





1 classification and special skills, if any, and other needs, if any. After five (5) working days the  
2 County may seek additional applicants through its Human Resources Division.

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

4       **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining  
5 representative of all employees whose job classifications are in the work units listed in Addendum  
6 "A".

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

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

28       **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an

1 employee, the County will have deducted from the pay of such employee the amount of dues and  
2 initiation fees as certified by the Union and will transmit the amount to the Union.

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

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

## 12 **ARTICLE 4: JOINT LABOR MANAGEMENT**

### 13 **4.1 Purpose**

14 The parties agree that the Joint Labor-Management Committee (JLMC) is established and  
15 authorized, consistent with applicable laws and the terms of this Agreement, to use principles of  
16 mutual gains bargaining to interpret, apply, resolve issues and interests affecting Labor and/or  
17 Management consistent with the following principles:

18 (1) To provide fair and reasonable rates of pay, hours, and working conditions  
19 for the employees concerned with the operations of the County as covered by this Agreement;

20 (2) To ensure the making of appointments and promotions as provided under  
21 the merit system and this Agreement;

22 (3) To provide stability of employment and to establish satisfactory tenure;

23 (4) To provide for improvement programs designed to aid employees in  
24 achieving their acknowledged and recognized objectives as outlined in this Agreement;

25 (5) To promote the highest degree of efficiency and responsibility in the  
26 performance of the work and the accomplishment of the public purposes of the County;

27 (6) To resolve disputes arising between the County and the Union relating to  
28 matters covered by this Agreement;

1 (7) To promote systematic labor/management cooperation between the County  
2 and its employees.

3 4.2 The JLMC does not waive or diminish management rights and does not waive or  
4 diminish Union rights of grievance or bargaining. The JLMC is authorized to bargain an issue  
5 including a specific provision contained in this Agreement only if the parties' authorized bargaining  
6 agents are present when bargaining. The parties recognize that the JLMC may not be able to resolve  
7 every issue.

8 4.3 Meetings - The parties agree that each JLMC shall meet at least quarterly. The  
9 JLMC shall be co-equal: there will be an approximately equal number of representatives from  
10 management and the Union, except for individuals serving in a resource capacity.

11 4.4 JLMC agenda items will be determined by mutual agreement of committee  
12 members. A maximum of four (4) union members from Power and two (2) from Rail will be released  
13 during normal work hours to attend a JLMC. Off duty employees who attend a JLMC will not be  
14 paid by the County.

15 The parties agree that they will use the JLMC to disclose, discuss and attempt to resolve any  
16 unfair labor practice (ULP) charge prior to filing a ULP charge.

17 **ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE**

18 5.1 A grievance shall be a dispute between a bargaining unit employee, or the Union, and the  
19 County involving the interpretation or application of this Agreement. Any grievance shall be  
20 resolved by the following procedure:

21 **5.2 Grievance Procedure**

22 A. In the event that a grievance arises, it shall be reduced to writing and set forth the  
23 following:

- 24 (1) Identity of the party or employee who claim to be aggrieved.
- 25 (2) Date of the occurrence, nature of the grievance, and the facts upon which it  
26 is based.
- 27 (3) The remedy or correction sought.
- 28 (4) The section(s) of this Agreement allegedly violated.

1           **B. Step 1:** Within ten (10) days of the date when the employee could reasonably be  
2 expected to know the basis for a grievance the steward shall present the written grievance to the  
3 Supervisor of Power or Superintendent of Way, Power and Signals or designee. Thereafter, the  
4 Supervisor of Power or Superintendent of Way, Power and Signals or designee shall meet with the  
5 employee and/or shop steward to discuss the grievance.

6           In the event no agreement is reached, the Supervisor of Power or Superintendent of Way,  
7 Power and Signals or designee shall, within fifteen (15) days from receipt of grievance, notify the  
8 employee and/or Union steward of its rejection. If the Union Business Representative determines  
9 that the grievance has merit, it may be referred to Step 2 within ten (10) days of notification of the  
10 employer's rejection.

11           **Step 2:** The grievance shall be presented to the manager or designee. Thereafter,  
12 the manager or designee shall meet with the employee and the Union Business  
13 Representative/designee to review and discuss the grievance. In the event no agreement is reached,  
14 the manager/designee shall, within fifteen (15) days of such meeting, notify the Union Business  
15 Representative or designee of its rejection of the grievance. The Union Business Representative or  
16 designee may, within ten (10) days from the notification, refer the grievance to Step 3.

17           **Step 3:** If no agreement was reached at Step 2, the grievance may be presented to  
18 the Labor Relations Director or designee within ten (10) days of receipt of the Step 2 response.  
19 Thereafter, the Business Representative or designee of the Union will meet with the Labor Relations  
20 Director or designee and other appropriate personnel for the purpose of resolving the grievance. The  
21 meeting shall be held within fifteen (15) days of the Step 3 referral.

22           A written reply to the Union shall be made within twenty (20) days after such meeting is  
23 concluded. In the event that no agreement can be reached at Step 3, the Union Business  
24 Representative may appeal to arbitration by so notifying the Labor Relations Director or designee in  
25 writing by registered or certified mail within fifteen (15) days after the Union has received  
26 notification of the Step 3 decision.

### 27           **5.3 Arbitration Procedure**

28           **A.** In the event that the grievance is not resolved in accordance with the provisions of

1 this grievance procedure it may be submitted to an impartial arbitrator selected using the following  
2 procedure:

3 1. The County and the Union shall mutually agree upon an impartial arbitrator.

4 2. The selected impartial arbitrator may hear one (1) or more cases if mutually  
5 agreed by both parties and provided said arbitrator hears and decides each case independently before  
6 proceeding to the next case.

7 3. If the parties cannot agree upon the selection of an arbitrator, the parties  
8 will request a list of five (5) arbitrators from the FMCS or PERC and the parties will by lot determine  
9 which strikes off first of the list of arbitrators and proceed through the list until one arbitrator  
10 remains.

11 B. The Union and the County both agree that the submission of a case to arbitration  
12 shall be based on the original written grievance as submitted in Step 2 of the grievance procedure.  
13 The grievance shall specify the nature of the grievance, act or event grieved, the date of occurrence,  
14 the identity of the party, employee or employees who claim to be aggrieved, the provision of the  
15 Agreement that has been violated and the remedy sought. This procedure will not bar the  
16 presentation of evidence or testimony which was submitted in the grievance process.

17 C. The party desiring arbitration shall give notice thereof within the time limits set  
18 forth in Step 3 of the grievance procedure. The time limitations within this Article may be extended  
19 by mutual agreement between the parties.

20 D. Unless agreed upon in writing by both parties prior to the scheduling of the  
21 arbitration, no more than one (1) grievance, dispute, or controversy shall be submitted before the  
22 same arbitrator at one (1) hearing.

23 E. At the conclusion of the arbitration hearing, the arbitrator shall establish time  
24 limitations for the submission of briefs, if necessary, and shall determine the date upon which the  
25 issue or grievance submitted for arbitration shall be determined.

26 F. The power and authority of the arbitrator shall be to hear and decide each dispute  
27 and shall be strictly limited to deciding whether there has been a violation of a provision of this  
28 Agreement. The arbitrator shall not have the authority to add or subtract from or modify any of the

1 terms of this Agreement. The decision of the arbitrator shall be based solely on relevant evidence  
2 and arguments presented to him/her by the parties and such decision shall be final and binding.

3 **G.** The expense of the impartial arbitrator shall be borne equally by the parties. Each  
4 party is responsible for their own cost of representation, including but not limited to attorneys fees,  
5 regardless of the outcome of the arbitration.

6 **5.4** New hired probationary and temporary employees can not grieve or appeal a job  
7 separation under this Agreement.

8 **5.5** No regular employee will be disciplined except for just cause.

9 **5.6** By mutual agreement, the parties can elect to mediate a grievance. Mediation does not  
10 supplant the grievance or arbitration process.

11 **ARTICLE 6: HOLIDAYS**

12 **6.1** Regular and probationary (herein referred to as, "leave eligible employees") who work a  
13 full-time workweek schedule shall be entitled to the following legal holidays without reduction in  
14 pay:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving
Christmas Day

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26 and any day designated by public proclamation by the governor and as approved by the Council.

27 **6.1.1 Part-time Employees** - Leave eligible employees who work a part-time  
28 workweek schedule will be granted each of the holidays with pay as provided for within Sections 6.1



1 and 6.2 prorated to reflect their normally scheduled work day if the holiday falls on a regular scheduled  
2 workday.

3 **6.2 Floating Holidays** - Full-time leave eligible employees will receive two (2) additional  
4 personal holidays (16 hours) to be administered through the vacation plan. One (1) holiday will be  
5 added to accrued vacation on the first of October and one (1) holiday will be added the first of  
6 November of each year. These days will be used in the same manner as any vacation day earned.

7 **6.3** To be eligible for the holiday, such employees must be on pay status on the regularly  
8 scheduled workday immediately preceding and immediately following a holiday.

9 **6.4** New employees starting work the day after a holiday shall not be entitled to pay for the  
10 holiday preceding their first day of work. Employees quitting work or discharged for cause shall not  
11 be entitled to pay for the holiday, if any, following their last day of work.

12 **6.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular  
13 workweek schedule is Monday through Friday, holidays falling on a Saturday will be observed on the  
14 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For  
15 those leave eligible employees whose regular work schedule requires working on a Saturday and/or  
16 Sunday, holidays falling on these days will be observed on the actual date of the holiday.

17 **6.6 Maximum Holiday Pay** - The maximum holiday pay is eight (8) hours of regular, straight-  
18 time pay.

1 **ARTICLE 7: VACATIONS**

2 **7.1 Accrual Schedule** - Regular and probationary employees (herein referred to as, "leave  
3 eligible employees") hired after May 22, 2002 who work a full-time schedule will accrue vacation  
4 leave benefits as described below and further qualified by this section.

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<b>EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE</b>	
<b>Full Years of Service (Upon Beginning year)</b>	<b>Annual Leave in Days</b>
0-5	12
6	15
9	16
11	20
17	21
18	22
19	23
20	24
21	25
22	26
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20 **7.1.1** Employees hired on or before May 22, 2002 are eligible for vacation as provided  
21 below. Accrual rates are effective January 1 of the year in which the service requirement is met:

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<b>Years of Employment</b>	<b>Annual Vacation Days Earned</b>
5 or more years' service	15 working days per year
8 or more years' service	16 working days per year
10 or more years' service	20 working days per year
16 years' service	21 working days per year
17 years' service	22 working days per year

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Years of Employment	Annual Vacation Days Earned
18 years' service	23 working days per year
19 years' service	24 working days per year
20 years' service	25 working days per year
21 years' service	26 working days per year
22 years' service	27 working days per year
23 years' service	28 working days per year
24 years' service	29 working days per year
25 years' service	30 working days per year

**7.1.2 Part-time Employees** - Leave eligible employees who work a part-time workweek schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in Sections 7.1 or 7.1.1, depending on the date of hire, prorated to reflect their normally scheduled workday.

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

**7.3 Maximum Accrual** - Leave eligible employees who work a full-time workweek schedule may accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time workweek schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond the maximum amount. However, vacation leave beyond the maximum amount will be allowed by the manager/designee if the carry over is because of cyclical workloads, work assignments or for other reasons.

**7.4 Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave until he/she has successfully completed his/her initial six (6) months of County service in a leave eligible position. If a leave eligible employee leaves County employment prior to successfully completing his/her initial six (6) months of County service, he/she will forfeit and not be paid for

1 accrued vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her  
2 date of separation up to the maximum accrual amount if the employee has successfully completed  
3 his/her initial six (6) months of County service in a leave eligible position. Payment will be the accrued  
4 vacation leave multiplied by the employee's rate in effect upon the date of leaving County employment  
5 less mandatory withholdings. This section does not limit an employee's use of accrued vacation leave  
6 for a qualifying event under the Washington Family Care Act.

7       **7.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued and  
8 such use or payment is consistent with the provisions of this Article.

9       **7.6 Outside Employment** - No employee will work for compensation directly for the County  
10 in any capacity during the time that the employee is on vacation leave.

11       **7.7 Partial Day Increments** - Approved vacation leave may be used in one-quarter (1/4) hour  
12 increments.

13       **7.8 Payment to Assigns and Heirs** - In cases of separation from County employment by death  
14 of an employee with accrued vacation leave and who has successfully completed his/her initial six (6)  
15 months of County service in a leave eligible position, payment of unused vacation leave up to the  
16 maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for  
17 by State Law, RCW Title 11.

18       **7.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the  
19 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the  
20 employees while maintaining the efficient functioning of the work unit.

21       **7.10 Notification While on Paid Vacation** - If a leave eligible employee is injured or becomes  
22 ill while on paid vacation, in order to receive sick leave for that time, he/she must notify the  
23 manager/designee on the first day of the injury or illness or as soon as practical, but not later than the  
24 first day after returning to work, unless otherwise required by law. A health care provider's  
25 certification maybe required as provided under Section 8.12.

26       **7.11 Restoration following Separation** - If an employee resigns from a full-time regular or  
27 part-time regular position with the county in good standing or is laid off and subsequently returns to  
28 county employment within two years from such resignation or lay off, as applicable, the employee's

1 prior County service shall be counted in determining the vacation leave accrual rate.

2 **ARTICLE 8: SICK LEAVE**

3 **8.1 Sick Leave** - Regular and probationary employees (herein after referred to as, "leave  
4 eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay  
5 status exclusive of overtime up to a maximum of eight (8) hours per month. Except, that sick leave will  
6 not begin to accrue until the first of the month following the month in which the employee commenced  
7 employment. The employee is not entitled to sick leave if not previously earned.

8 **8.2 Vacation as an extension of Sick Leave** - During the first six (6) months of service in a  
9 leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any  
10 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six  
11 (6) months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the  
12 County upon termination. This section does not limit an employee's use of accrued vacation leave for a  
13 qualifying event under the Washington Family Care Act.

14 **8.3 Partial Day Increments** - Approved sick leave may be used in one quarter (1/4) hour  
15 increments.

16 **8.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by  
17 leave eligible employee.

18 **8.5 Restoration following Separation** - Separation from employment except by reason of  
19 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave  
20 eligible employee as of the date of separation. Should the regular employee resign in good standing, be  
21 laid off or separated for non-disciplinary medical reasons and return to County employment within two  
22 (2) years, his/her accrued sick leave will be restored.

23 **8.6 Pay upon Separation** - A leave eligible employee who has successfully completed at least  
24 five (5) years of County service and who retires as a result of length of service or who separates by  
25 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an  
26 amount equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the  
27 employee's base rate of pay in effect upon the date of leaving County employment, less mandatory  
28 withholdings.

1           **8.6.1** Employees retiring under the City of Seattle retirement plan may elect to have  
2 the legal equivalent paid for medical care premiums in lieu of cash.

3           **8.6.2** Cash payment of unused sick leave may be deferred for a period of one (1) year  
4 or less; provided, however, that the employee notifies the Human Resources Division of his/her  
5 desire to do so at the time of retirement. Requests for deferred cash payment of unused sick leave  
6 shall be made in writing.

7           **8.7 Leave Without Pay for Employee's Health Reasons - For FMLA/KCFML qualified**  
8 **leave**, an employee must use all of his/her sick leave before taking unpaid leave for his/her own  
9 health reasons. If the injury is compensable under the County's workers compensation program, then  
10 the employee has the option to augment or not augment time loss payments with the use of accrued  
11 sick leave.

12           **8.8 Leave Without Pay for Family Reasons** - For a leave for family reasons, the employee  
13 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when  
14 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty  
15 (80) hours of accrued sick leave.

16           **8.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her  
17 sick leave must use accrued vacation leave before going on leave of absence without pay, (this  
18 section does not apply to Sections 8.7 or 8.8) if approved by his/her manager/designee.

19           **8.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

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

28                   2. An employee who chooses to augment workers compensation payments

1 with the use of accrued sick leave will notify the workers compensation office in writing at the  
2 beginning of the leave;

3 C. Exposure to contagious diseases and resulting quarantine.

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

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

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

10 G. **Family Medical Leave** - To care for other family members, if:

11 1. The family member is (1) the employee's spouse or domestic partner; (2)  
12 the employee's child, a child of the employee's spouse or domestic partner; (3) the parent of the  
13 employee, employee's spouse or domestic partner; (4) an individual who stands or stood in loco  
14 parentis to the employee, the employee's spouse or domestic partner; or (5) a grandparent of the  
15 employee; and,

16 2. The reason for the leave is one of the following:

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

20 b. The care of the employee's child or child of the employee's spouse  
21 or domestic partner whose illness or health condition requires treatment or supervision by the  
22 employee; or

23 c. The care of a family member because he/she has a serious health  
24 condition or an emergency condition.

25 H. Leave eligible employees who do not qualify for use of sick leave as provided  
26 under Section 8.10.G can use sick leave in the maximum amount of three (3) days per year when an  
27 employee is required to care for an immediate family member who suffers from a serious health  
28 condition; or as otherwise provided by law.

1           **8.11 Unpaid Leave** - An employee who has been employed by the County for twelve (12)  
2 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding  
3 twelve (12) months may take a total of up to eighteen (18) workweeks unpaid leave for his or her  
4 own serious health condition, and for family reasons as provided in Sections 8.10.F and 8.10.G  
5 combined, within a twelve (12) month period. The leave may be continuous, which is consecutive  
6 days or weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is  
7 subject to the following conditions:

8                   **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child  
9 for adoption or foster care for non-medical reasons, an employee may take leave intermittently or on  
10 a reduced leave schedule.

11                   **B. Reduced Schedules** - An employee may take leave intermittently or on a reduced  
12 schedule when medically necessary due to a serious health condition of the employee or family  
13 member of the employee; and

14                   **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a  
15 reduced leave schedule, under Section 8.11.B that is foreseeable based on planned medical treatment,  
16 the manager/designee may require the employee to transfer temporarily to an available alternative  
17 position for which the employee is qualified and that has equivalent pay and benefits and that better  
18 accommodates recurring periods of leave than the regular position of the employee.

19                   **8.11.1 Concurrent Time** - Use of donated leave will run concurrently with the  
20 eighteen (18) workweek family medical leave entitlement.

21                   **8.11.2 Insurance Premiums** - The County will continue its contribution toward  
22 health care during any unpaid leave taken under Section 8.11.

23                   **8.11.3 Return to Work from Unpaid Leave** - An employee who returns from  
24 unpaid family or medical leave within the time provided in this Article is entitled the same seniority  
25 accrued before the date on which leave commenced, subject to layoff provisions, to the following in  
26 ranked order:

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

28                           **B.** A position with equivalent status, benefits, pay and other terms and



1 conditions of employment.

2           **8.11.4 Failure to Return to Work** - Failure to return to work by the expiration date  
3 of the leave of absence may be cause for removal and result in termination of the employee from  
4 County service.

5           **8.12 Provider Certification** - The manager/designee and employee are responsible for the  
6 proper administration of the sick leave benefit. Verification from a licensed health care provider may  
7 be reasonably required to substantiate the health condition of the employee or family member for  
8 leave requests.

9           **8.12.1** Unless specifically instructed otherwise for the same injury or illness, the  
10 employee shall promptly notify the Supervisor of Power or Superintendent of Way, Power and  
11 Signals or designee, by telephone or otherwise, each day off due to illness. If an employee is on a  
12 special work shift, particularly where a relief replacement is necessary if he/she is absent, he/she shall  
13 notify the Supervisor of Power or Superintendent of Way, Power and Signals or designee as far in  
14 advance as possible of his/her scheduled time to report for work.

15           **8.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted or  
16 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,  
17 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of  
18 self care because of mental or physical disability.

19 **ARTICLE 9: PAID LEAVES**

20           **9.1 Donation of Leaves** - Donation of vacation leave hours and donation of sick leave hours.

21           **A. Vacation leave hours**

22           **1. Approval Required** - An employee eligible for paid leave may donate a  
23 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such  
24 donation will occur upon written request to and approval of the donating and receiving employee's  
25 supervisor; except, that requests for vacation donation made for the purposes of supplementing the  
26 sick leave benefits of the receiving employee will not be denied unless approval would result in a  
27 departmental hardship for the receiving department.

28           **2. Limitations** - The number of hours donated will not exceed the donor's

1 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted  
2 where it would cause the employee receiving the transfer to exceed his/her maximum vacation  
3 accrual.

4 **3. Return of Unused Donations** - Donated vacation leave hours must be used  
5 within ninety (90) calendar days following the date of donation. Donated hours not used within  
6 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated  
7 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.  
8 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

9 **B. Sick leave hours.**

10 **1. Written Notice Required** - An employee eligible for paid leave may  
11 donate a portion of his/her accrued sick leave to another employee eligible for leave benefits upon  
12 written notice to the donating and receiving employee's supervisor.

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

17 **3. Return of Unused Donations** - Donated sick leave hours must be used  
18 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death  
19 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from  
20 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions  
21 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be  
22 accrued sick leave hours.

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

26 **D. Conversion Rate** - All vacation and sick leave hours donated will be converted to  
27 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar  
28 value will then be divided by the receiving employee's hourly rate to determine the actual number of

1 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's  
2 straight time hourly rate at the time of reversion.

3 **9.2 Organ Donors Leave** - The manager/designee will allow an employee eligible for paid  
4 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but  
5 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days  
6 paid leave provided;

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

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

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

17 **9.3 Bereavement Leave**

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

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

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

27 **D. Family Defined** - Immediate family means, as used in this Article: spouse,  
28 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the

1 employee, employee's spouse or employee's domestic partner.

2           E. The Supervisor of Power or Superintendent of Way, Power and Signals or  
3 designee may authorize time off for the purpose of attending the funeral of a relative other than a  
4 close relative, as defined above, not to exceed five (5) days; such time off being chargeable to the  
5 sick leave account of the employee.

6           **9.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up to  
7 three (3) days of sick leave each year to allow the employee to perform volunteer services at the  
8 school attended by the employee's child provided; an employee requesting to use sick leave for this  
9 purpose will submit such request in writing specifying the name of the school and the nature of the  
10 volunteer services to be performed.

11           **9.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be entitled  
12 to his/her regular County pay; provided, that fees for such jury duty, exclusive of mileage, are turned  
13 over to their Supervisor. The employee will report back to their manager/designee when dismissed  
14 from jury service.

15           **9.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary  
16 time off with pay for the purpose of participating in County qualifying or promotional examinations.  
17 This will include time required to complete any required interviews.

18           **9.7 Military Leave** - A leave of absence for active military duty or active military training duty  
19 will be granted to eligible employees in accordance with applicable provisions of state and/or federal  
20 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the  
21 employee and accompanied by a validated copy of military orders ordering such active duty or active  
22 training duty.

## 23 **ARTICLE 10: INDUSTRIAL INJURY OR ILLNESS**

24           In the case of any disability which is covered by State Industrial Insurance or Worker's  
25 Compensation, the County will pay to such disabled employee an occupational disability allowance  
26 equal to the difference between eighty percent (80%) of his/her regular straight-time wages and the  
27 amount of State compensation, with the stipulation that the first five (5) working days of disability  
28 shall be at his/her regular straight-time wage less any State compensation which may apply. The

1 County will continue to pay eighty percent (80%) of his/her regular straight-time wages, less State  
2 compensation, for an additional period of 255 working days to make a total of 260 days.

3 **ARTICLE 11: LEAVE OF ABSENCE**

4 **11.1**

5 **A.** A leave of absence without pay, for other than military leave or health reasons,  
6 may be granted to a regular employee by the Supervisor of Power or Superintendent of Way, Power  
7 and Signals or designee. The employee must request a leave of absence without pay in writing and  
8 present the request to the Supervisor of Power or Superintendent of Way, Power and Signals or  
9 designee. The employee must use all accumulated vacation before being granted a leave of absence  
10 without pay.

11 **B.** A leave of absence without pay will terminate at the end of the period granted.  
12 Except for military leave, in no case may a continuous leave of absence without pay be granted for a  
13 period longer than one (1) year unless otherwise required by law.

14 **C.** Except as allowed for military leave or as may be required by applicable federal or  
15 state law, an employee on leave of absence without pay will not qualify for paid employee benefits  
16 during the leave period if the leave is for thirty (30) or more days. The employee's supervisor must  
17 notify the department's benefits and records section immediately of any leave of absence in excess of  
18 thirty (30) days.

19 **D.** The department will reinstate an employee in his/her former classification at the  
20 end of a leave of absence without pay provided the employee is able to perform the duties of his/her  
21 position. An employee on leave will be subject to layoff to the same extent as active employees.  
22 Failure to return from leave of absence without pay on the specified date will constitute a resignation.

23 **11.2** One (1) day of leave per Agreement year without loss of pay may be taken with  
24 approval of the Supervisor of Power or Superintendent of Way, Power and Signals/designee when it  
25 is necessary that the employee be off work in the event of a family emergency. This leave may not  
26 be carried into the next payroll year or cashed out.

1 **ARTICLE 12: HOURS OF WORK**

2 12.1 The standard workweek shall consist of five (5) consecutive working days of eight (8)  
3 hours each aggregating forty (40) hours per week.

4 12.2 During the standard workweek, the day shift shall consist of an eight and one-half (8-  
5 1/2) hour period with an unpaid one-half (1/2) hour off for lunch. The day shift(s) shall start no  
6 earlier than 6:00 a.m. and end no later than 6:00 p.m. For scheduled meal periods, employees shall  
7 eat at the location arranged by the Supervisor of Power or Superintendent of Way, Power and Signals  
8 or designee; provided, such location has clean toilet facilities and a place to eat their lunch.

9 12.3 Whenever it is necessary to meet the County's needs, hours of work may be scheduled  
10 to cover the period from 6:00 p.m. to 6:00 a.m. Shifts that start before 6:00 a.m. or end after 6:00  
11 p.m. shall be an eight (8) hour shift with a paid 30 minute meal period between the second (2nd) and  
12 fifth (5th) hour of the shift. The County will make every reasonable effort to provide the employee  
13 with an uninterrupted meal period. If the meal period should be interrupted due to performing a work  
14 task, upon the completion of the task, the meal period will be continued until the employee has  
15 received a 30 minute meal period. Time spent performing the task is not considered part of the meal  
16 period. Employees working such shift shall be paid at the regular straight-time wage rate for any  
17 eight (8) hour shift plus any wage differential which may be allowed under Section 13.6 of this  
18 Agreement.

19 12.4 All shifts will be scheduled to start on the hour or half hour. Notice of such shift(s)  
20 change shall be given as far in advance as possible but no less than ten (10) days prior to  
21 implementation and shall continue for a minimum of ten (10) consecutive work days.

22 **ARTICLE 13: WAGE RATES**

23 13.1 The County agrees to pay to its employees and the Union agrees that its members  
24 employed by the County will accept the wage scales for the various classifications set forth and  
25 contained in Addendum "A" of this Agreement which reflects no increase from the 2010 wage scales.

26 13.2 **Lead Utility Line Worker** - Temporary lead utility line workers shall be compensated  
27 at 107.5% of the journey level classification in which such employees are working, when so assigned  
28 as in-charge. Lead utility line workers shall be assigned by the Supervisor of Power/designee when a

1 line crew of which at least two (2) journey level workers are on a job together with no crew chief.  
2 The lead utility line worker shall continue to work as a member of the crew.

3 **13.3 Lead Electrician Constructor** - A temporary lead Electrician Constructor shall be  
4 compensated at 107.5% of the journey level classification when there are two (2) or more electricians  
5 working beyond the standard forty (40) hour work week with no Electrician Crew Constructor Chief,  
6 and the temporary lead assignment has been designated by the Supervisor of Power/designee.

7 **13.4 Lead Cable Splicer** - A temporary lead Cable Splicer shall be compensated at 112.5%  
8 of the journey level classification when assigned by the Supervisor of Power/designee to assume lead  
9 responsibilities when two or more Cable Splicers are working together in the absence of the Cable  
10 Splicer Crew Chief.

11 **13.5 Lead Rail Electrical Worker** - Employees designated as temporary Lead Rail  
12 Electrical Workers shall be compensated at 107.5% of the journey level classification, when so  
13 assigned as in-charge. Lead Rail Electrical Workers shall be assigned by the Superintendent of Way,  
14 Power and Signals or designee when a crew of which at least two (2) journey level workers are on a  
15 job together with no supervisor. The Lead Rail Electrical Worker shall continue to work as a  
16 member of the crew.

17 **13.6 Shift Differential** - Employees regularly assigned to a shift other than a day shift on a  
18 straight-time basis shall receive a wage differential of three dollars (\$3.00) per hour for all hours  
19 worked, provided that the shift is regularly scheduled to start before 6:00 a.m. or end after 6:00 p.m.

### 20 **13.7 Cost of Living**

21 1. Employees will not receive a 2011 Cost of Living adjustment in their wages.

22 2. In 2012, 2013, and 2014, the parties agree that wages will be increased by  
23 percentage amounts shown below:

24 A. Effective January 1, 2012, Employees shall be eligible to receive 90% of  
25 the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price  
26 Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the  
27 current year). Zero floor and no ceiling.

28 B. Effective January 1, 2013, Employees shall be eligible to receive 95% of

1 the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price  
2 Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the  
3 current year). Zero floor and no ceiling.

4 C. Effective January 1, 2014, Employees shall be eligible to receive 95% of  
5 the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price  
6 Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the  
7 current year). Zero floor and no ceiling.

### 8 13.8 Overtime

9 A. Overtime is defined to be work over the time regularly required for the  
10 performance of the duties of any particular position; and/or work on any day which is not included in  
11 the regular and ordinary time required, nor included in work schedules promulgated by the County  
12 for performance of the duties in any particular position, and/or work on any holiday listed under  
13 Article 6 falling on Monday through Friday, inclusive. Overtime work shall be compensated at the  
14 double-time rate of pay.

15 B. **Scheduled Overtime** - relates to employees instructed before quitting time or  
16 notified at least twelve (12) hours in advance of starting time, to report for overtime work at a stated  
17 hour.

18 C. **Nonscheduled Overtime** - relates to employees who are requested, without notice  
19 as defined in "Scheduled Overtime", to report for emergency overtime work.

20 D. If questions should arise with regard to the scheduling of overtime, management,  
21 upon request, will provide a verbal explanation on a case-by-case basis.

22 13.9 **Holiday Pay** - All work performed on holidays shall be compensated at overtime rate in  
23 addition to the holiday pay under Section 6.1. No combination of overtime payments to an employee  
24 shall exceed three (3) times the regular rate of pay.

### 25 13.10 Work Outside of Classification

26 A. In cases of extreme emergencies, employees may be required to perform work  
27 outside of their classification. In such a case, the employee affected shall, whenever practicable, be  
28 under the direct supervision of a crew chief or other worker regularly performing this work.



1           B. In the case of an employee being employed at two (2) classifications in the same  
2 half-day, s/he shall receive the higher rate of pay for that half (1/2) day. Replacement relief of a  
3 higher classification shall be at the same rate of pay as that of the relieved person. Holidays falling in  
4 the replacement period shall be at the higher rate provided the employee works the day before and the  
5 day after the holiday. The higher rate of pay does not apply to vacation or sick leave occurring  
6 during such assignment.

7           C.

8                   1. Utility Line Worker Helpers may be assigned by the Supervisor of  
9 Power/designee and shall receive Line Material Workers' rate of pay when driving any tower, pole,  
10 reel, digger, crane, bucket or underground truck, when said truck is engaged in construction or  
11 maintenance. Whenever feasible, Employer shall provide Line Material Workers to drive any of the  
12 above equipment when used for any purpose.

13                   2. Line Material Workers or Utility Line Worker Helpers shall receive the  
14 Pole Hauler rate of pay when operating the equipment on a boom truck when in close proximity to  
15 energized overhead lines or the equipment on a pole truck, digger, reel truck or reel trailer.

16           **13.11 License/Certification Pay** - Employer agrees to arrange for and to pay one hundred  
17 percent 100% of all mandatory education required by the County and State to retain those licenses  
18 and certifications necessary for continued employment.

19           **13.12 Relieved from Duty Pay** - Employees relieved from duty except for cause during the  
20 first half of the day or shift shall receive not less than one-half (1/2) day's pay; if relieved from duty  
21 except for cause after having been on duty more than one-half (1/2) day, they shall receive a full  
22 day's pay, unless relieved at their own request.

23           **13.13 Call-Out Pay**

24                   A. Employees shall receive an amount not less than the equal to four (4) hours  
25 straight-time pay each time called out from their homes at times other than regular working hours.  
26 They shall be paid the regular overtime rates from the time they leave home until they return to their  
27 homes, except no pay shall be allowed while eating or sleeping; provided, however, that if employees  
28 are notified before leaving their regular daily work to report for duty after regular working hours,

1 they shall be paid only from the time they report to headquarters until the time of their return to  
2 headquarters; but in any event, not less than the equal of four (4) hours straight-time pay.

3           **B.** Employees called for duty less than five (5) hours before the beginning of regular  
4 working hours or shift hours, shall be paid overtime (except intermission for meals) from the time  
5 they are called until the beginning of their regular working hours or shift hours. Regular hours or  
6 shift hours following shall be at straight-time.

7           **13.14 Standby Pay** - Employees may be asked to make themselves available to respond to  
8 emergencies by being placed on standby duty. Employees who accept standby duty are to be  
9 available to a phone or to respond to a County provided pager. The employee will be compensated  
10 for standby duty at the rate of 12.75% per hour of the hourly rate of pay for Utility Line Worker.

11           **13.15 High-time Pay** - All workers employed on work poles or towers seventy-five (75) feet  
12 above ground or higher shall be paid at the rate of double-time while working at such heights. This  
13 rule does not apply when workers are working on the roofs of buildings where no exceptional hazard  
14 exists. For Rail employees, the seventy-five feet will be calculated as the distance from the ground  
15 when the employee is elevated in any type of lift equipment. High time pay will be paid on an actual  
16 time basis.

17           **13.16 Clothing and Equipment Allowance Pay**

18           **1. Power:** All regular and Term Limited Temporary employees shall be paid an  
19 annual maximum of one hundred fifty dollars (\$150.00) for work clothing and equipment. This  
20 payment will be paid annually in the pay period that covers April 1st.

21           **2. Rail:** All regular employees shall be paid an annual maximum of one hundred fifty  
22 dollars (\$150.00) for work clothing and equipment. This payment will be paid annually in the pay  
23 period that covers April 1st.

24           **13.17 Boot Allowance**

25           **1. Power:** The County shall pay annually one hundred and fifty dollars (\$150.00) per  
26 employee for the cost of purchasing protective footwear. Such footwear will comply with ASTM  
27 F2413-05 I/75 C/75 EH with all leather upper, or as may be amended. This payment will be paid  
28 annually in the pay period that covers April 1st.

1           **2. Rail:** The County shall pay three hundred and fifty dollars (\$350.00) per employee  
2 during the term of the Agreement as a lump sum payment via payroll for the cost of purchasing  
3 protective footwear. This payment will be paid only in the pay period that covers April 1st of the  
4 first year of the contract.

5           **13.18 Common Biweekly Payroll System.** The parties agree the County has the right to  
6 implement a common biweekly payroll system that will standardize pay practices and Fair Labor  
7 Standards Act work weeks. The parties agree that applicable provisions of the collective bargaining  
8 agreement may be re-opened at any time during the life of this agreement by the County for the  
9 purpose of negotiating these standardized pay practices, to the extent required by law.

10 **ARTICLE 14: MEAL PERIODS**

11           **14.1** For regularly scheduled shifts, meal periods shall be as near as practical to mid-shift;  
12 however, not less than three (3) nor more than five (5) hours from the beginning of the shift.

13           **14.2** Employees scheduled to work overtime shall furnish their meal for the first eight (8)  
14 hours worked as if on a regular scheduled shift.

15           **14.3** Meals and meal periods for scheduled overtime hours worked either before or after a  
16 normally scheduled shift shall be as follows:

17           **A.** An employee who begins unscheduled overtime work two (2) or more hours  
18 before the start of a regular scheduled shift, or begins scheduled overtime work more than two (2)  
19 hours before the start of a regular scheduled shift shall be eligible for a meal allowance at eighty  
20 percent (80%) of the straight-time journey level rate of pay.

21           **B.** An employee who works one and one-half (1-1/2) or more hours beyond the end of  
22 the regular scheduled shift shall be eligible for a meal allowance at eighty percent (80%) of the  
23 straight-time journey level rate of pay.

24           **C.** An employee who is scheduled to return for work within two (2) hours or less  
25 from the end of the regular scheduled shift shall be eligible for a meal allowance at eighty percent  
26 (80%) of the straight-time journey level rate of pay.

27           **D.** All succeeding meal periods will be in six (6) hour increments and will be covered  
28 as a meal allowance at eighty percent (80%) of the straight-time journey level rate of pay.

1           **14.4** Employees called in for unscheduled overtime work shall be eligible for a meal  
2 allowance if such work is performed up to or continues after an established meal period. For  
3 purposes of this section, established meal periods shall be 6:00 a.m., 12:00 p.m., 6:00 p.m. and 12:00  
4 midnight. The 6:00 a.m. and 12:00 p.m. meals shall be paid at eighty percent (80%) or the straight-  
5 time journey level hourly rate of pay. The 6:00 p.m. and 12:00 midnight meals shall be paid at eighty  
6 percent (80%) of the straight-time journey level hourly rate of pay.

7           **14.5** Employees required to work during their meal period shall receive the overtime rate of  
8 pay for such portion of the meal period worked. The amount of the time used for the meal period  
9 shall then be deducted from the regular or overtime compensation.

10           **14.6** Employees shall be paid a meal allowance consistent with the meal rates established in  
11 this Article. A meal allowance will be subject to taxes and withholdings as appropriate.

12 **ARTICLE 15: GENERAL AND MISCELLANEOUS**

13           **15.1** No wage rate, reasonable condition, or privilege not inconsistent with this agreement  
14 and presently enjoyed by any classification of employees covered by this Agreement shall be reduced  
15 because of the signing of this Agreement.

16           **15.2 Union Representative**

17           **A.** The authorized representatives of the Union shall be allowed admission to any job  
18 at any reasonable time for the purpose of investigating conditions existing on the job. On projects  
19 which are under military guard, the County will cooperate with Union representatives in this regard  
20 as far as regulations will permit.

21           **B.** Such authorized Union representatives shall confine their activities during such  
22 investigations to matters relating to this Agreement and will first make their presence known to the  
23 County.

24           **15.3 Stewards** - The Union Business Manager and/or Representative shall have the right to  
25 appoint a steward at any shop or on any job where workers are employed under the terms of this  
26 Agreement. The steward shall see that the provisions of this Agreement are observed, and he/she  
27 shall be allowed reasonable time to perform these duties during regular working hours. The County  
28 shall be furnished with the names of stewards so appointed. Under no circumstances shall the County

1 dismiss or otherwise discriminate against an employee for making a complaint or giving evidence  
2 with respect to an alleged violation of any provision of this Agreement.

3 **15.4 Distribution of the Agreement** - A copy of this Agreement shall be made available to  
4 employees of the County as set forth under Addendum "A". Bulletin boards shall be maintained at  
5 all permanent headquarters and shall be available to the Union for posting of official Union bulletins.

6 **15.5 Union Leave of Absence** - Any employee elected or appointed to office in the Union  
7 which requires a part of or all of his/her time, shall be given a leave of absence upon application.  
8 He/she shall not lose any seniority established with the County at the time of the leave of absence.

9 **15.6 Apprenticeship**

10 A. If both parties to this Agreement recognize that an appropriate system of  
11 apprenticeship is desirable, they may agree to form a Joint Committee whose functions shall be to  
12 recommend to the appropriate bodies any procedures necessary in the attainment of this objective as  
13 contemplated.

14 B. This Committee shall be composed of a maximum of three (3) representatives of  
15 the County and a maximum of three (3) representatives of the Union.

16 **15.7** In the event that there is a material change to the work represented by the Union due to  
17 changes in technology or future automation, the County agrees to bargain the impact as required by  
18 law through the JLMC and with the County's Labor Negotiator.

19 **15.8** The County agrees to not contract work historically performed by the members of the  
20 bargaining unit if the contracting of such work eliminates positions in the bargaining unit. If, in order  
21 to secure funding for a specific time-limited project, the County is required to contract all or part of  
22 the work to be performed due to limitations imposed by a funding agreement, said contracting will  
23 not be considered a violation of this section. The County agrees to provide the Union, upon request,  
24 documentation to support any contracting of work under the terms of this section. The County retains  
25 the right to contract work that it has historically contracted.

26 **15.9 Defendant in Civil Action** - Whenever an employee is named as a defendant in a civil  
27 action arising out of the performance of the employee's duties and, acting within the scope of  
28 employment, the Prosecuting Attorney's Office shall, at the written request of the employee, furnish

1 counsel to represent the employee to the final determination of the action, without cost to the  
2 employee. Where a possible conflict exists between the County and the employee, the Prosecuting  
3 Attorney may, at his or her sole discretion, appoint outside counsel as a special deputy prosecuting  
4 attorney to represent the employee. In such cases, the County shall be responsible for payment of  
5 costs incurred in such defense. This provision will be governed by the terms of King County Code  
6 4.12.090.

7 **ARTICLE 16: TEMPORARY EMPLOYEES**

8       **16.1** Temporary employees shall mean a person who is employed for a period of time not to  
9 exceed six (6) months per calendar year. However, temporary employees may be used for a  
10 maximum period of twelve (12) months on a special project or to back-fill for a regular employee, or  
11 for a longer period if agreed to by the Union when the special project or back-fill extends beyond  
12 twelve (12) months.

13       **16.2** A temporary employee who is later hired as a regular employee in the same  
14 classification, the temporary employment period will count as service credit for pay purposes and the  
15 service will count for seniority accrual and continuous service credit only during a single period of  
16 temporary employment; provided, however, when a temporary employee is terminated by the County  
17 and rehired as a regular employee within thirty (30) days, the prior service shall be credited as the  
18 employee's continuous service for purposes of seniority only. A temporary employee who  
19 voluntarily resigns, is discharged or has more than thirty (30) consecutive days lapse in employment  
20 will not be eligible for prior service credit for purposes of seniority, pay or benefits if rehired as a  
21 regular or temporary employee.

22       **16.3** Temporary employees who are hired to work no more than 1040 hours in a calendar  
23 year will be eligible for a premium of ten percent (10%) of his/her base hourly rate of pay for all  
24 regular compensated hours and a bus pass.

25       **16.4** Temporary employees who are hired to work more than a 1040 hours in a calendar year  
26 are eligible for paid leaves, insured benefits and a bus pass in accordance with the Agreement.

27       **16.5** The County retains the right to recruit directly for permanent vacancies.

28       **16.6** Temporary employees who are selected by the County for a regular position in the same

1 classification shall serve a six (6) month probationary period; however, if the employee has ninety  
2 (90) or more days of continuous temporary employment in the classification at the time of selection,  
3 the probationary period shall be reduced to three (3) months.

#### 4 **ARTICLE 17: WORK RULES**

5       17.1 The work rules contained in Article 17 and not inconsistent with the other provisions of  
6 this Agreement are hereby adopted and will remain in effect until modified or amended. Any  
7 changes in the working rules between the County and the Union shall be promulgated in the form of a  
8 Memorandum-of-Agreement supplementary to and incorporated in this Agreement.

#### 9       **17.2 Health and Safety**

10           A. All work shall be done in a competent manner and in accordance with the State of  
11 Washington safety codes. When greater clearances are specified by the County standards than called  
12 for as a minimum by the State Construction Code, then the County standards shall prevail.

13           B. It shall not be considered a violation of this Agreement when workers refuse to  
14 work with unsafe equipment, or where adequate safeguards are not provided, and when the facilities  
15 and services are not being maintained in a reasonable sanitary condition.

16           C. All employees in classifications whose work requires them to climb shall be  
17 instructed in pole-top rescue and resuscitation to become and remain proficient in their application.

18           D. Safety meetings shall be scheduled on a suitable work day each month.

19           E. When a job has been assigned to an individual or crew, and after inspecting or  
20 attempting to do the job it has been turned back unfinished, the reason for turning it back must be put  
21 in writing by that individual. Special note must be made of extra-ordinary hazards, and this  
22 information must be given to all employees or crews that are later requested to do the same job.

23           F. An employee who works five (5) continuous hours of overtime into the eight (8)  
24 hour period immediately prior to the commencement of his/her regularly scheduled shift may choose  
25 to take eight consecutive hours of rest or to work the shift at his/her regular straight-time rate of pay.  
26 However, for safety reasons, a Chief of Power may relieve an employee from continuous duty over  
27 eight (8) hours at any time. If an employee opts not to work his/her regularly scheduled shift or is  
28 relieved for safety reasons by a Chief of Power, the employee may use sick leave to compensate for

1 the time off from the shift.

2       **17.3 Classification Relief** - As a matter of general personnel administration, an employee  
3 can be expected to assume responsibilities and perform duties within their craft above or below  
4 his/her classification in a relief capacity for a portion of his/her time, except where contrary to current  
5 practices.

6       **17.4 Transporting (applies to Power only)** - Line Material Workers shall not be  
7 downgraded, nor Utility Line Worker Helpers upgraded for driving any truck when used for the sole  
8 purpose of transporting workers, supplies or equipment.

9       **17.5 Helpers - (applies to Power only)** Employees classified as Helpers will in no event be  
10 used as substitutes to replace journey level workers.

11       **17.6 Pole Framing (applies to Power only)** - All framing of poles will be done by Utility  
12 Line Workers with the help of Utility Line Worker Helpers. The erection of poles or pulling of poles  
13 will be done by Line or Pole Crews. Each Pole Crew is to carry at least one (1) Utility Line Worker  
14 in addition to a Line Crew Chief. A pole that is exclusively used for lighting, and does not require  
15 the use of a digger to install may be set with a Line Material Worker and a Journey Utility Line  
16 Worker/Electrician Constructor.

17       **17.7 Tree Trimming** – In Power, all tree trimming, where there is a possibility of contact  
18 with transmission or distribution circuits, will be done by Utility Line Workers. In Rail, Rail  
19 Electrical Workers will trim trees that interfere with train movement or electrical installations related  
20 to rail.

21       **17.8 Pulling Cable** – In Power, a crew pulling underground cables with power shall include  
22 not less than two (2) cable splicers and shall be supervised by a Cable Splicer Crew Chief. In Rail,  
23 the pulling of underground cables with power equipment will include no less than two (2) Rail  
24 Electrical Workers supervised by a temporary Lead Rail Electrical Worker.

25       **17.9 Underground Work** – In Power, any work performed in the underground system other  
26 than inspections shall require two (2) workers at the Cable Splicer's rate of pay. Inspections may  
27 include pumping and "one call dig" identification. Under no circumstance shall inspection be  
28 interpreted to mean work on a cable. Inspections shall require two (2) workers, one (1) of which



1 shall receive Cable Splicer's rate of pay. The other worker may be a Journey Utility Line Worker or  
2 qualified Line Material Worker. For the purpose of this Article no Line Material Worker shall be  
3 deemed qualified until they have satisfactorily completed a course in vault rescue and received  
4 confined space training. In Rail, any electrical work performed in an underground vault of the rail  
5 system will require two (2) Rail Electrical Workers.

6 **17.10 Hot Tapping** – In Power, all hot tapping on a pole shall be done by a journey level  
7 Utility Line Worker. In Rail, all hot tapping on the rail system will be done by Rail Electrical  
8 Workers.

9 **17.11 Staffing**

10 A. There shall be an Electrician constructor Crew Chief and a Line Crew Chief on the  
11 day shift, Monday through Friday, except holidays.

12 B. Electrician Constructor Crew Chief(s) shall not supervise more than ten (10)  
13 Electrician Constructors/Temporary Lead Workers in Charge/Fire Detection System Specialists.

14 C. When there are at least three (3) but not more than six (6) Electrician Constructors  
15 and/or Fire Detection System Specialists assigned to work on the same project, job or assignment,  
16 one shall be designated by the Supervisor of Power or Superintendent of Way, Power and  
17 Signals/designee to be the Temporary Lead Worker in charge provided there is no other supervision  
18 on the project, job or assignment. Fire Detection System Specialists shall only be designated as  
19 Temporary Lead Worker in Charge when such project, job or assignment is on fire detection systems.

20 D. When two (2) or more Electrician Constructors and/or Fire Detection System  
21 Specialists are on a shift without an Electrician constructor Crew Chief or Chief of Power assigned to  
22 the shift, one shall be designated by the Supervisor of Power or Superintendent of Way, Power and  
23 Signals/designee to be the Temporary Lead Worker in charge.

24 E. Supervision for Utility Line Worker shall be set forth as provided under WAC  
25 296-45-65015. Man-in-charge shall mean Temporary Lead Worker in Charge, and non-climbing  
26 Foreman shall mean Temporary Line Crew Chief and Line Crew Chief.

27 **17.12 Reporting** - Workers shall not be required to report before or after their regular work  
28 periods to other than their regular headquarters for the purpose of picking up vehicles or materials.

1 When employees are required to put in time before or after their regular working hours for the  
2 purpose of servicing vehicles or for loading material, only the additional time worked shall be  
3 compensated for at the overtime rate.

4 **17.13 Meetings** - Workers shall not be required to attend meetings called by the County  
5 except during the regular working hours unless compensated.

6 **17.14 Shift Selection**

7 **A.** Annually, employees with more than six (6) months of service shall select their  
8 one (1) year shift schedule by seniority. The shift shall rotate every three (3) months in December,  
9 March, June and September. The effective date of the shift rotation will be on the beginning of the  
10 payroll period following the 15th of the month after each of the listed months. Except for projects,  
11 jobs, or assignments, in the event that a shift is significantly changed the parties will bargain any  
12 impacts as required by law. For purposes of this Agreement, the determination of what constitutes a  
13 significant change in a shift shall be decided by the Joint Labor - Management Committee and such  
14 decision shall not be subject to the grievance procedures under Article 5. Employees shall be  
15 permitted to trade shifts for a three (3) month rotation period, provided it is at no cost to the County.  
16 Sign-ups shall be posted the first day of December and employees must make their selection no later  
17 than December 15th, exceptions may be made on a case by case basis. The Supervisor of Power or  
18 Superintendent of Way, Power and Signals or designee shall determine days off for all shifts.

19 **B.** The Supervisor of Power or Superintendent of Way, Power and Signals/designee  
20 shall have the right to transfer employees from one shift to another without regard to seniority when it  
21 is necessary to fill a vacancy caused by the absence of an employee, subject to the provisions of  
22 Sections 17.15 and 17.16.

23 **C.** All employees appointed to regular positions must successfully serve a  
24 probationary period equivalent of six (6) months of full-time employment.

25 **17.15 Transfer**

26 **A.** Where the County desires the transfer of employees from one shift to another, no  
27 loss in regular pay shall result and a nominal fifteen and one-half (15-1/2) hours off duty between  
28 shifts shall be allowed and the overtime rate shall be paid for all time less than the nominal fifteen

1 and one-half (15-1/2) hours off duty; except when employees are required to change shifts due to  
2 unscheduled relief, seven and one-half (7-1/2) hours off between shifts shall be the rule which  
3 applies.

4           **B.** When an employee is transferred to any position in which he/she has had no  
5 previous experience, he/she shall be given a reasonable break-in period with an experienced worker  
6 in that position.

7           **17.16 Work Schedule for Position** - The schedule for regular working days and regular days  
8 off goes with the job and not the worker, and an employee exercising the option for the change from  
9 one job to another assumes the working days and days off of the new job and anything pertaining to  
10 his/her schedule for the old job ceases at the beginning of the new job.

11           **17.17 Promotion** - An employee who is promoted to another classification may request to  
12 return to his/her previously held classification provided:

13           **A.** A written request is submitted to the Supervisor of Power or Superintendent of  
14 Way, Power and Signals or designee,

15           **B.** There is a regular position vacant in the classification the employee desires to  
16 return to,

17           **C.** The employee meets all the current job requirements of the classification he/she  
18 desires to return to,

19           **D.** The County is able to recruit and train a qualified replacement for the position that  
20 will be vacated by the employee, and

21           **E.** The County incurs no additional expense or inconvenience in honoring the request.

22           **F.** Except in the event of a layoff, an employee who is promoted to a non-represented  
23 classification within the Power Section, may elect to return to his/her previously held bargaining unit  
24 classification under the conditions set forth above. Provided the written request is made within one  
25 (1) year of the promotion to the non-represented classification.

26           **17.18 Travel** - Each employee shall be assigned a designated place(s) to report to work. The  
27 employee shall report to the place designated at the commencement of the working day and after  
28 reporting, shall be regarded as on duty; and that employee shall not be required to report to any other

1 place(s) for work, or to pick up trucks, materials, equipment, etc. Travel from shop to shop (travel  
2 between the place of reporting and the actual place of work) shall be part of the employee's work  
3 time, and any transportation necessary shall be provided by the County.

4 **17.19 Private Vehicles** - All employees called for emergency non-scheduled overtime, when  
5 directed by the Supervisor of Power or Superintendent of Way, Power and Signals or designee to use  
6 their private car for transportation, shall be reimbursed at the prevailing IRS mileage rate for each  
7 mile traveled from their homes and return, plus toll bridge costs.

8 **17.20 REDUCTION IN FORCE AND REHIRE**

9 A. Seniority shall accrue for all regular employees covered by this Agreement and  
10 shall be the period of continuous employment. In the case of a reduction in force, seniority shall  
11 apply. A regular employee who advances to a higher classification and who returns to former  
12 classification shall retain his/her original seniority in such classification plus time accumulated in the  
13 advanced classification.

14 B. A seniority list shall be made up and posted when these working rules take effect  
15 on the basis of length of service only, and this shall remain in effect until deviations there from are  
16 decided upon.

17 C. Employees laid off as a result of a reduction in force shall be laid off according to  
18 seniority with the least time being the first to go. In the event there are two or more employees  
19 eligible for layoff within the division with the same classification and seniority, the Supervisor of  
20 Power or Superintendent of Way, Power and Signals or designee will determine the order of layoff  
21 based on employee performance.

22 D. When a reduction in force is necessary, the Union and the employees who may be  
23 affected shall be notified at least thirty (30) calendar days prior to the effective date. At such time as  
24 a reduction in force is of such an emergency nature as to prevent thirty (30) calendar days notice, the  
25 earliest possible notification will be given.

26 E. Employees in a higher classification who have been notified of layoff may use  
27 seniority to bump the least senior employee in a lower classification within the bargaining unit and  
28 Section provided they are qualified.

1 F. Employees laid off will be eligible for rehire into positions of the same  
2 classification according to seniority with King County. That is, the employee laid off last will be the  
3 first rehired.

4 **ARTICLE 18: SAVING CLAUSE**

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

11 **ARTICLE 19: WORK STOPPAGE**

12 The County and the Union agree that the public interest requires efficient and uninterrupted  
13 performance of all County services and to this end pledge their best efforts to avoid or eliminate any  
14 conduct contrary to this objective. Specifically, the Union shall not cause or condone any work  
15 stoppage, strike, slowdown or other interference with County functions by employees under this  
16 Agreement. The Union and its officers shall, in good faith, use every reasonable effort to terminate  
17 such unauthorized action.

18 **ARTICLE 20: PERFORMANCE EVALUATIONS**

19 The County may conduct performance evaluations at least annually as part of a systematic  
20 and equitable employee performance management system.

21 **ARTICLE 21: MEDICAL, DENTAL & LIFE INSURANCE**

22 King County presently participates in group medical, dental and life insurance programs. The  
23 County agrees to maintain the level of benefits in these plans during the term of this Agreement,  
24 provided that the Union and County agree to incorporate changes to employee insurance benefits  
25 which the County may implement as a result of the agreement of the Joint Labor-Management  
26 Insurance Committee. Coverage eligibility will be governed by the 2005 King County Personnel  
27 Guidelines.

