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AGREEMENT

by and between

KING COUNTY

and

JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

January 1, 2006 through December 31, 2008

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JOINT CRAFTS COUNCIL
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AGREEMENT

by and between

KING COUNTY

and

JOINT CRAFTS COUNCIL

(Representing Construction Crafts Employees)

January 1, 2006 through December 31, 2008

These articles constitute an agreement, the terms of which have been negotiated in good faith between King County and the Joint Crafts Council (Union), whose members are listed under Article 19 - Duration. This agreement shall be subject to approval by ordinance by the Metropolitan County Council (Council) of King County, Washington.

1 **ARTICLE 1: PURPOSE**

2 1.1 The purpose of this Agreement is to promote the continued improvement of the
3 relationship between the County and its employees through their Union. The Articles of this
4 Agreement set forth the wages, hours, and working conditions for the bargaining unit employees.

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1 **ARTICLE 2: NON-DISCRIMINATION**

2 2.1 The County and the Union agree that they will not unlawfully discriminate in employment
3 against any employee by reason of race, color, age, sex, marital status, sexual orientation, creed,
4 religion, ancestry, national origin, or physical, mental or sensory disability.

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1 **ARTICLE 3: UNION RECOGNITION AND MEMBERSHIP**

2 **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining
3 representative of all regular, probationary, term-limited temporary and temporary employees whose
4 job classifications are in the work units listed in the attached Appendices.

5 **3.2 Dues and Fees** - It will be a condition of employment that all employees covered by this
6 Agreement who are members of the Union in good standing on the effective date of this Agreement
7 will remain members in good standing and those who are not members on the effective date of this
8 Agreement will on the thirtieth (30th) day following the effective date of this Agreement become and
9 remain members in good standing in the Union or pay fees to the Union to the extent permitted by
10 law. It will also be a condition of employment that all employees covered by this Agreement and
11 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30th) day
12 following the beginning of such employment become and remain members in good standing in the
13 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing
14 contained in this Section will require employees to join the Union who can substantiate, in
15 accordance with existing law, bona fide religious tenets or beliefs that prohibit the payment of dues or
16 initiation fees to Union organizations. Such employees will pay an amount of money equivalent to
17 regular Union dues and initiation fees to a non-religious charity or to another charitable organization
18 mutually agreed upon by the employee and the Union. Employees will furnish proof to the Union
19 each month that such payment has been made.

20 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
21 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a
22 written request for discharge and verifies that the employee received written notification of the
23 delinquency including the amount owing, the method of calculation, and the notification that the non-
24 payment after a period of no less than seven (7) days will result in discharge by the County. A copy
25 of each written notification will be mailed to the County concurrent with its mailing to the employee.

26 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an
27 employee, the County will have deducted from the pay of such employee the amount of dues and
28 initiation fees as certified by the Union and will transmit the amount to the Union.

1 **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any
2 claims made and against any suit instituted against the County on account of any check-off of dues
3 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in
4 error upon presentation of proper evidence thereof.

5 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or
6 promoted into a position included in the bargaining unit to sign a form which will inform them of the
7 Union's exclusive recognition. One (1) copy of the form will be retained by County, one (1) copy
8 will be given to the employee and the original will be sent to the Union. The County will notify the
9 Union when an employee leaves the bargaining unit.

10 **3.7 Payroll Deduction for Political Contributions** - The County shall, upon receipt of a
11 written authorization form that conforms to legal requirements, deduct from the pay of a bargaining
12 unit employee the amount of contribution the employee voluntarily chooses for deduction for political
13 purposes and shall transmit the same to the Union/designee, in accordance with instructions provided
14 by the Union.

1 **ARTICLE 4: MANAGEMENT RIGHTS**

2 **4.1 General** - The Union recognizes the prerogatives of the County to operate and manage its
3 affairs in all respects in accordance with its responsibilities and powers of authority, subject to the
4 terms and conditions of this Agreement.

5 **4.2 Rights Enumerated** - Unless modified by this Agreement, the County shall have the
6 right to determine staffing levels and work locations; recruit, examine, hire, appoint, promote, train,
7 layoff, and discipline and discharge regular employees for just cause; direct and assign the work;
8 develop and modify classification specifications; allocate positions to those classifications; allocate
9 employees to those positions; determine work shifts and work schedules; schedule and assign
10 overtime work; establish the methods, means and processes by which work is performed; establish
11 rules; and the right to take whatever actions are necessary in emergencies in order to assure the proper
12 functioning of the work units.

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

2 **5.1 Wage Rates** - The classifications of employees covered by this Agreement and the
3 corresponding rates of pay are set forth within Appendices "A" through "N" which are attached
4 hereto and made a part of this Agreement.

5 **5.2 STEP Advancement** - A regular employee may be hired at STEP 1 of the wage range
6 provided under the appendix covering the classification or above STEP 1 as provided under the
7 County's Personnel Guidelines. Upon completion of the probationary period for the initial hire into
8 the classification, the employee will move from the initial STEP hired to the next wage STEP in the
9 wage range, if hired at Step 1. If the employee is hired above Step 1, moving to the next Step is at the
10 hiring authority's discretion within the first year after hire. STEP increases thereafter will be
11 annually, on the date of the first Step movement after the initial hire into the classification, unless
12 otherwise provided in the applicable appendix, until the top STEP is reached. An employee working
13 less than full-time will receive STEP increases prorated based on the full-time work schedule of the
14 work unit.

15 **5.3 STEP on Promotion** - A regular employee who is promoted from one classification to a
16 higher paying classification will be placed into the pay STEP providing no less than a four and one-
17 half (4-1/2) percent increase in his/her base hourly rate of pay not to exceed the top pay STEP of the
18 higher paying classification.

19 **5.4 Temporary Employee Benefits** - In lieu of paid leaves and paid insured benefits, a
20 temporary employee may be eligible for participation in the Union's Health and Welfare Trust as
21 provided under the appendix, where applicable. The temporary employee may also be eligible to
22 receive other compensation provided under King County Code, as amended, in the event the
23 employee exceeds the calendar year working hours threshold.

24 **5.5 Temporary/Regular Positions** - Temporary employees will not be used to supplant
25 regular positions.

26 **5.6 COLA** - Effective with the beginning of the first full pay period nearest January 1 the
27 rates of pay set forth within Appendices "A" through "N" of each year of this Agreement (2006,
28 2007, 2008) will be increased by ninety (90) percent CPI-W, U.S. All Cities based on September to

1 September figures of the prior year; provided, however, said percentage increase will not be less than
2 two (2) percent nor will it exceed six (6) percent.

3 **5.7 Out-of-Classification** - An employee may be temporarily assigned in writing by the
4 manager/designee to a higher paid classification under this Agreement when the higher-level duties
5 and responsibilities comprise the majority of the work performed. The employee will be paid at the
6 first STEP of the higher paid classification that provides an increase of at least five (5) percent above
7 his/her base hourly rate of pay for the hours so assigned. In the event that the employee works out-of-
8 classification in excess of thirty (30) continuous days, all compensated hours will be at the higher rate
9 of pay. Such assignments will not be used to supplant positions or violate Union jurisdictional rights.
10 An employee assigned by the manager/designee to perform the duties of a lower paid classification on
11 a temporary basis will not have a reduction of wages.

12 **5.8 Lead Assignment** - An employee may be temporarily assigned in writing by the
13 manager/designee to perform lead duties. The employee will be paid seven and one-half (7-1/2)
14 percent above his/her base hourly rate of pay. In the event that the employee works as a lead in
15 excess of thirty (30) continuous days, all compensated hours will be at the higher rate of pay. This
16 provision will be superceded by lead level classifications in the attached appendices, if such
17 classifications have a higher wage rate than the employee's base hourly rate of pay.

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1 **ARTICLE 6: HOURS OF WORK**

2 **6.1 Standard Five-Eight (5-8) Work Schedule** - The standard work schedule will consist of
3 five (5) consecutive work days not to exceed eight (8) hours each, exclusive of the meal period and
4 not to exceed forty (40) hours per workweek, Monday through Friday inclusive.

5 **6.1.1 Four-Ten (4-10) Work Schedule** - There may be established a work schedule
6 comprising of four (4) consecutive work days of ten (10) consecutive hours each work day exclusive
7 of the meal period and not to exceed forty (40) hours per workweek. An established four-ten (4-10)
8 work schedule will provide for three (3) consecutive days off, one of which will be a Saturday and/or
9 a Sunday.

10 **6.1.2 Additional Work Schedules** - By mutual agreement, additional work schedules
11 may be established for each Appendix.

12 **6.2 First Shift** - An employee assigned to work on a shift beginning between the hours of
13 5:00 A.M. and 11:59 A.M. will be considered to be on first shift.

14 **6.2.1 Second Shift** - An employee assigned to work on a shift beginning between the
15 hours of 12:00 P.M. and 8:59 P.M. will be considered to be on second shift. The pay rate for an
16 employee assigned to second shift will be his/her base hourly rate of pay plus ten (10) percent. An
17 employee who is regularly assigned to the second shift will have all compensable time paid at the
18 higher rate of pay.

19 **6.2.2 Third Shift** - An employee assigned to work on a shift beginning between the
20 hours of 9:00 P.M. and 4:59 A.M. will be considered to be on third shift. The pay rate for an
21 employee assigned third shift will be his/her base hourly rate of pay plus fifteen (15) percent. An
22 employee who is regularly assigned to the third shift will have all compensable time paid at the higher
23 rate of pay.

24 **6.2.3 Overtime** - The additional hourly compensation (shift premium) paid to
25 employees assigned to second or third shift will not be paid for overtime hours worked by employees
26 who are assigned to first shift.

27 **6.3 Bid Postings** - All newly established on-going work schedules (days of work), shifts
28 (hours of work) and vacant positions in the work unit will be posted on work site bulletin boards.

1 Employees within the specific classification in the affected work unit will have the opportunity to bid
2 by seniority order for the work schedule, shift or vacancy. Absent adequate interest, the County may
3 assign employees within the classification in the affected work unit to the remaining work schedules,
4 shifts or vacancies by using inverse seniority order. Changes to work schedules or shifts will
5 normally require a two (2) week notice to affected employees. Work units are defined in each
6 Appendix.

7 **6.3.1 Altering of Work Schedule** - No employee will have his/her work schedule
8 altered for the purpose of avoiding the payment of overtime except when an employee bids for such
9 change as provided in Section 6.3. No employee will be required to work on his/her scheduled day
10 off in lieu of the employee's scheduled workday. An employee will not receive overtime pay for
11 working on Saturday or Sunday if either one or both of the days are part of his/her regular work
12 schedule.

13 **6.4 Planned Work Schedule and/or Shift Change** - The manager/designee may temporarily
14 change an employee's work schedule and/or shift for planned projects. Such change will normally
15 require at least two (2) weeks notice to the employee.

16 **6.5 Unanticipated/Work Schedule and/or Shift Change** - Normally, at least eight (8) hours
17 of advance notice will be given to an employee prior to temporarily changing the employee's work
18 schedule and/or shift to perform unanticipated projects and/or operations. In the event of snow
19 removal, flood control, sanding, or other operations due to acts of nature which may or may not be
20 anticipated, an employee may be placed on "Alert Status" and the eight (8) hours of advance notice
21 will not be required.

22 **6.6 Alert Status** - When Alert Status is called and implemented more than four (4) hours
23 prior to the start of an employee's regular shift, no less than four (4) hours of work within his/her
24 Alert Status shift will be paid for at the overtime rate of pay. In instances of a callout, as described in
25 Section 7.6.1, when an employee has been called back to work within four (4) hours of his/her regular
26 shift, the employee will be compensated at the overtime rate of pay for only the hours immediately
27 preceding the start of his/her regular shift or for all the hours worked in excess of eight (8) straight
28 time hours during the Alert Status shift, whichever is greater.

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6.6.1 Overtime While in Alert Status - An employee who is assigned to work an Alert Status shift will not be eligible to receive overtime pay in excess of that provided for within Section 6.6 until such time as he/she has worked eight (8) hours when assigned a (5-8) schedule, or ten (10) hours when assigned a (4-10) schedule at the straight time rate of pay during that shift or forty (40) hours in a workweek.

6.6.2 Implementation of Alert Status - Notwithstanding the provision of Section 7.6., implementation of Alert Status will be considered to have taken place when the work hours of the employee's normal shift have been altered without the required advance notification.

6.6.3 Compensation and Breaks While in Alert Status - An employee who is assigned to work an Alert Status shift will be compensated for all hours assigned to the shift inclusive of all breaks. Meal and rest periods will be taken in accordance with the provisions of this Agreement and applicable laws and regulations.

6.6.4 Shifts Resulting from Alert Status - Shifts resulting from implementation of Alert Status may be of varying duration but will be at least eight (8) hours.

6.6.5 Shift Premium - Work performed under Alert Status will not be subject to shift premium pay as described in Sections 6.2.1 and 6.2.2.

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 hourly rate of pay (overtime rate) for all additional hours worked in
4 excess of the eight (8) regular compensated hours per day or the forty (40) regular compensated hours
5 per workweek, or on a holiday recognized in this Agreement (in addition to the holiday pay).

6 **7.1.1** An employee on a 4-10 work schedule will be compensated at the rate of one
7 and one-half (1-1/2) times the employee's hourly rate of pay (overtime rate) for all additional hours
8 worked in excess of the ten (10) regular compensated hours per day or the forty (40) regular
9 compensated hours per workweek, or on a holiday recognized in this Agreement (in addition to the
10 holiday pay).

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

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

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

1 **7.5 Overtime Authorization** - All overtime will be authorized in advance by the
2 manager/designee in writing, except in emergencies. Saturday and Sunday work will not be
3 considered overtime when it is a regularly scheduled workday for the employee.

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

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

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

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

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1 **ARTICLE 8: HOLIDAYS**

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

5

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

16

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

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

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

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

1 two (2) hours of his/her accrued vacation leave applied in order to be compensated ten (10) hours for
2 each holiday identified within Section 8.1. As an alternative, employees working a 4-10 work
3 schedule may have their schedule changed by the County to a 5-8 work schedule during weeks which
4 have a holiday.

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

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

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

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

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

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.

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7 **EQUIVALENT ANNUAL VACATION**

8 **FOR FULL-TIME EMPLOYEE**

9

10 Full Years of Service (Beginning)	11 Working Days Per Year	12 Hours based on 40-hr workweek
13 0-5	12	96
14 6	15	120
15 9	16	128
16 11	20	160
17 17	21	168
18 18	22	176
19 19	23	184
20 20	24	192
21 21	25	200
22 22	26	208
23 23	27	216
24 24	28	224
25 25	29	232
26 26	30	240

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

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

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

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

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

21 **9.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued
22 and such use or payment is consistent with the provisions of this Article.

23 **9.6 Outside Employment** - No employee will work for compensation for the County in any
24 capacity during the time that the employee is on vacation leave.

25 **9.7 Partial Day Increments** - Vacation leave may be used in one-quarter (1/4) hour
26 increments at the discretion of the manager/designee.

27 **9.8 Payment to Assigns and Heirs** - In cases of separation from County employment by
28 death of an employee with accrued vacation leave and who has successfully completed his/her first

1 six (6) months of County service in a leave eligible position, payment of unused vacation leave up to
2 the maximum accrual amount will be made to the employee's estate, or, in applicable cases, as
3 provided for by State Law, RCW Title 11.

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

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

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

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

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1 **ARTICLE 10: SICK LEAVE**

2 **10.1 Sick Leave** - Regular, probationary, provisional and term-limited temporary employees
3 (herein after referred to as: "leave eligible employees") will accrue sick leave benefits at the rate of
4 0.04616 hours for each hour in pay status exclusive of overtime up to a maximum of eight (8) hours
5 per month. The employee is not entitled to sick leave if not previously earned.

6 **10.2 Vacation as an Extension of Sick Leave** - During the first six (6) months of service in
7 a leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any
8 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six
9 (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to
10 the County upon termination.

11 **10.3 Partial Day Increments** - Sick leave may be used in one quarter (1/4) hour increments
12 at the discretion of the manager/designee.

13 **10.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued
14 by a leave eligible employee.

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

20 **10.6 Pay upon Separation** - A regular or probationary (who has previously achieved career
21 service status) employee who has successfully completed at least five (5) years of County service and
22 who retires as a result of length of service or who separates by reason of death will be paid, or his/her
23 estate as provided for by RCW Title 11, as applicable, an amount equal to thirty-five percent (35%) of
24 his/her unused, accumulated sick leave multiplied by the employee's rate of pay in effect upon the
25 date of leaving County employment, less mandatory withholdings.

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

