

Master Labor Agreement (MLA) - Appendix 15
Agreement Between King County
And
Joint Crafts Council, Construction Crafts
Construction Crafts
[350]

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AGREEMENT
by and between
KING COUNTY

and
JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

January 1, 2018 through December 31, 2020

Appendix A: Pacific Northwest Regional Council of Carpenters.....27

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
7 political purposes and shall transmit the same to the Union/designee, in accordance with instructions
8 provided 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
19 methods, means and processes by which work is performed; establish rules; and the right to take
20 whatever actions are necessary in emergencies in order to assure the proper functioning of the work
21 units.

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

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

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

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

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

11 **5.4 Short-term Temporary Employee Benefits** - Temporary employees are not entitled to
12 medical, dental, or leave benefits. However, a temporary employee may be eligible for participation
13 in the Union's Health and Welfare Trust as provided under the appendix, where applicable. The
14 temporary employee may also be eligible to receive other compensation provided under King County
15 Code, as amended, in the event the employee exceeds the rolling year working hours threshold. If the
16 Affordable Care Act grants temporary employees additional benefits beyond which they are currently
17 entitled, the County will abide by the new law.

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

20 **5.6 General Wage Increase (GWI)** - General Wage Increase (GWI) adjustments will be in
21 accordance with the Coalition of Unions 2017-2018 Total Compensation Agreement as well as MLA
22 Article 29. The Parties acknowledge that either party may raise compensation issues at Total
23 Compensation Bargaining in 2018, per MLA Article 29.3 (e.g. range adjustments, etc.).

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-

1 of-classification in excess of thirty (30) continuous days, all compensated hours will be at the higher
2 rate of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional
3 rights. An employee assigned by the manager/designee to perform the duties of a lower paid
4 classification on 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
5 higher 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
11 schedules (days of work), shifts (hours of work) and vacant positions in the work unit will be posted
12 on work site bulletin boards. Employees within the specific classification in the affected work unit
13 will have the opportunity to bid by seniority order for the work schedule, shift or vacancy. Absent
14 adequate interest, the County may assign employees within the classification in the affected work unit
15 to the remaining work schedules, shifts or vacancies by using inverse seniority order. Changes to
16 work schedules or shifts will normally require a fourteen (14) calendar days notice to affected
17 employees. 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
25 receive 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

1 the Personnel Guidelines. Compensatory time off will be earned under the same conditions as
2 overtime 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
8 the 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 **7.6.2 Technical Call-out:** - In the event an employee is called by either the Employer
17 or an authorized representative of the Employer to work on a resolution for an after-hours emergency
18 utilizing his/her expertise to attempt to resolve a problem (whether by phone or other electronic
19 means, not on site) shall be paid a minimum of one (1) hour of work or for the hours actually worked,
20 whichever is greater at the overtime rate. It is understood by the parties that multiple phone calls
21 within the work day are not compensable at the minimum one (1) hour rate. In the event the
22 employee is required to report to the worksite, then the Technical Call-out shall be converted to a
23 Call-out, pursuant to Section 7.6.1, with a start time matching the initial call.

24 **7.7 Emergency Work Premium** - Emergency work other than the normal scheduled shift or
25 special schedule and/or shift not enumerated in Articles 6 or 7 will be credited as such and will be
26 compensated as overtime. In the event this overtime work is accomplished prior to the normal
27 working hours and the employee subsequently works his/her regular shift, the regular shift will be
28 compensated at the employee's regular, hourly rate of pay.

1 **7.8 Standby Premium** - An employee assigned to standby status on non-duty days, by
2 written authority of the manager/designee, will be entitled to four (4) hours of pay at the overtime
3 rate for each twenty-four (24) hour period or major portion thereof while on standby status. Any
4 work performed on non-duty days while on standby status will be compensated at the overtime rate
5 for actual time worked. An employee who is required in writing to be readily available to be called
6 into work and/or who is required to wear a “beeper,” cell phone or other communication device
7 outside of his/her regular work hours will be considered to be on standby status.

8 **ARTICLE 8: HOLIDAYS**

9 See also MLA Article 10.

10 **8.1 Holiday Premium Pay** - Work performed by a leave-eligible employee on a holiday
11 shall be paid at one and one-half (1-1/2) times the employee’s regular rate, in addition to the holiday
12 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 Full Years of Service (Beginning)	10 Working Days Per Year	11 Hours based on 40-hr workweek
12 0-5	13 12	14 96
15 6	16 15	17 120
18 9	19 16	20 128
21 11	22 20	23 160
24 17	25 21	26 168
27 18	28 22	29 176
30 19	31 23	32 184
33 20	34 24	35 192
36 21	37 25	38 200
39 22	40 26	41 208
42 23	43 27	44 216
45 24	46 28	47 224
48 25	49 29	50 232
51 26	52 30	53 240

26 **9.1.1 Part-time Employees** - Leave eligible employees who work a part-time work
27 schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in
28 Section 9.1, prorated to reflect their normally scheduled work week.

1 **9.2 Vacation Accrual** - Leave eligible employees will accrue vacation leave from their date
2 of hire in a benefit eligible position.

3 **9.3 Maximum Accrual** – See also MLA Article 9. Leave eligible employees will use
4 vacation leave beyond the maximum accrual amount on or before the last day of the pay period that
5 includes December 31 of each year. Failure to use vacation leave beyond the maximum amount will
6 result in forfeiture of the vacation leave beyond the maximum amount, unless the employee has
7 received approval in accordance with County policies and procedures to carry over vacation time in
8 excess of the maximum amount.

9 **9.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation
10 leave until he/she has successfully completed his/her first six (6) months of County service in a leave
11 eligible position. If a leave eligible employee leaves County employment prior to successfully
12 completing his/her first six (6) months of County service in a leave eligible position, he/she will
13 forfeit and not be paid for accrued vacation leave. Except as modified by a VEBA agreement, a leave
14 eligible employee will be paid for accrued vacation leave to his/her date of separation up to the
15 maximum accrual amount if the employee has successfully completed his/her first six (6) months of
16 County service and is in good standing. Payment will be the accrued vacation leave multiplied by the
17 employee's rate of pay in effect upon the date of leaving County employment less mandatory
18 withholdings.

19 **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued
20 and such use or payment is consistent with the provisions of this Article.

21 **9.6 Outside Employment** - No employee will work for compensation for the County in any
22 capacity during the time that the employee is on vacation leave.

23 **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter (1/4) hour
24 increments at the discretion of the manager/designee.

25 **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by
26 death of an employee with accrued vacation leave and who has successfully completed his/her first
27 six (6) months of County service in a leave eligible position, payment of unused vacation leave up to
28 the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as

1 provided for by State Law, RCW Title 11.

2 **9.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the
3 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
4 employees while maintaining the efficient functioning of the work unit.

5 **9.10 Notification While on Paid Vacation or Compensatory Time Off** - If a leave eligible
6 employee is injured or becomes ill while on paid vacation or compensatory time off, in order to
7 receive sick leave for that time, he/she must notify the manager/designee on the first day of the injury
8 or illness, either by telephone, email, text message, fax, or by letter postmarked the first day of the
9 injury or illness. However, if it is physically impossible to give the required notice on the first day,
10 notice must be sent as soon as possible and must be accompanied by an acceptable showing of
11 reasons for the delay. A doctor's statement or other acceptable proof of the injury or illness, while on
12 vacation or compensatory time off must be presented regardless of the number of days involved.

13 **9.11** If a regular or probationary (who has previously achieved career service status)
14 employee resigns from County employment or is laid off and subsequently returns to County
15 employment within two (2) years from such resignation or lay off, as applicable, the employee's prior
16 County service shall be counted in determining the vacation leave accrual rate under Section 9.1.

17 **9.12 Term-Limited Temporary Employees** - A term-limited temporary employee who,
18 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
19 his/her accrued vacation leave accruals carry over with such regular appointment and the accrual rate
20 will be determined based on his/her date of hire in the term-limited temporary position.

21 **ARTICLE 10: SICK LEAVE**

22 See also MLA Article 11.

23 **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees
24 (hereinafter referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of
25 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours
26 per month. The employee is not entitled to sick leave if not previously earned.

27 **10.2 Vacation as an Extension of Sick Leave** - During the first six (6) months of service in
28 a leave eligible position, leave eligible employees may use accrued vacation leave in accordance with

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

5 **10.3 Partial Day Increments** - Sick leave may be used in one quarter (1/4) hour increments
6 at the discretion of the manager/designee.

7 **10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued
8 by a leave eligible employee.

9 **10.5 Restoration following Separation** - Separation from employment except by reason of
10 retirement or layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the
11 leave eligible employee as of the date of separation. Should a regular employee resign in good
12 standing, be laid off or separated for non-disciplinary medical reasons and return to County
13 employment within two (2) years, his/her accrued sick leave will be restored.

14 **10.6 Pay upon Separation** - Except as modified by a VEBA agreement a regular or
15 probationary (who has previously achieved career service status) employee who has successfully
16 completed at least five (5) years of County service and who retires as a result of length of service or
17 who separates by reason of death will be paid, or his/her estate as provided for by RCW Title 11, as
18 applicable, an amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave
19 multiplied by the employee's rate of pay in effect upon the date of leaving County employment, less
20 mandatory withholdings. Retire as a result of length of service means an employee is eligible,
21 applies for and begins drawing a pension from PERS or the City of Seattle Retirement Plan
22 immediately upon terminating County employment.

23 **10.7 Leave Without Pay for Health Reasons** - An employee must use all of his/her sick
24 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
25 the County's workers compensation program, then the employee has the option to augment or not
26 augment time loss payments with the use of accrued sick leave.

27 **10.8 Leave Without Pay for Family Reason** - For a leave for family reasons, the employee
28 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when

1 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
2 eighty (80) hours of accrued sick leave.

3 **10.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
4 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
5 by his/her manager/designee, or in accordance with the Washington State Family Care Act.

6 **10.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

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

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

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

21 C. Exposure to contagious diseases and resulting quarantine.

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

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

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

28 G. The parties agree that to the extent Washington State law provides greater benefits

1 for the use of paid leave for family care, the state law shall prevail.

2 **10.11 Unpaid Leave** – See also MLA Article 11.

3 **10.11.1 Temporary Transfer** - If an employee requests intermittent leave or leave on
4 a reduced leave schedule, under Section B, above, that is foreseeable based on planned medical
5 treatment, the manager/designee may require the employee to transfer temporarily to an available
6 alternative position for which the employee is qualified and that has equivalent pay and benefits and
7 that better accommodates recurring periods of leave than the regular position of the employee.

8 **10.11.2 Concurrent Time** Use of donated leave will run concurrently with the
9 eighteen (18) workweek family medical leave entitlement.

10 **10.11.3 Insurance Premiums** - The County will continue its contribution toward
11 health care during any unpaid leave taken under Section 10.11.

12 **10.11.4 Return to Work from Unpaid Leave** - An employee who returns from
13 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
14 provisions, to the same seniority accrued before the date on which the leave commenced.

15 **10.12 Provider Certification** - The manager/designee and employee is responsible for the
16 proper administration of the sick leave benefit. Verification from a licensed health care provider may
17 be reasonably required to substantiate the health condition of the employee or family member for
18 leave requests.

19 **10.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted
20 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the
21 child, who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and
22 incapable of self care because of mental or physical disability.

23 **10.14 Term-Limited Temporary Employees** - A term-limited temporary employee who,
24 contiguous with his/her term-limited temporary employment becomes a regular employee shall have
25 his/her accrued sick leave accruals carried over with the regular appointment.

26 **ARTICLE 11: PAID LEAVES**

27 **11.1 Donation of Vacation and Sick Leave Hours** – See MLA Article 6.

28 **11.2 Leave - Organ Donors** - The manager/designee will allow an employee eligible for

1 paid leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as,
2 but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5)
3 days paid leave provided;

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

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

12 **11.2.1 Time off Subject to Agreement** - Time off from work for the purpose set out
13 above in excess of five (5) working days will be subject to the terms of this Agreement.

14 **11.3 Bereavement Leave** – See MLA Article 8.

15 **11.4 School Volunteers** – See MLA Article 4.

16 **11.5 Jury Duty** – See MLA Article 5.

17 **11.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
18 time off with pay for the purpose of participating in County qualifying or promotional examinations.
19 This will include time required to complete any required interviews.

20 **11.7 Military Leave** – See MLA Article 2.

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

22 **12.1 Maintenance of Benefits** – See MLA Article 25.

23 **12.2 Insurance Committee** - There will be a Joint Labor Management Insurance Committee
24 comprised of representatives from the County and the Labor Union Coalition. The function of the
25 Joint Labor Management Committee will be to review, study and make recommendations relative to
26 existing medical, dental, vision and life insurance programs. The County and the Union will
27 implement any changes in employee insurance benefits which result from any agreement of the Joint
28 Labor Management Committee.

1 **12.3 Premiums While Off Work Due to On-the-Job Injury or Illness** - The County shall
2 continue to provide medical insurance coverage pursuant to the JLMIC cost share provisions for
3 active employees and their dependents for those months they are unable to work due to an on-the-job
4 injury or on-the-job illness and are receiving no sick leave or vacation benefits. The total number of
5 months of medical insurance coverage provided for under this Section shall not exceed twelve (12)
6 months or the number of months for which the employee continues to receive paid sick leave and/or
7 paid vacation leave benefits, whichever is the greater.

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

9 **13.1 Seniority Rights** - Regular employees will be afforded the right to utilize their seniority
10 as hereinafter defined for the purposes specifically provided for within this Agreement.

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

21 **13.2.1** An employee who is recalled from layoff within two (2) years, or is rehired
22 within one (1) year will have his/her classification seniority restored upon successful completion of
23 probation.

24 **13.2.2** The movement of an active, career service employee to a different work unit,
25 work crew, or work site within the same division will not be considered a transfer that requires a
26 probation period, if the employee continues in the same job classification with substantially the same
27 duties.

28 **13.2.3 Resumption of Probationary Period Upon Recall From Layoff** - In the

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

5 **13.3 Seniority Accrual While on Leave Due to Illness or Injury** - An employee will
6 continue to accrue seniority during an absence caused by an industrial injury or illness. An employee
7 who is unable to work because of a non-work related injury or illness will not accumulate seniority
8 during an unpaid leave of absence in excess of thirty (30) calendar days. However, if the employee is
9 on approved FMLA and/or KCFML qualified leave, seniority shall continue to accrue for up to
10 eighteen (18) workweeks of the qualified unpaid leave period.

11 **13.3.1 Seniority Accrual While on Leave Without Pay** - An employee on an
12 approved unpaid leave of absence in excess of thirty (30) calendar days will not accumulate seniority
13 credits during such absence except as provided under Section 13.3.

14 **13.4 Promotion and Transfer** - When a regular employee is promoted or transferred out of
15 the bargaining unit and is no longer covered under this Agreement, and returns to the bargaining unit
16 within twelve (12) months of the promotion or transfer, the employee will resume his/her seniority
17 which he/she had on the date of the promotion or transfer.

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

24 **13.5 Seniority will be defined as follows:**

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

1 under this Article.

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

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

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

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

10 **13.6 Forfeiture of Seniority** - Seniority rights will be forfeited for any of the following
11 causes:

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

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

27 **13.8 Bumping Rights** - A regular employee who becomes displaced due to a reduction-in-
28 force will be permitted to use his/her Classification Seniority to displace or “bump out” the least

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

9 **13.8.1 Displaced Employees** - A regular employee who becomes displaced due to
10 another regular employee’s exercise of Section 13.8, will also be afforded the right to displace or
11 “bump out” the least senior regular employee in his/her classification in a similar manner.

12 **13.9 Recall from Layoff** - A regular employee displaced due to a reduction-in-force will be
13 recalled to his/her classification in the inverse order of layoff subject to his/her ability to perform the
14 work of the position for which he/she is recalled. A regular employee will be removed from the
15 recall list after two (2) years from the date of layoff, or the employee is recalled, or the employee fails
16 to accept or report to work after being recalled, or the employee requests to be removed from the
17 recall list.

18 **ARTICLE 14: MISCELLANEOUS**

19 **14.1 Seniority Lists** - The County will transmit to the Union a current listing of all
20 employees in each Appendix in February and August of each year. Such list will indicate the name
21 of the employee, job classification, classification seniority date and work unit.

22 **14.2 Contracting of Work** – See MLA Article 16.

23 **14.3 Election to Union Office** – See MLA Article 22.

24 **14.4 Mileage Reimbursement** – See MLA Article 24.

25 **14.5 Road and River Improvement Employees** - All County Road and River Improvement
26 employees will be allowed pay from time of reporting to a designated headquarters and will end
27 when the employee returns from the field to such headquarters.

28 **14.6 Rain Gear** - The County will provide rain gear for all employees working in inclement

1 weather as needed.

2 **14.7 King County Labor-Management Committee(s)** - The County and the Union
3 recognizes the importance of a collective bargaining and employee relations climate in the County
4 that encourages cooperative efforts and joint problem-solving amongst all involved parties to better
5 serve the public, increase productivity, reduce waste, improve safety, improve morale, and recruit,
6 train and retain quality employees. In the interest of meeting these challenges, the County and the
7 Union agrees to establish labor-management committee(s) where mutually agreed.

8 **14.8 Biweekly Payroll** - The parties agree the County has the right to implement a common
9 biweekly payroll system that will standardize pay practices and Fair Labor Standards Act work
10 weeks. The parties agree that applicable provisions of the collective bargaining agreement may be
11 re-opened at any time during the life of this agreement by the County for the purpose of negotiating
12 these standardized pay practices, to the extent required by law.

13 **14.9 Bulletin Boards** – See MLA Article 23.

14 **14.10 Shop Stewards** - Shop stewards may conduct representational responsibilities
15 including but not limited to grievance investigations, attending grievances, attending labor
16 management meetings, official contract negotiations (number of employees to be determined at the
17 bargaining teams at the onset of negotiations) Weingarten and Loudermill meetings during his/her
18 regular scheduled shift, without a loss of regular compensation, if excused from work by the
19 employee's manager/designee.

20 **14.11 Safety** - The County, Union and employees agree to comply with all applicable safety
21 laws and regulations. In the event an employee discovers or identifies an unsafe condition he/she will
22 immediately notify the manager/designee. No employee will be disciplined for reporting an unsafe
23 condition. No employee will be required to use unsafe equipment or work in an unsafe environment.

24 **14.12 Bus Pass** - The County agrees to maintain the current bus pass benefit for eligible
25 employees for the term of this Agreement.

26 **14.13 Apprenticeship Utilization** - By mutual agreement, the County and the Union agrees
27 to enter into Apprenticeship Participation Agreements to establish and maintain ongoing apprentice
28 hiring within the Joint Crafts having established Apprenticeship Programs. Such apprentice hiring

1 will conform to the individual Apprenticeship Standards.

2 **14.14 Filling of Vacant Positions** – See also MLA Article 18 - Prior to the initiation of any
3 open competitive process to fill a vacant bargaining unit position, the County will provide notice of
4 the vacancy to all regular employees within the classification within the bargaining unit. Any regular
5 member of the bargaining unit holding a position within the same classification as that of the vacant
6 position will be given the opportunity to apply for the position. The appointment will be made to the
7 applicant who the County determines has the knowledge, skills and ability to fill the position. Where
8 the knowledge, skills and ability of the applicants are equal, the position will be awarded on the basis
9 of classification seniority. This provision is not applicable to employees who hold a different
10 employment status (i.e., part-time and full-time) than that of the vacant position in the classification.

11 **14.15 Use of Term-Limited Temporary Employees** – See MLA Article 17.

12 **14.16 Pension Trusts** - The County agrees to re-open negotiations during the term of this
13 Agreement upon request by any signatory Union, solely for the purpose of negotiating procedures
14 and policies for employees covered by this Agreement to participate in a Union Pension Trust. The
15 parties understand and agree that the Union will conduct a membership vote to determine whether the
16 membership will participate in a Pension Trust, and that if a majority of members represented by one
17 of the Unions signatory to this Agreement vote in favor of participation, all members must
18 participate. The parties further agree that participation in a Pension Trust shall not result in an
19 increase of pay for any employees covered by this Agreement.

20 **14.17 Camera Usage** – The County expressly agrees that any real time viewing is for
21 operational reasons and will not be used for surveillance of employees for the purpose of disciplinary
22 action. The County will not request copies of camera footage from IT for the purpose of disciplinary
23 action unless it has a documented good-faith reason to do so, based upon a reasonable suspicion an
24 employee has committed an offense that could result in discipline. The County agrees not to request
25 or view camera footage, without any other evidence, involving an employee who may have
26 committed a violation of some rule or policy which could result in disciplinary action (no fishing
27 expeditions). The County agrees to comply with requests from the Union for camera footage where
28 discipline or the potential to issue discipline exists.

1 **14.18 Footwear** – Where the division requires employees to wear safety footwear that meets
2 ANSI standards said employees will receive up to total of two hundred dollars (\$200.00) per calendar
3 year, per employee, in accordance with the division’s policy and procedures. Any unused portion of
4 this allowance, not to exceed \$200.00, can be carried over from one year to the next.

5 **14.19 Personal Protective Equipment (PPE)** - The department/agency shall provide each
6 employee with required PPE equipment and replace same as needed. The County will determine
7 what constitutes protective safety wear based on job assignment.

8 **ARTICLE 15: GRIEVANCE PROCEDURE**

9 See MLA Article 26.

10 **15.1 Grievances of Disciplinary Action** – See also MLA Article 27. Regular employees are
11 subject to a just cause standard for discipline or discharge. The provisions of this Article will not
12 apply to probationary, temporary, provisional and term-limited temporary employees if they are
13 disciplined or discharged.

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

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

27 **16.2 Employer Protection** - Upon notification in writing by the County to the Union that
28 any of its members are engaged in a work stoppage, the Union will immediately, in writing, order

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

4 **16.3 Discipline** - Any employee participating in such work stoppage or in other ways
5 committing an act prohibited in this Article will be subject to disciplinary action in accordance with
6 the County's work rules up to and including discharge, suspension, or other disciplinary action as
7 may be deemed applicable to such employee.

8 **ARTICLE 17: WAIVER CLAUSE**

9 **17.1** The parties acknowledge that each has had the unlimited right within the law and the
10 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
11 collective bargaining. The results of the exercise of that right and opportunity are set forth within this
12 Agreement. This Agreement may be opened in its entirety or in part, by mutual agreement of the
13 parties during the life of this Agreement.

14 **ARTICLE 18: SAVINGS CLAUSE**

15 See MLA Article 30.
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ARTICLE 19: DURATION

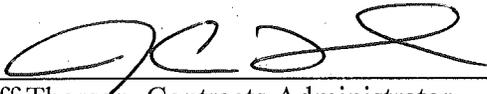
See MLA Article 31.

ARTICLE 20: REOPENER - Contract negotiations for the succeeding contract may be initiated by either party by providing to the other written notice of its intention to do so at least sixty (60) days prior to December 31, 2020.

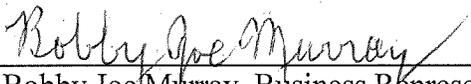
APPROVED this 14 day of MARCH, 2018.

By: 
King County Executive

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By: 
Jeff Thorson, Contracts Administrator
Pacific Northwest Regional Council of Carpenters

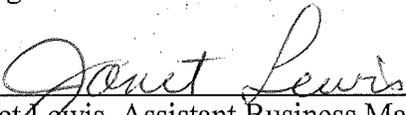
Date: 2.6.2018

By: 
Bobby Joe Murray, Business Representative
International Association of Machinists and Aerospace
Workers Local 289

Date: 2-12-18

By: 
Steve Behling, Assistant Business Manager
International Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and Helpers
Lodge No. 104

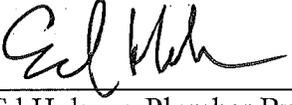
Date: 2-8-2018

By: 
Janet Lewis, Assistant Business Manager
International Brotherhood of Electrical Workers
Local 46

Date: 2-6-2018

By: 
Elizabeth Rockett, Field Representative
International Union of Painters and Allied Trades
District Council 5

Date: 2/8/2018

By: 
Ed Holmes, Plumber Business Agent
United Association of Plumbers and Pipefitters
Local 32

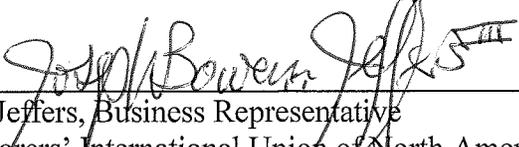
Date: 2.13.2018

By: _____
Brian Mason, Business Representative
UNITEHERE! Local 8

Date: _____

By: _____
Mike Bolling, Business Representative
International Union of Operating Engineers
Local 286

Date: _____

By: 
Bo Jeffers, Business Representative
Laborers' International Union of North America
Local 1239

Date: 02/08/2018

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By: 
Dane Rawlins, Business Representative
International Union of Operating Engineers
Local 286

Date: 2/8/2018

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By: Natalie Kelly
Natalie Kelly, Lead Organizer
UNITEHERE! Local 8

2-14-18

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 *
* 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, 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

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

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

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

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

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

1 contingent upon the Training Trust's future decisions on how to create a process and the cost for
2 public sector employer access. Furthermore, the parties agree to continue discussions concerning the
3 application of the Western Washington Apprenticeship Training Program for the purpose of
4 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.
2 Failure to obtain the CDL will result in separation of employment; except, employees who are
3 employed with the County as of February 4, 2000 who fail to pass the CDL physical exam will not be
4 separated from their position for having failed the physical exam unless such failure is due to a
5 positive test for drugs 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	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

16 The parties agree that, the ASE Premium shall be increased by the same percentage as the
17 general wage increase 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.4.1 Tool Replacement / Repair** – Tools normally furnished by the employee that
4 are verified lost on the job and under circumstances where retrieval would pose a danger to an
5 employee, shall be replaced by the County with a comparable tool of the same manufacturer.

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

8 **B.6 Apprenticeship Program** - The Parties agree to participate in the Greater Puget Sound
9 Area Automotive Machinists Apprenticeship Program as a means to hire and develop qualified
10 Automotive Machinists. The Parties further agree to continue labor-management discussions
11 regarding the program as needed during the term of this Agreement.

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

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

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

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

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

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

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

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

26 **B.8.5 Compensation**

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

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

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

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

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

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

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

25 **B.9 Scheduled Overtime** – Scheduled overtime in the Equipment Repair and Rental and the
26 Motorpool shops shall be awarded on a seniority basis with the most senior employee in the
27 classification within the shop being offered the opportunity to work the available overtime first. If
28 there are no volunteers then overtime shall be assigned in reverse seniority order. This provision

1 shall not apply to employees normally assigned as Field Mechanics.

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

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

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

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

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

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

13	14	15	16
	0000-1040 Hours	1041-2080 Hours	2081-4060 Hours
	85% of Step 1	90% of Step 1	95% of Step 1

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

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

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

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

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

4 **C.6 Welding Certification Pay** - A regular employee who holds either AWS or WABO
5 Certifications shall receive a premium of two dollars and seventeen cents (\$2.17) per hour. The
6 premium will be paid in addition to the employee's regular, base hourly rate of pay for all
7 compensated hours. The Parties agree that the Certification premium shall be increased by the same
8 percentage as the General Wage Increase each year.

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

14 **C.8 Assignment of Lead Duties** - When the Solid Waste Division had need for creating a
15 lead position which moves a current bargaining unit member to a different shift or schedule, it will
16 meet with the Union to confer on the decision and effects.

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

1 **APPENDIX D**

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

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4 Union Code: T2C

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

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

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10 Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
11 8201100	821201	Electrician I	53	1-2 *
12 8201300	821302	Electrician I - Lead	56	1-2 *
13 8201200	821401	Electrician II	57	1-2 *
14 8200100	821101	Electrician Helper	37	1-2
15 7360200	701201	Security Systems Technician	53	1-2*

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

17

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

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

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

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

28 **D.3** The County agrees to pay for the actual cost of any license required for the position. The

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

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

8 **D.5 Tools and Protective Clothing** - The County will provide all tools and protective
9 clothing required to perform the assigned work. The parties agree to utilize or convene a special
10 Labor Management Committee in affected Departments as soon as feasible after implementation of
11 the Agreement for the purpose of discussing fire retardant clothing.

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

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

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

24 **D.9 Licensing Requirements** - The parties agree that effective as of October 4, 2010, all
25 new hires into the positions of Electrician I, Electrician I Lead and Electrician II will be required to
26 possess and maintain a valid Washington State Journey Electrician certificate (01) as a condition of
27 employment. Security System Technicians will be required to possess and maintain a valid
28 Washington State Journey Electrician (01) or (06) certificate. Grandfathered employees in the

1 Facilities Management Division are not required to have a 01 electrician certificate as a condition of
2 being in the position of Electrician I for the duration of their employment with the County.

3 **D.10 Loss of License** - If an employee in the classification of Electrician I, Electrician Lead
4 or Electrician II loses their 01 certificate, the employee is required to immediately advise his or her
5 supervisor. The career service Electrician I will have 60 calendar days in which to get the 01
6 certificate renewed or is terminated from employment. If the career service employee in the
7 classification of Electrician Lead or Electrician II loses their 01 certificate, the employee may, at
8 management's discretion, be reassigned to perform work as an Electrician I until their certificate is
9 renewed within 60 calendar days and will be terminated from employment if the employee fails to
10 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.

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

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.
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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.
 20

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 Parking** - Upon presentation of a receipt, the County agrees to reimburse for parking, up

1 to ten dollars (\$10.00) for parking costs that result from overtime work or a callout.

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

4 **F.5 Backflow Certification** – When the County requires an employee to have a backflow
5 certification, the employee shall be provided paid release time during their regularly scheduled work
6 if necessary to complete the course and receive certification and to also reimburse the employee for
7 the costs of training and actual certification, upon completion.

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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.6.1** A shift bid on the basis of seniority shall be conducted every two (2) years.
15 This bid shall open up all positions at all facilities by classification. As shifts become vacant, shift
16 bids within a classification at that facility shall be conducted on the basis of seniority, as needed.

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

19 **G.8** The County will supply each employee seven (7) sets of pants, hats and shirts to be
20 replaced as needed, as determined by the County.

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

26 **G.10 Employee Transfer to a Different Facility (King County Correctional Facility or**
27 **Regional Justice Center)** - Once an employee has successfully completed the probationary period, if
28 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.

1 **APPENDIX H**

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

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4 Union Code(s): T2P

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

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

9 Job Class Code	PeopleSoft Job Code	Classification Title	Pay Range	Steps
10 8502100	853102	Operating Engineer I	45	1-2-3-4-5 *
11 8502200	853303	Operating Engineer II	50	1-2-3-4-5 *
12 8502400	853602	Operating Engineer II - Lead	53	1-2-3-4-5 *
13 8502300	853401	Operating Engineer III	54	1-2-3-4-5 *
14 * 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, or who can supply documentation of a minimum of five

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

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

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

15 **H.4 Vacation Preference** - Vacation preference requests for a period beginning January 1st
16 through the following January 1st must be received by Management not later than December 1st of
17 the preceding twelve (12) month period during which the vacation is being requested. Upon receipt
18 of the request, a vacation schedule will be developed and posted on or before January 1st. Vacation
19 preference requests will be granted on the basis of bargaining unit seniority provided that essential
20 operations are properly staffed at all times. All vacation requests made after December 1st will be
21 granted only with the mutual agreement of Management and the employee. (Supplants Section 9.9)

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

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

28 **H.7 Boiler Supervisor** – Employees are encouraged to pursue obtaining a City of Seattle

1 Boiler Supervisor Certificate. Employees who have obtained the certificate and avail themselves as a
2 Boiler Supervisor will receive fifty dollars (\$50.00) per month, less applicable taxes. The County can
3 cease paying the stipend in the event the employee is no longer desirous of performing the Boiler
4 Supervisor duties by either voluntarily withdrawing as a Boiler Supervisor or non-performance.

5 **H.7.1** Employees with a Boiler Supervisor Certificate will be paid two (2) hours of
6 overtime pay if called-out for a Boiler Supervisor response. (Supplants Section 7.6) Call, call-outs
7 and standby for eligible employees with a Boiler Supervisor Certificate will be equalized to the extent
8 possible.

9 **H.7.2** In the event an eligible employee with a Boiler Supervisor Certificate fails to
10 respond to Boiler Supervisor call and/or call-out, the County will then refer the call and/or call-out to
11 an outside contractor for response. (Modifies Section 14.2)

12 **H.7.3** Eligible employees are defined as Operating Engineers assigned to the Seattle
13 Downtown area and other Operating Engineers who have been approved by FMD.

14 **H.7.4** Section H.8 is prospective following ratification of the Agreement.

15 **H.8 Vehicle Backup Cameras** - The County agrees to provide vehicle backup cameras for
16 all County vehicles utilized by bargaining unit members to help prevent accidents and to ensure
17 safety.

18 **H.9 Safety Footwear** - The County will require all bargaining unit members to wear safety
19 footwear at all times during the course of their duties.

20 **H.10 Straight 8 Schedules**

21 Employees with paid meal periods are subject to being called back to work at any time during
22 a paid break or meal period. To this end, employees with paid meal periods are not allowed to leave
23 the employer's facility to which the employee is assigned, during their paid breaks or meal periods.
24 The employer will schedule break periods to assure adequate coverage, consistent with department
25 rules. This will include a 30 minute meal period, as well as two fifteen minute breaks (or intermittent
26 rest periods) during an eight hour shift. Due to the nature of the work, it may not be possible to
27 schedule and/or take such meal periods and break periods during the time specified in WAC 296-126-
28 092 (between two and five hours after the beginning of their work shift). Such meal periods and

1 break periods will be scheduled and taken as work demands allow. To the degree that this provision
2 conflicts with WAC 296-126-092, it shall be interpreted as an express waiver of the Washington
3 Administrative Code with respect to the time break is taken.

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

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.