paid only for the hours worked.
- 4. Leave Accruals An employee on Alert shift during a normally scheduled workday will receive vacation and sick leave accruals for the first eight (8) hours worked if regularly assigned to a 5/8 work schedule, or ten (10) hours if regularly assigned to a 4/10 work schedule, in accordance with Sections 9.1 and 10.1, respectively.
- **5. Shift premium** Alert shifts will not be subject to shift premium pay as provided under Section 6.2.
- 6. Compensation and Breaks While on an Alert Status Shift An employee who is assigned to work an Alert shift will be compensated for all hours assigned to the shift inclusive of all meal periods and breaks. The County will try to provide meal and rest periods in accordance with State regulations during an employee's Alert shift. The County and Union agree that by this section and RCW 49.12.187 the County may deviate from the meal periods and rest breaks contemplated in State regulations and that the employees' meal and rest periods may be missed due to work requirements. If a meal or rest period is missed, no additional pay will be provided.
- **B.9 Scheduled Overtime** Scheduled overtime in the Equipment Repair and Rental and the Motorpool shops shall be awarded on a seniority basis with the most senior employee in the classification within the shop being offered the opportunity to work the available overtime first. If there are no volunteers then overtime shall be assigned in reverse seniority order. This provision

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APPENDIX C

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

Union Code: T2D

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

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8426100	844602	Metal Fabricator	49	1-2-3-4-5*
8426200	844702	Metal Fabricator - Lead	52	1-2-3-4-5*

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

- C.1 Steps An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program, or who can supply documentation of a minimum of five thousand two hundred (5200) hours of journey level work performance, in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation.
- C.2 Short-term Temporary Employees A temporary employee will be hired at Step 3. A temporary who is hired as a regular employee contiguous with his/her temporary employment will start at Step 3. The County will pay the full hourly contribution rate into the medical portion of the Boilermakers' Health and Welfare Trust on behalf of the employee for each hour in pay status.
- C.3 Apprenticeship It is understood and agreed by and between the County and the Union that to ensure an adequate supply of competent, skilled craftsmen are available at all times, an Apprenticeship Program may be established by mutual consent of the County and the Union. The County and the Union agree to re-open negotiations if, during the term of this Agreement, the parties decide to establish an Apprenticeship Program. The Apprenticeship Program will not conflict with

as a subcommittee to the JATC.

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Committee (JATC) will administer an apprenticeship program. • The JATC will accept two (2) additional members from the County shops comprised of one selected by the County and one selected by the Union. These two (2) members will function

• The Seattle Boilermakers Labor/Management Joint Apprenticeship Training

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

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

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

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

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

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

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

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International Brotherhood of Electrical Workers Local 46

APPENDIX D: International Brotherhood of Electrical Workers Local 46

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
8201100	821201	Electrician I	53	1-2 *
8201300	821302	Electrician I - Lead	56	1-2 *
8201200	821401	Electrician II	57	1-2 *
8200100	821101	Electrician Helper	37	1-2
7360200	701201	Security Systems Technician	53	1-2*

- **D.1 Short-term Temporary Employees** The County will pay the full hourly contribution rate into the medical portion of the Puget Sound Electrical Workers' Healthcare Trust on behalf of the employee for each hour in pay status. Temporary employees will be hired at Step 2 of the Electrician I pay range.
- **D.2** High Voltage An employee assigned to and working at the Airport Division will receive a premium of ten percent (10%) over his/her regular hourly rate of pay for working with high voltage (600 volts or more).
 - **D.2.1** An employee assigned to the Airport shall not be eligible for lead pay.
- **D.2.2** An employee assigned to the Airport shall only receive two (2) hours of call-out pay when called out. (Modifies Section 7.6)
 - **D.3** The County agrees to pay for the actual cost of any license required for the position. The

County also agrees to reimburse the employee for the actual cost of maintaining the license not to exceed two hundred and forty (\$240.00) during the term of the Agreement. All Electricians and Security Systems Technicians will be required to take a National Electrical Code (NEC) update class every three years when the NEC is revised. The Employer will pay for the cost of the NEC update class and straight time wages and benefits to attend the class.

- **D.4 Work Units** Work units will be defined as those County divisions in which members are regularly assigned to work.
- **D.5 Tools and Protective Clothing** The County will provide all tools and protective clothing required to perform the assigned work. The parties agree to utilize or convene a special Labor Management Committee in affected Departments as soon as feasible after implementation of the Agreement for the purpose of discussing fire retardant clothing.
- **D.6 Job Postings -** The County agrees to notify the Union each time there is a vacant bargaining unit position the County intends to fill.
- **D.7 Union Stewards** the Union shall have the right to appoint stewards for each division within the County where its members are employed. The steward shall see that the provisions of this agreement are observed, and shall be allowed a reasonable time to investigate grievances, attend grievance hearings and Labor/Management meetings during regularly scheduled shifts, without loss of compensation, except the County shall have no obligation for overtime compensation for steward activities.
- **D.8 Apprenticeship Program** If, during the term of this Agreement, the County and Union decide to create or participate in an Apprenticeship program, the parties agree to re-open negotiations, at the request of either party, to negotiate amendments or additions to this Appendix related to apprenticeships.
- **D.9 Licensing Requirements** The parties agree that effective as of October 4, 2010, all new hires into the positions of Electrician I, Electrician I Lead and Electrician II will be required to possess and maintain a valid Washington State Journey Electrician certificate (01) as a condition of employment. Security System Technicians will be required to possess and maintain a valid Washington State Journey Electrician (01) or (06) certificate. Grandfathered employees in the

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being in the position of Electrician I for the duration of their employment with the County. **D.10** Loss of License - If an employee in the classification of Electrician I, Electrician Lead or Electrician II loses their 01 certificate, the employee is required to immediately advise his or her supervisor. The career service Electrician I will have 60 calendar days in which to get the 01 certificate renewed or is terminated from employment. If the career service employee in the classification of Electrician Lead or Electrician II loses their 01 certificate, the employee may, at management's discretion, be reassigned to perform work as an Electrician I until their certificate is renewed within 60 calendar days and will be terminated from employment if the employee fails to Joint Crafts Council - Construction Crafts

APPENDIX E

International Union of Painters and Allied Trades District Council 5

Union Code(s): T2M

T3M

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

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

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

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

- E.2 Short-term Temporary Employees A temporary employee may be hired at Step 3 or higher at the County's discretion. (Adds to Section 5.2) The County will pay the full hourly contribution rate into the Painters' Health and Welfare Trust on behalf of the employee for each hour in pay status.
- **E.2.1 Term-limited Temporary Employees** A term limited employee will be hired at Step 3 or higher at the employer's discretion. Employees may advance to the next step after their one year review, at the County's discretion.
- **E.3** Work Units Work units will be defined as those County divisions in which members are regularly assigned to work.

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APPENDIX F

United Association of Plumbers and Pipefitters Local 32

Union Code(s): T₂B

T3B

APPENDIX F: United Association of Plumbers and Pipefitters Local 32

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9202100	923101	Irrigation Specialist/Plumbing and Mechanical I	52	1-2 *
8500000	850002	Plumber Helper	37	1-2-3-4-5 **
8500100	851102	Plumbing and Mechanical I	52	1-2 *
8500300	851301	Plumbing and Mechanical I (Lead)	55	1-2*
8500200	851201	Plumbing and Mechanical II	56	1-2 *
5319100	534101	Plumbing Inspector	55	1-2 *
5319200	534201	Plumbing Inspector - Senior	59	1-2 *

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

- F.1 Short-term Temporary Employees The County will pay the full hourly contribution rate into the Plumbers' Health and Welfare Trust on behalf of the employee for each hour in pay status; except for part-time Plumbing Inspectors. In lieu of participation into the Health and Welfare Trust, part-time Plumbing Inspectors will be placed at Step 2 of the pay range once he/she is paid the equivalent of six (6) months of employment.
- F.2 Tools and Protective Clothing The County will provide all tools and protective clothing required to perform the assigned work.
 - F.3 Parking Upon presentation of a receipt, the County agrees to reimburse for parking, up

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

to ten dollars (\$10.00) for parking costs that result from overtime work or a callout. F.4 Work Units - Work units will be defined as those County divisions in which members are regularly assigned to work. F.5 Backflow Certification – When the County requires an employee to have a backflow certification, the employee shall be provided paid release time during their regularly scheduled work if necessary to complete the course and receive certification and to also reimburse the employee for the costs of training and actual certification, upon completion. Joint Crafts Council - Construction Crafts

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

- **G.5** Shift Differential The provisions of Sections 6.2.1 and 6.2.2 relating to shift differential will not apply to members of this bargaining unit.
- G.6 Schedule and Shift Full time Employees shall be required to work a full forty (40) hour workweek inclusive of the meal period of thirty (30) minutes. The standard shift will be eight (8) hours inclusive of the meal period. Employees will remain at a designated work site and on duty, and may be directed to perform work during the meal period. The parties understand and agree that circumstances may not always allow for the meal period of at least thirty (30) minutes as provided in Washington Administrative Code 296-126-092 (1).
- **G.6.1** A shift bid on the basis of seniority shall be conducted every two (2) years. This bid shall open up all positions at all facilities by classification. As shifts become vacant, shift bids within a classification at that facility shall be conducted on the basis of seniority, as needed.
- **G.7** Work Units Work units will be defined as those County divisions in which members are regularly assigned to work.
- **G.8** The County will supply each employee seven (7) sets of pants, hats and shirts to be replaced as needed, as determined by the County.
- **G.9** Employees who translate a language in the work place identified by the County as a language for which translation activity is necessary shall be paid five hundred dollars (\$500) per year paid in semi-annual installments. Eligible employees shall be required to pass a language proficiency test administered by the County. The County retains the discretion to determine the number of employees that may qualify for the premium.
- G.10 Employee Transfer to a Different Facility (King County Correctional Facility or Regional Justice Center) Once an employee has successfully completed the probationary period, if an opening becomes available in either facility (KCCF or RJC) the employee who transfers within the same job classification will not be subject to a new probationary period.

International Union of Operating Engineers Local 286

Union Code(s): T2P

APPENDIX H: International Union of Operating Engineers Local 286

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

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

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

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

H.1 Steps - An employee who is hired into a regular position and who has successfully completed a State Apprenticeship program, or who can supply documentation of a minimum of five

thousand two hundred (5200) hours of journey level work performance in the craft hired will start at Step 3 and advance to Step 5 on successful completion of probation. (Modifies Section 5.2)

H.2 Filling Of Vacant and New Schedules and/or Shifts - In the event a position becomes vacant, for which the County intends to fill, or there is a change to a regular shift and/or schedule, notice of the vacancy or changed regular schedule and/or shift will be posted. The notice will have the date and hour of its posting and it will remain posted for seventy-two (72) consecutive hours. Regular employees who desire to bid for the vacant position, schedule and/or shift will indicate so by signing the posted notice. The employee with the greatest bargaining unit seniority will be assigned; provided however, he/she is qualified to handle the work. (Supplants Section 6.3)

H.3 Overtime Work - The County shall have the right to schedule and assign overtime work. Overtime work will be divided and rotated as equally as possible amongst those employees who desire overtime work. Employees will indicate their availability for overtime work by placing their names on the overtime roster which will be posted in the workplace at all times. The posting of the overtime roster will be the responsibility of the Operating Engineer III. (Supplants Section 7.2)

- H.4 Vacation Preference Vacation preference requests for a period beginning January 1st through the following January 1st must be received by Management not later than December 1st of the preceding twelve (12) month period during which the vacation is being requested. Upon receipt of the request, a vacation schedule will be developed and posted on or before January 1st. Vacation preference requests will be granted on the basis of bargaining unit seniority provided that essential operations are properly staffed at all times. All vacation requests made after December 1st will be granted only with the mutual agreement of Management and the employee. (Supplants Section 9.9)
- **H.5** The County will provide five (5) uniforms to employees and replace them as needed. If requested by the Union, the parties agree to convene a Labor-Management Committee meeting as soon as feasible after ratification of the Agreement, for the purpose of discussing an annual uniform allowance.
- **H.6 Work Units** Work units will be defined as those County divisions in which members are regularly assigned to work.
 - H.7 Boiler Supervisor Employees are encouraged to pursue obtaining a City of Seattle

a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave the employer's facility to which the employee is assigned, during their paid breaks or meal periods. The employer will schedule break periods to assure adequate coverage, consistent with department rules. This will include a 30 minute meal period, as well as two fifteen minute breaks (or intermittent rest periods) during an eight hour shift. Due to the nature of the work, it may not be possible to schedule and/or take such meal periods and break periods during the time specified in WAC 296-126-092 (between two and five hours after the beginning of their work shift). Such meal periods and

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break periods will be scheduled and taken as work demands a conflicts with WAC 296-126-092, it shall be interpreted as an	
conflicts with WAC 296-126-092, it shall be interpreted as an	n express waiver of the Washington
Administrative Code with respect to the time break is taken.	

APPENDIX I

Laborers' International Union of North America Local 1239

Union Code(s): T2S

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

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

Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
9440100	942103	Utility Worker I	35	1-2-3-4-5 *
* These Ste	ps equate to Ster	os 2-4-6-8-10 on the King County "S	Squared" Pay Sch	nedule.

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

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