



## KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

### Signature Report

#### Ordinance 20111

**Proposed No.** 2026-0167.1

**Sponsors** Perry

1           AN ORDINANCE approving and adopting the collective  
2           bargaining agreement negotiated by and between King  
3           County and the International Brotherhood of Electrical  
4           Workers, Local 77, representing employees in the Metro  
5           transit department; and establishing the effective date of  
6           said agreement.

7           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8           SECTION 1. The collective bargaining agreement negotiated by and between  
9           King County and the International Brotherhood of Electrical Workers, Local 77,  
10          representing employees in the Metro transit department, which is Attachment A to this  
11          ordinance; and establishing the effective date of said agreement.

Ordinance 20111

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- 12            SECTION 2. Terms and conditions of the agreement shall be effective on  
13    January 1, 2026, through and including December 31, 2027.

Ordinance 20111 was introduced on 7/7/2026 and passed by the Metropolitan King County Council on 7/14/2026, by the following vote:

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Fain, Lewis,  
Mosqueda and von Reichbauer  
Excused: 1 - Perry

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Signed by:

*Sarah Perry*

062AC77E76FB49B...

Sarah Perry, Chair

ATTEST:

DocuSigned by:

*Melani Hay*

8DE1BB375AD3422...

Melani Hay, Clerk of the Council

APPROVED this \_\_\_\_ day of 7/20/2026, \_\_\_\_.

Signed by:

*Girmay Zahilay*

B7B9CFF6992F49A...

Girmay Zahilay, County Executive

**Attachments:** A. Agreement by and Between King County and International Brotherhood of Electrical Workers, Local 77 Metro Transit Department

**AGREEMENT BY AND BETWEEN**  
**KING COUNTY**  
**AND**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77**  
**METRO TRANSIT DEPARTMENT**  
**[101/E2]**

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## **ARTICLE 1: SCOPE, PURPOSE, AND NON-DISCRIMINATION**

**1.1 Scope.** This Agreement, the terms of which have been negotiated in good faith, is made and entered into by and between King County ("County"), its successors and assigns, and the International Brotherhood of Electrical Workers, Local Union No. 77 ("Union"). This Agreement shall be subject to approval by Ordinance of the Metropolitan King County Council and to ratification in accordance with the policy of the Union.

### **1.2. Purpose.**

The County and the Union recognize that harmonious relations should be maintained between the parties and with the public. The County, the Union, and the public have a common and sympathetic interest in the progress of the electrical industry. All will benefit by continuous labor peace and by adjusting any difference which may arise by rational common-sense methods. Therefore, the County and the Union hereby agree to establish and adhere to the consultative procedure set forth within, and to maintain a relationship consistent with the principles set forth within.

### **1.3. Non-Discrimination.**

The County and the Union will not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment on the basis of sex, race, color, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age and retirement provisions, creed, status as a family caregiver, military status, union status, marital status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression.

## **ARTICLE 2: EMPLOYMENT AND JOB POSTINGS**

**2.1.** The County shall select all employees in accordance with the Merit System. When the County has openings in this bargaining unit, the Union will be so notified in writing and invited to refer qualified applicants within five (5) working days of such notice. Such notice shall stipulate classification and special skills, if any, and other needs, if any. After five (5) working days, the

County may seek additional applicants through its Human Resources Division.

**2.2.** Employees are encouraged to seek advancement within their specific work units, as well as within the County as a whole.

**2.3.** Term Limited Temporary (TLT) position postings will also be posted as Special Duty Assignment (SDA) opportunities.

**2.4.** Internal Career Service and TLT employees (also known as comprehensive leave eligible employees) that are represented by the Union and who meet a positions' minimum qualifications and pass any required test for the position will be given a first-round interview, either by phone or in person, whichever is applicable in the process.

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

**3.1. Recognition.** The County recognizes the Union as the sole collective bargaining representative of all employees whose job classifications are listed in Addendum A, which by this reference is made a part of this Agreement, or in new or added classifications in the Metro Transit Department where the employees perform substantially similar work as the present job classifications.

**3.2. Union Dues.** The Union will notify the County of its dues and fees and all changes thereto.

**3.3. Dues Deduction.** Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall have deducted from the pay of such employee the amount of dues and fees as certified by the Union and shall transmit the same to the treasurer of the Union.

**3.4. Revocation of Dues Deduction Authorization.** An employee may revoke their authorization for payroll deductions of payments to their Union by written notice to the Union in accordance with the terms and conditions of their membership authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the County of confirmation from the Union that the terms of the employee's authorization regarding dues deduction revocation have been met.

**3.5. Indemnification and Hold Harmless.** The Union agrees to indemnify and hold the County harmless against any liability which may arise by reason of any action taken by the County to

comply with the provisions of this Article, including for any legal fees or expenses incurred in connection with such action. The County will promptly notify the Union in writing of any claim, demand, suit, or other form of liability asserted against it relating to its implementation of this Article. The Union agrees to refund to the County any amounts paid to it in error on account of the check-off of Union dues or fees upon presentation of proper evidence thereof.

**3.6. Union Notification** – If the Department of Human Resources has the information in the employee records, it will supply the Union with the following information within approximately five working days of a new employee’s hire date or new Union eligibility:

1. First and last name
2. USPS mail address
3. Home, work, and/or cell phone number
4. Work e-mail address
5. Job classification/title
6. Department
7. Division
8. Work location
9. Date of hire
10. Hourly or salary pay status
11. Rate of pay
12. FTE status (if applicable)
13. Personal e-mail address

#### **ARTICLE 4: LABOR MANAGEMENT COMMITTEE**

##### **4.1. Purpose**

The parties agree that a Labor-Management Committee (LMC) is established for each Metro Transit Department Division that members of this bargaining unit are assigned to and is authorized, consistent with applicable laws and the terms of this Agreement, to use principles of interest-based discussion to resolve issues and interests affecting Labor and/or Management consistent with the following principles:

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

2. To ensure the making of appointments and promotions as provided under this Agreement.

3. To provide stability of employment and to establish satisfactory tenure.

4. To provide for improvement programs designed to aid employees in achieving their acknowledged and recognized objectives as outlined in this Agreement.

5. To promote the highest degree of efficiency and responsibility in the performance of the work and the accomplishment of the public purposes of the County.

6. To resolve disputes arising between the County and the Union relating to matters covered by this Agreement.

7. To promote systematic labor/management cooperation between the County and its employees.

The parties agree that a Joint Labor Management Committee (JLMC) meeting of both LMCs may be convened by the parties two (2) times per year.

**4.2.** The LMC does not waive or diminish management rights and does not waive or diminish Union or County rights of grievance or bargaining. The LMC is not authorized to bargain. Discussions that require bargaining shall be referred to the parties' authorized bargaining agents. The parties recognize that the LMC may not be able to resolve every issue.

**4.3. Meetings** - The parties agree that each LMC shall meet at least quarterly. There will be an approximately equal number of representatives from the County and the Union. If either party intends to increase their normal attendance in order to accommodate guests or individuals serving in a resource capacity, they will attempt to notify the other party in advance.

**4.4.** LMC agenda items will be determined by mutual agreement of committee members. A maximum of four Union members will be released from duty without loss of pay during their normal work hours to attend a LMC. Off duty employees who attend an LMC will not be paid by the County.

**4.5.** The parties agree that they may use the LMC to disclose, discuss and attempt to resolve

any Unfair Labor Practice (ULP) allegation prior to filing a ULP charge. If the alleged ULP is not disclosed and discussed in an LMC meeting, the parties agree that thirty (30) calendar days prior to filing an unfair labor practice (ULP) complaint the complaining party will notify the other party, in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing would otherwise pass.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

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

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

**5.3. Grievance Definition.** A grievance is defined as an allegation by either party to this Agreement that a violation of one or more terms of this Agreement has occurred.

**A. Exclusive Representative** – The Union will not be required to press employee grievances if in the Union’s opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee. However, if employees also have access to the Personnel Board for adjudicating disciplinary or reclassification grievances then selection by the employee of one procedure will preclude access to other procedures and the selection must be made no later than Step 2 of this grievance procedure. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Union’s legal obligations for representation, unless the employee and Union mutually agree otherwise. Copies of all written reprimands, suspensions, disciplinary demotions, or discharges shall concurrently be forwarded to the Union.

**5.4. Access to Grievance Procedure.** Though employees will have no independent unilateral privilege or right to invoke the grievance procedure, an employee’s complaint may be presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1 by the Union.

**A. STEP-1** - Superintendent/designee - A grievance must be presented in writing by the shop steward or the Union representative within 30 calendar days of the occurrence or employee/Union knowledge of such grievance. The grievance shall be presented to the employee's Superintendent or designee and will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

1. The Superintendent/designee will meet with the employee and Union representative to discuss the grievance within 15 calendar days of the receipt of the STEP 1 grievance.

2. The Superintendent/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.

3. If the Union does not pursue the grievance to STEP 2 within 15 calendar days after receiving the supervisor/designee's written decision, the grievance will be precluded from further appeal.

**B. STEP-2** - Section Manager/designee - The grievance will be presented in writing to the Section Manager/designee for investigation, discussion, and written reply.

1. The Section Manager/designee will meet with the employee and Union to discuss the grievance within 15 calendar days of the receipt of the STEP 2 grievance.

2. The Section Manager/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.

3. If the Union does not pursue the grievance to STEP 3 within 15 calendar days after receiving the Section Manager/designee's written decision, the grievance will be precluded from further appeal.

**C. STEP-3** - Office of Labor Relations - Labor Negotiator/designee

1. The Labor Negotiator/designee will meet and/or discuss the grievance with the Union within 15 calendar days of the receipt of the STEP 3 grievance.

2. The Labor Negotiator/designee will issue a written decision to the employee and the Union within 15 calendar days following the meeting and/or discussion.

3. If the Union does not pursue the grievance to STEP 4 - Arbitration within

1 15 calendar days after receiving the Step 3 written decision, the grievance will be precluded from  
2 further appeal.

3 **D. STEP-4 - Arbitration** - Should the decision of the Labor Negotiator/designee at  
4 STEP 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth  
5 below.

6 **1. Selection Process.** The representatives for the parties will select a third  
7 disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a  
8 third party to serve as an arbitrator, then the arbitrator will be selected from a panel of 11 names  
9 furnished by Public Employment Relations Commission (PERC) or Federal Mediation and  
10 Conciliation Services (FMCS). The arbitrator will be selected from the list by both the County  
11 representative and the Union representative each alternately striking a name from the list until only  
12 one name remains. Both parties will participate in a coin toss to determine who goes first for the  
13 arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision  
14 will be final and binding upon all parties to the dispute.

15 **2. Arbitrator's Authority Limited.** The arbitrator will have no power to add  
16 to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate  
17 new agreements, but will have the power only to apply and interpret the provisions of this Agreement  
18 in reaching a decision.

19 **3. Arbitration Expenses.** The arbitrator's fee and expenses will be paid  
20 equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon  
21 in advance, will be paid equally by the County and the Union. Each party will pay the full costs and  
22 fees of its representatives, including attorneys' fees and the expenses of any witnesses appearing on  
23 its own behalf, regardless of the outcome of the arbitration and regardless of the subject matter of the  
24 dispute. Adverse County employee witnesses will be granted time off using their own paid leave  
25 whenever operationally feasible, with advance notice.

26 **5.5. Mediation.** Any party, at any time during the grievance process, can request mediation  
27 as a form of alternative dispute resolution. If both parties agree to mediate, an impartial mediator will  
28 be selected by mutual agreement prior to moving the grievance to arbitration.

**5.6. Timelines.** Timelines under this Article may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step no grievance step may be bypassed. If the final calendar day falls on a Saturday, Sunday, County recognized holiday or the County is closed for business, the next following normal day of business will be considered the final calendar day.

**5.7. Grievances of Disciplinary Action.** Career Service employees are subject to a just cause standard for discipline.

**A.** Verbal or written performance or counseling documents shall not be considered discipline and may not be appealed to any level of this process.

**B.** Disciplinary oral reprimands that have been reduced to writing and disciplinary written reprimands shall enter the grievance process at STEP 1.

**C.** Grievances of disciplinary action involving suspension, demotion, or termination shall enter the grievance process at STEP 2.

**D.** The provisions of this Article will not apply to probationary, temporary, provisional, and TLT employees if they are disciplined or discharged because said employees are “at will” and not covered by the “just cause” requirement of this Agreement.

## **ARTICLE 6: HOLIDAYS**

**6.1. Holidays.** All comprehensive leave eligible employees shall be granted the following designated holidays with pay:

| <b>HOLIDAYS</b>             |                           |
|-----------------------------|---------------------------|
| New Year’s Day              | January 1                 |
| Martin Luther King Jr., Day | Third Monday in January   |
| President’s Day             | Third Monday in February  |
| Memorial Day                | Last Monday in May        |
| Juneteenth                  | June 19                   |
| Independence Day            | July 4                    |
| Labor Day                   | First Monday in September |
| Indigenous Peoples’ Day     | Second Monday in October  |

|                        |                             |
|------------------------|-----------------------------|
| Veteran's Day          | November 11                 |
| Thanksgiving Day       | Fourth Thursday in November |
| Day after Thanksgiving | Friday after Thanksgiving   |
| Christmas Day          | December 25                 |

**6.2. Day of Observance and Pay on Holidays.** For holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

**6.3 Holiday Observance for Employees on Alternative Schedules.** For employees who work other than a 5/8 schedule Monday – Friday Days, and the holiday falls on their scheduled day off, the employee will be given a deferred holiday. Prior to the shift pick selection each January the County and the Union will jointly decide the intended holiday observance day for each holiday affected by the non 5/8 schedule (exceptions may be granted by mutual agreement of management and the employee).

**6.4 Eligibility to Take a Paid Holiday.** An employee must be eligible for leave benefits and in a pay status on the scheduled workday before and the scheduled workday following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

**6.5. Two Personal Holidays.** Annually, comprehensive leave eligible employees shall receive two personal holidays to be added to their vacation bank on the paycheck that includes February 1<sup>st</sup>. Personal Holidays added to the vacation bank under this Article will be subject to all the same provisions as accrued vacation contained throughout this Agreement. New employees eligible for comprehensive leave benefits who are hired on or before November 15<sup>th</sup> shall receive two personal holidays to be added to their vacation bank on the last day of the first pay period following their date of hire. In no event shall there be more than two personal holidays awarded per calendar year.

## **ARTICLE 7: VACATIONS**

**7.1. Accrual Schedule** - Comprehensive leave eligible employees hired after May 22, 2002, who work a full-time schedule will accrue vacation leave benefits as described below and further qualified by this section.

| Beginning With Year | Ending With Year | Months of Service | Vacation Accrual Rate | Approximate Days Accrued Per Year (based on 2080 hours) |
|---------------------|------------------|-------------------|-----------------------|---------------------------------------------------------|
| 0                   | 4                | 000 thru 048      | 0.05384 X Basis Hours | 13                                                      |
| 5                   | 8                | 049 thru 096      | 0.0577 X Basis Hours  | 15                                                      |
| 9                   | 10               | 097 thru 120      | 0.0616 X Basis Hours  | 16                                                      |
| 11                  | 16               | 121 thru 192      | 0.0770 X Basis Hours  | 20                                                      |
| 17                  | 17               | 193 thru 204      | 0.0808 X Basis Hours  | 21                                                      |
| 18                  | 18               | 205 thru 216      | 0.0847 X Basis Hours  | 22                                                      |
| 19                  | 19               | 217 thru 228      | 0.0885 X Basis Hours  | 23                                                      |
| 20                  | 20               | 229 thru 240      | 0.0924 X Basis Hours  | 24                                                      |
| 21                  | 21               | 241 thru 252      | 0.0962 X Basis Hours  | 25                                                      |
| 22                  | 22               | 253 thru 264      | 0.1001 X Basis Hours  | 26                                                      |
| 23                  | 23               | 265 thru 276      | 0.1039 X Basis Hours  | 27                                                      |
| 24                  | 24               | 277 thru 288      | 0.1078 X Basis Hours  | 28                                                      |
| 25                  | 25               | 289 thru 300      | 0.1116 X Basis Hours  | 29                                                      |
| 26                  | 99               | 301 and up        | 0.1154 X Basis Hours  | 30                                                      |

**7.1.1.** Comprehensive leave eligible employees hired on or before May 22, 2002, are eligible for vacation as provided below. Accrual rates are effective January 1 of the year in which the service requirement is met:

| Years of Service    | Vacation Accrual Rate | Approximate Days Accrued Per Year (based on 2080 hours) |
|---------------------|-----------------------|---------------------------------------------------------|
| 25 years of service | 0.1154 X Basis Hours  | 30                                                      |

1                   **7.1.2. Part-time Employees** – Comprehensive leave eligible employees who work a  
2 part-time schedule will accrue vacation leave in accordance with the vacation leave schedule set forth in  
3 Sections 7.1 or 7.1.1, depending on the date of hire, prorated to reflect their normally scheduled work  
4 week.

5                   **7.2. Vacation Accrual** – Comprehensive leave eligible employees will accrue vacation leave  
6 from their date of hire in a comprehensive leave eligible position.

7                   **7.3. Vacation Leave Cap**

8                   **A.** All comprehensive leave eligible employees hired after December 31, 2017, shall  
9 have their accrued vacation leave balance capped at 320 hours. All comprehensive leave eligible  
10 employees hired on or before December 31, 2017, shall have their accrued vacation leave balance  
11 capped at four hundred and eighty (480) hours.

12                   **B.** Comprehensive leave eligible employees who work a forty-hour week may  
13 carryover up to either 480 or 320 hours (depending on the employee's hire date) to the next calendar  
14 year. Comprehensive leave eligible part-time employees will receive vacation leave, prorated to  
15 reflect their normally scheduled work week. Employees shall use vacation leave beyond the  
16 maximum accrual amount prior to the end of the pay period that contains December 31 of each year.  
17 Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the  
18 vacation leave beyond the maximum amount unless the appointing authority has approved a  
19 carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as  
20 may be in the best interest of the County. The Department of Human Resources Director may  
21 authorize procedures for authorizing carryover above the maximum.

22                   **7.4. Vacation Eligibility** – If a comprehensive leave eligible employee leaves County  
23 employment prior to successfully completing their initial six months of County service, they will forfeit  
24 and not be paid for accrued vacation leave. A comprehensive leave eligible employee will be paid for  
25 accrued vacation leave to their date of separation up to the vacation accrual cap if the employee has  
26 successfully completed six months of County service in a comprehensive leave eligible position.  
27 Payment will be the accrued vacation leave multiplied by the employee's base rate of pay in effect upon  
28 the date of leaving County employment, less mandatory withholdings.

1 This vacation leave cash-out is subject to any determination by the bargaining unit to have  
2 their funds placed in Voluntary Employee Beneficiary Association (VEBA) accounts upon retirement  
3 as a result of length of service, as set forth in the King County Code. Such determination is  
4 applicable to all members of the bargaining unit.

5 This section does not limit an employee's use of accrued vacation leave for a qualifying event  
6 under the Washington Family Care Act.

7 **7.5.** A comprehensive leave eligible employee will not use or be paid for vacation leave until  
8 the first day of the pay period following the pay period in which it has accrued, and such use or  
9 payment is consistent with the provisions of this Article.

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

12 **7.7. Partial Day Increments** - Approved vacation leave may be used in 15 minute (.25 hour)  
13 hour increments.

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

19 **7.9. Vacation Scheduling** - The manager/designee will be responsible for scheduling the  
20 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the  
21 employees and not incur additional costs while maintaining the efficient functioning of the work unit.

22 **7.10. Notification While on Paid Vacation** - If a comprehensive leave eligible employee is  
23 injured or becomes ill while on paid vacation, in order to receive sick leave for that time, they must  
24 notify the manager/designee on the first day of the injury or illness or as soon as practical, but not later  
25 than the first day after returning to work, unless otherwise required by law. A health care provider's  
26 certification may be required as provided under Section 8.14.

27 **7.11. Restoration following Separation** - If a comprehensive leave eligible employee resigns  
28 from the County in good standing or is laid off and subsequently returns to county employment within

two years from such resignation or lay off, as applicable, the employee's prior County service shall be counted in determining the vacation leave accrual rate.

### **ARTICLE 8: SICK LEAVE**

**8.1.** Comprehensive leave eligible employees shall accrue sick leave benefits at the rate of 0.04616 hours for each eligible hour in paid status, excluding overtime and excluding the use of donated leave, up to a maximum of 3.6928 hours per biweekly pay period for employees on a standard full-time 80 hour bi-weekly schedule, unless additional leave accruals are required by law, which is currently understood to mean that if an hourly employee works in excess of seventy-four (74) hours in one week, the employee shall accrue sick leave at the rate of 0.025 hours for each hour worked in excess of seventy-four (74) hours. There shall be no limit to the number of sick leave hours that an employee eligible for comprehensive leave benefits may accrue and carry over from year-to-year, except as listed below.

**A.** Short-term temporary employees shall accrue sick leave at the rate of 0.025 hours for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick leave to the following calendar year. At the end of the pay period that includes December 31, all accrued sick leave over 40 hours will be forfeited.

**B.** All employees shall accrue sick leave from their date of hire.

**C.** The employee is not entitled to use sick leave until it is earned. Comprehensive leave eligible employees may, upon approval, use accrued vacation days as an extension of sick leave.

**8.2.** Separation from or termination of County employment except by reason of retirement shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee separate from County employment and return to County employment within two years, accrued sick leave shall be restored.

**8.3.** Comprehensive leave eligible employees who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's base

1 hourly rate of pay in effect upon the date of leaving County employment, less mandatory  
2 withholdings. If a retiree who cashes out their sick leave is rehired within twelve (12) months, that  
3 employee is entitled to restoration of the sick leave balance that was not cashed out. A retiree who  
4 returns to work will not be entitled to any cash out of their restored sick leave balance when they  
5 leave County employment.

6 Retirement as a result of length of service means an employee is eligible, applies for and  
7 begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately  
8 upon terminating County employment.

9 **8.4.** An employee must use all of their accrued sick leave before taking unpaid leave for their  
10 own health reasons, unless the employee has been approved to receive and is currently on leave under  
11 the Washington State Paid Family and Medical Leave Act (PFML). An employee who has exhausted  
12 all of their sick leave may use accrued vacation leave before going on a leave of absence without pay,  
13 if approved by their appointing authority.

14 **8.5.** If the injury or illness is compensable under the County's workers compensation  
15 program, then the employee has the option to augment or not augment wage replacement payments  
16 with the use of accrued sick leave.

17 **8.6.** When sick leave is taken to care for a family member, the employee shall choose at the  
18 start of the leave whether the particular leave will be paid or unpaid, unless the employee has been  
19 approved to receive and is currently on PFML. When an employee chooses to take paid leave for  
20 family reasons, they may set aside a reserve of up to 80 hours of accrued sick leave.

21 **8.7.** Paid sick leave may only be used for the following reasons:

22 **A.** For self-care or to care for a family member:

- 23 **1.** Due to a mental or physical illness, injury, or health condition,  
24 **2.** To obtain medical diagnosis, care, or treatment of mental or physical  
25 illnesses, injuries, or health conditions, or  
26 **3.** To receive preventative care. For absences that qualify for leave under the

27 **B.** Domestic Violence Leave Act, RCW 49.76.

28 **C.** In the event the County facility the employee works in is closed by a public

official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government.

**D.** To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100.

**E.** For family and medical leave available under federal law, state law or County ordinance.

**F.** Employee's exposure to contagious diseases and resulting quarantine.

**G.** To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

**8.8** For purposes of paid sick leave, a "family member" is:

**A.** A spouse or domestic partner,

**B.** A child, including a biological, adopted, foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a De Facto parent, regardless of age or dependency status, or the child of the employee's domestic partner,

**C.** The parent of an employee, employee's spouse, or employee's domestic partner. Parent includes, biological, adoptive, de facto, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's domestic partner.

**D.** A grandparent, grandchild, or sibling.

**E.** Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.

**8.9.** An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee's workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

**A.** An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of

the leave.

**B.** An employee may not collect sick leave and workers' compensation wage replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

**8.10** Failure to return to work by the expiration date of a leave of absence may be cause for removal and result in termination of the employee from County service.

**8.11. Federal Family and Medical Leave Act:**

**A.** As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12 month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to twenty-six (26) weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury or illness.

**B.** The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved.

**C.** In order to be eligible for FMLA, an employee must have been employed by the County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior to the commencement of leave.

**8.12. King County Family and Medical Leave:**

**A.** As provided by King County Code, an eligible employee may take up to eighteen (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve (12) month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted

child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the FMLA or other family and medical leaves available under federal or state law.

**B.** The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. KCFML shall run concurrently with other federal, state and county leaves to the extent allowed, including but not limited to the FMLA, the Washington State Paid Family and Medical Leave Act (PFML), and the Washington State Family Care Act.

**C.** In order to be eligible for KCFML leave under this Article, an employee must have been employed by the County for at least 12 months and have worked at least 1,040 hours in the preceding 12month period for a 40-hour per week employee or 910 hours in the preceding 12 month period for a 35 hour per week employee.

**D.** An employee who returns from KCFML within the time provided under this Article is entitled to the same position they occupied when the leave commenced or a position with equivalent pay, benefits, and conditions of employment.

**E.** Failure of an employee to return to work by the expiration date of leave under this Article may be cause for termination of the employee from county service.

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

**A.** The same position they held when the leave commenced; or

**B.** A position with equivalent status, benefits, pay and other terms and conditions of employment.

**8.14. Provider Certification** - The manager/designee and employee are responsible for the proper administration of the sick leave benefit. Verification from a licensed health care provider may be reasonably required to substantiate the health condition of the employee or family member for leave requests as allowed under Washington State Law.

**8.14.1.** Unless specifically instructed otherwise for the same injury or illness, the

employee shall promptly notify the appropriate work unit Superintendent or designee, by telephone or otherwise, each day off due to illness. If an employee is on a special work shift, particularly where a relief replacement is necessary if they are absent, they shall notify the appropriate work unit Superintendent or designee as far in advance as possible of their scheduled time to report for work.

## **ARTICLE 9: DONATED LEAVES**

**9.1. No Solicitation.** All donations made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation or benefits in exchange for donation of leave hours.

**9.2. Approval for Donations.** Donations require written approval from the comprehensive leave eligible donating and receiving employees' directors. If approved, the donated leave will be available the next full pay period after notification of the donation is received by Payroll from the Department of Human Resources (DHR).

**9.3. No Cash Out of Donated Leave.** Donated leave hours are excluded from all payouts and restorations.

**9.4. No Accruals on Donated Leave.** Accrued leave will not accrue on donated leave as it is used.

**9.5. Eligibility to Receive and Use Comprehensive Leave Eligible Employee-to Comprehensive Leave Eligible Employee or Emergency Medical Fund Donated Leave Hours.**

**A.** The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave) and compensatory time to use donated leave.

**B.** The receiving employee can only use donated leave for KCFML and FMLA qualifying reasons.

**C.** The leave for which the employee is requesting donations must be for a prolonged absence. A prolonged absence is considered to be three or more consecutive days. An employee may use donated leave intermittently after the employee's prolonged absence if the conditions in A and B above are met.

**D. Vacation leave hours.** Except as provided for under 9.7.B, the amount of donated vacation cannot exceed the donor's accrued vacation leave accrual balance at the time of donation.

**E. Sick leave hours.** An employee is limited to donating a total of 25 hours of accrued sick leave per calendar year, provided the donating employee's leave balance will be 100 hours or more following the donation.

**9.6. Calculation of Donated Vacation and Sick Leave.** All donated vacation and sick leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received and placed in the receiving employee's donated leave bank.

**9.7. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee Donations.**

**A.** A comprehensive leave eligible employee may donate a portion of their accrued leave hours, as provided under Subsections 9.5 D. and E. above, to another comprehensive leave eligible employee.

**B.** Donation limits, as provided under Subsections 9.5 D. and E. above, are exclusive of donations to the Emergency Medical Leave Fund under 9.8.

**C. No Reversion of Donated Leave.** Donated vacation and sick leave hours remain with the recipient and do not revert to the donor.

**9.8. Comprehensive Leave Eligible Employee Donations to an Emergency Medical Leave Fund.**

**A.** An emergency medical leave donation program shall be activated or deactivated at the County's discretion based on the county's current need for such a program and consistent with requirements of federal tax law. When active, a comprehensive leave eligible employee may donate a portion of their accrued leave hours (i.e., vacation leave, sick leave) to an "Emergency Medical Leave Fund" (Fund) that is managed by DHR. The County will provide 30-days written notice to the Union of its decision to deactivate or reactivate the program and, if the Union requests, the opportunity to bargain the impacts.

**B. Donation of Vacation hours.** An employee is limited to donating 80 hours of accrued vacation per calendar year to this Fund unless the employee's department director approves a

greater amount.

### **C. Process and Conditions to receive hours from the Emergency Medical Leave**

#### **Fund.**

1. The comprehensive leave eligible employee must submit a request to DHR for hours.

2. The maximum donation an employee can receive per year is up to 80 hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70 hours), or 80 hours for employees on the semi-monthly payroll period who are normally scheduled for 40-hour workweeks, prorated for part-time employees.

3. Hours will be distributed on a first come first serve basis and only awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay status).

4. Given there is only a finite number of dollars in the Emergency Medical Leave Fund, there is no guarantee that hours will be awarded.

**D. No reversion of donated leave.** Donated hours not used by the employee within 60 calendar days of receiving the award will be returned to the Emergency Medical Leave Fund and do not revert to the donor.

#### **9.9 Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**

Comprehensive leave eligible employees may convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

#### **9.10 Donation to an Account or Program to Benefit Children of Deceased Employee.**

If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow leave comprehensive eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under twenty-three years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

### **ARTICLE 10: OTHER LEAVES**

**10.1. Organ Donor Leave** - Comprehensive leave eligible employees shall be granted leave for organ donation in accordance with King County Code 3.12.215, as amended. The manager/designee will allow a comprehensive leave eligible employee who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to ten working days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided;

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

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

**C. Time off Subject to Agreement** - Time off from work for the purpose set out above in excess of ten working days will be subject to the terms of this Agreement.

## **10.2 Bereavement Leave**

**A.** Comprehensive leave eligible employees shall be granted up to five days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family. Leave must be taken within eighteen (18) months from the date of the death.

**B.** Immediate family shall be defined as the employee's:

- A. spouse or domestic partner,
- B. legal guardian, ward, or any person whom the employee has legal custody,
- C. the following family members of the employee, the employee's spouse, or the employee's domestic partner:

- 1. a child,

2. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),
3. a grandparent,
4. a child-in-law,
5. a grandchild, or
6. a sibling

C. Employees who are ineligible for comprehensive leave benefits may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

D. When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

E. Any additional paid leave may be approved by mutual agreement between the County and the employee.

### **10.3 Leave for Volunteer Service**

Comprehensive leave eligible employees may use up to three days (based on hourly schedule) of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in writing, per the Department's leave request procedures, specifying the name of the school and/or organization and the nature of the volunteer services to be performed. Additionally, the employee's supervisor may request in advance that the employee obtain written proof of the service from the volunteer organization or school.

### **10.4 Jury Duty**

A. A comprehensive leave eligible employee notified to serve on jury duty must inform their supervisor as soon as possible, but not later than two weeks in advance, regarding the date the employee is required to report for jury duty. The supervisor may reassign the employee to a shift and schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the hours and days, respectively, the employee is required to report or be available for jury duty. An employee will receive their normal compensation while on jury duty.

B. When released from jury duty for the day, and/or when the total required

1 assignment to jury duty has expired, the employee will notify their supervisor. The employee will be  
2 provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before  
3 the employee must report back to work and their regular shift and schedule. Comprehensive leave  
4 eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance  
5 and Business Operations Division of the Department of Executive Services.

6 C. Employees who are ineligible for comprehensive leave benefits shall follow the  
7 notification procedures above and shall be released from work duties for the duration of their  
8 assigned jury duty period but shall not be compensated for their time spent on jury duty. These  
9 employees may retain any jury duty pay received.

10 **10.5. Leave Examinations** - Comprehensive leave eligible employees shall be released from  
11 duty without loss of pay to participate in County recruitment examinations or interviews for County  
12 positions when the exam or interview occurs during their regularly scheduled work hours.

13 **10.6. Military Leave** - Employees shall receive military leave in accordance with County  
14 policy, state, and federal law, as amended.

15 **10.7 Paid Parental Leave**

16 A. Paid Parental Leave (PPL) supplements a comprehensive leave eligible  
17 employee's accrued paid leaves to provide up to a total of twelve (12) weeks of paid leave for a  
18 parent to bond with a new child.

19 B. **Benefit Amount.** An employee's supplemental parental leave benefit is calculated  
20 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt  
21 placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be  
22 taken within one year of the child's birth or placement in the home. The employee will receive the  
23 equivalent of their full salary for up to a total of twelve weeks, when combined with the employee's  
24 accrued leave (except for one week of sick leave and one week of vacation leave). The employee is  
25 permitted to use the supplemental leave first. Additionally, the employee may choose to take less  
26 than twelve weeks of leave. Supplemental PPL is not subject to cash out. An employee who does  
27 not return to work for at least 6 months of continuous service following the leave, will be required to  
28 reimburse the County for the supplemental leave funds received. If an employee is taking PPL

intermittently, the six months begins after the last day the employee used PPL. This does not apply to an employee whose employment ends involuntarily, such as if the employee is laid off or medically separated.

**C. Eligibility.** The benefit is available to all comprehensive leave eligible employees who have been employed with the County for at least six months of continuous service at the time of the qualifying event. An employee whose position is scheduled to end in a timeframe that would not enable the employee to return to work for six months following the leave, is not entitled to take PPL. If both parents work for the County, then each employee is entitled to up to 12 weeks of PPL.

**D. Benefit Period.** PPL must be used within twelve months of the qualifying event. An employee may use PPL on an intermittent or part-time basis, as long as it is consistent with the department's operational needs, and it is approved in writing by the employee's supervisor prior to the leave.

**E. Concurrency.** PPL will run concurrently with the County's family and medical leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

**F. Job Protection.** PPL is protected leave. Barring required budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.

**G. Health and Leave Benefits.** The employee will continue to receive all health benefits and shall continue to accrue vacation and sick leave during the period of PPL. For purposes of overtime calculations, PPL shall be considered the equivalent of sick leave.

**H. Relationship to Washington State Paid Family and Medical Leave.** Provisions of the County's current PPL program may change effective January 1, 2020, or thereafter, due to the County's implementation of the new Washington State Paid Family and Medical Leave program.

## **ARTICLE 11: INDUSTRIAL INJURY OR ILLNESS**

In the case of any disability which is covered by State Industrial Insurance or Worker's Compensation, the County will pay to such disabled employee an occupational disability allowance equal to the difference between 80 percent of their regular straight-time wages and the amount of

1 State compensation, with the stipulation that the first five working days of disability shall be at their  
2 regular straight-time wage less any State compensation which may apply. The County will continue  
3 to pay 80 percent of their regular straight-time wages, less State compensation, for an additional  
4 period of 255 working days to make a total of 260 days.

## 5 **ARTICLE 12: LEAVE OF ABSENCE**

6 **12.1. Short-Term Leaves of Absence.** A comprehensive leave of absence without pay, not  
7 covered by any other provision of this Agreement, for a period not exceeding 30 consecutive days  
8 may be granted to a leave eligible employee by the employee's director.

9 **12.2. Long-Term Leaves of Absence.** The Division Director may grant a leave of absence  
10 without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a  
11 period longer than 30 days. Requests for leaves of absence without pay that are for medical/health  
12 reasons for a period longer than 30 days must be approved by the Director of Human Resources or  
13 the Director's designee. Long-term leaves may be unconditional, or conditional with any conditions  
14 set forth in writing at the time that the leave is approved with the understanding that barring required  
15 budget cuts or layoffs, the employer shall reinstate the employee to the same position or a position  
16 with equivalent status, pay, benefits and other employment terms upon the employee's return with no  
17 loss of seniority.

18 **12.3. Early Return.** An employee who is on a leave of absence without pay, not covered by  
19 any other provision of this Agreement, may return from the leave before its expiration date if the  
20 employee provides the director with a written notice to that effect at least 15 days before the date of  
21 return.

22 **12.4.** One day of leave per Agreement year without loss of pay may be taken with approval  
23 of the appropriate work unit Superintendent or designee when it is necessary that the employee be off  
24 work in the event of a family emergency. This leave may not be carried into the next payroll year or  
25 cashed out.

## 26 **ARTICLE 13: HOURS OF WORK**

27 **13.1.** The standard workweek shall consist of five (5) consecutive working days of eight (8)  
28 hours each aggregating forty (40) hours per week. By mutual agreement of the parties, alternative

work schedules, including but not limited to 9/80 and 4/10 schedules, may be agreed to for individuals and/or work groups as appropriate. Such agreement(s) shall be made in LMC. The County retains the right to end any approved alternative work schedule upon notice to the effected employee and the Union.

**13.2.** During the standard workweek, the day shift shall consist of an eight and one-half (8-1/2) hour period with an unpaid one-half (1/2) hour off for lunch, exclusive of worksite breakdown and travel time, except as provided under Article 13.4 for Rail employees. The day shift(s) shall start no earlier than 6:00 a.m. and end no later than 6:00 p.m. For scheduled meal periods, employees shall eat at the location arranged by the appropriate work unit Superintendent or designee; provided, such location has clean toilet facilities and a place to eat their lunch.

The Power Chief will provide a list of meal period locations, the crew shall select a location with efficient travel time, and which takes into consideration the remaining work locations for the shift. In the event the employee(s) are unable to take their meal period due to an emergency or other conflict, the employee(s) should notify a Power Chief.

**A.** For employees receiving paid meal periods and/or intermittent rest periods as provided below, this Agreement specifically supersedes in total the State provisions regarding meal and rest periods for Employees, and as such, these employees do not receive a designated meal or rest period. Employees receiving a paid meal period will be entitled.

**B. Meals for Power Distribution employees on other than 8-1/2 hour shifts, and Power Distribution employees assigned to swing and grave shifts.** This provision is negotiated under the authority of RCW 49.12.187, which allows the parties to specifically supersede in total the State provisions regarding hours of work, meal, and rest periods. In addition to unpaid meal periods, which are provided for under Article 13.2 and may be used at any time, and with mutual agreement between Metro and the Union, work crews may be assigned to work without a designated meal period. If there are no designated meal periods during the workday, employees normally may not stop for a meal period, but if time allows, based on work needs, they may take a brief meal as compensated work time; however, this meal period will not be pre-scheduled, guaranteed for any length of time, and must be taken only when a work order has been completed and the crew is

moving to the next work site. Work sites will not be broken down in order to break for a meal. During the brief meal period, employees must remain available to respond to trouble calls and emergencies, and if the meal period is interrupted, it shall not be extended. Management shall play no role in the selection of locations where employees may stop, provided the location is workplace appropriate.

**13.3.** Whenever it is necessary to meet the County's needs, hours of work may be scheduled 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 p.m. shall have meals and breaks as provided in Article 13.2.B above. Employees working such shift shall be paid at the regular straight-time wage rate for any shift plus any wage differential which may be allowed under Section 13.6 of this Agreement.

**13.4. Rail employees.** As provided under RCW 49.12.187 the parties have negotiated to specifically supersede in total the State provisions regarding hours of work, meal, and rest periods for Rail employees. Rail employees shifts may include "straight eight" or "straight ten" shifts, which do not have a designated meal period. For all Rail employee shifts, rest periods are not scheduled and may be taken intermittently consistent with work needs. Rail employees are entitled to meal and rest periods only as described in this section and not those provided by State Law.

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

**13.6.** Two fifteen-minute rest breaks shall be granted per shift at the approximate mid-point of each half of the shift. Breaks may not be taken at the beginning or end of a shift, adjacent to a meal period or combined.

#### **ARTICLE 14: WAGE RATES**

**14.1.** The County agrees to pay to its employees and the Union agrees that its members employed by the County will accept the wage scales for the various classifications set forth and contained in Addendum "A" of this Agreement.

**14.2. Lead Utility Line Worker** - Temporary lead utility line workers shall be compensated at 107.5% of the journey level classification in which such employees are working, when so assigned

as in-charge. Lead utility line workers shall be assigned by the Supervisor of Power/designee when a line crew of which at least two (2) journey level workers are on a job together with no crew chief. The lead utility line worker shall continue to work as a member of the crew.

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

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

**14.5. Lead Rail Electrical Worker** – Employees designated as temporary Lead Rail Electrical Workers shall be compensated at 107.5% of the journey level classification, when so assigned as in-charge. Lead Rail Electrical Workers shall be assigned by the Superintendent of Power or designee when a crew of which at least two (2) Rail Electrical Workers are on a job together with no other supervisor, such as an REW Lead, REW Crew Chief, or a Power Chief. The assigned Lead Rail Electrical Worker shall continue to work as a member of the crew.

**14.6 Rail Electrical Worker Crew Chief** – Employee(s) designated as a temporary Rail Electrical Worker Crew Chief shall be compensated at 113% of the journey level classification, when so assigned as in-charge. A Rail Electrical Worker Crew Chief(s) shall be assigned by the appropriate work unit Superintendent or designee when there are more than six Rail Electrical Workers. The Rail Electrical Worker Crew Chief will continue to work as a member of the crew.

**14.7. Lead Transit Facilities Electrician** – Employees designated or hired as a Lead Transit Facilities Electrician shall be compensated at 107.5% of the Transit Facilities Electrician classification. When two or more Transit Facilities Electricians are assigned to perform work, one shall be paid as Lead.

**14.8. Transit Facility Electrician Crew Chief** – Employee(s) designated as a temporary Transit Facilities Electrician Crew Chief shall be compensated at 113% of the Transit Facilities

Electrician classification. Transit Facilities Electrician Crew Chiefs shall be assigned by the appropriate work unit Superintendent or designee when more than six (6) Transit Facility Electricians/Transit Facility Electrician Leads are on shift at a headquarters with no supervisor, such as a Transit Facilities Electrician Crew Chief or Power Chief. The Transit Facility Electrician Crew Chief will continue to work as a member of the crew.

**14.9. Shift Differential** - Employees regularly assigned or bid to a shift other than a day shift on a straight-time basis shall receive a wage differential, 6% of the base hourly wage or \$3.50 whichever is greater for all hours worked, provided that the assigned or bid shift is regularly scheduled to start before 6:00 a.m. or end after 6:00 p.m.

#### **14.10. Wage Increases**

For 2025 - 2026, the parties agree that wages will be increased by percentage amounts shown below, which are reflected in the Wage Addenda:

**A. January 1, 2026:** There shall be a 7.55 percent market adjustment plus a cost-of-living-adjustment (COLA) which pursuant to the following formula is known to be 2.45 percent. The COLA adjustment will be 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year in which the COLA will be applied which shall not be more than four percent and shall not be less than two percent. For example, the wage adjustment for January 1, 2026, shall be calculated as the average of the year-over-year percentage changes from the August 2024, October 2024, December 2024, February 2025, April 2025, and June 2025 values of the CPI-W.

A year-over-year percentage change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2025 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June 2024 CPI-W.

Upon the first day of the first full pay period following the effective date of the ordinance that adopts the 2026-2027 CBA, which is ten days following the King County Executive's

approval signature, the 7.55 percent market increase will be applied prospectively by increasing the 2025 wage rates by 7.55 percent plus the COLA rate of 2.45 percent, for a total of 10 percent.

Effective upon the first day of the first full pay period following the effective date of the ordinance, which is ten days following the King County Executive's approval signature, each active bargaining unit employee shall receive a one-time payment of 10 percent of eligible earnings for paid hours worked from 01/01/2026 through the last day before the prospective 10 percent increase is applied (i.e., the retro period). Eligible earnings shall include, but are not limited to, regular and overtime earnings. Examples of non-eligible earnings include, but are not limited to, adjusted earnings for prior periods outside the retro period, grievance settlements, prior retroactive payments for compensation outside the retro period, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave.

**B. July 1, 2026:** There shall be a five percent General Wage Increase for the Rail Electrical Worker, Transit Facilities Electricians, Utility Line Workers, Electrician Constructors, and their associated titles (e.g., crew chief, lead, etc.) as documented in the July 1, 2026, Wage Addendum A.

**C. January 1, 2027:** There shall be a Cost of Living Adjustment per the formula described in 14.10 A above, however omitting October 2025 due to no data produced, which shall not be more than four percent and shall not be less than two percent and shall apply to all classifications listed in Wage Addendum A.

#### **14.11. Overtime**

**A. Contractual daily overtime** shall be paid to employees who work outside their regularly scheduled shift at the Contractual Overtime Rate in effect at the time the overtime work is performed.

**B. The Contractual Overtime Rate** for each overtime hour worked shall be double the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, inclusive of the shift differential, if applicable. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

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

**D. Nonscheduled Overtime** - relates to employees who are requested, without notice as defined in “Scheduled Overtime”, to report for emergency overtime work.

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

**14.12. Holiday Pay** - All work performed on holidays shall be compensated at double the combined amount of the employee’s hourly base rate of pay (inclusive of the shift differential, if applicable) in addition to the holiday pay under Section 6.1. No combination of overtime payments to an employee shall exceed three (3) times the regular rate of pay.

Holiday pay shall be limited to eight (8) hours per holiday. Employees on a ten (10) hour shift shall be given the opportunity to use two (2) hours of vacation leave or leave without pay.

Employees may have the option of working 5 x 8 during a holiday pay week with the agreement of management.

#### **14.13. Work Outside of Classification**

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

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

**C.** Utility Line Worker Helpers may be assigned by the Supervisor of Power/designee and shall receive Line Material Workers’ rate of pay when driving any tower, pole, reel, digger, crane, bucket, or underground truck, when said truck is engaged in construction or maintenance.

Whenever feasible, Employer shall provide Line Material Workers to drive any of the above equipment when used for any purpose.

**D. Line Material Workers or Utility Line Worker Helpers** shall receive the Pole Hauler rate of pay when operating the equipment on a boom truck when in close proximity to energized overhead lines or the equipment on a pole truck, digger, reel truck, Vactor truck (or trailer), or reel trailer.

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

**14.14.1. Commercial Driver's Licenses.** Employees may be required to obtain and maintain any Commercial Driver's License (CDL) endorsement on a driver's license as required by the County for the performance of their duties. If the County opts to hire an employee without a CDL endorsement, but then requires it, the County will pay for the required education to obtain the CDL endorsement. If the County changes the requirements of a job such that an employee must have a CDL endorsement or a higher CDL endorsement, it will pay for the required education to obtain the CDL endorsement. The County acknowledges that there may be a requirement under the law to negotiate the impacts of changes to job requirements for existing workers. In instances where it is beneficial to the County to have employees with a higher level CDL endorsement, the County will pay for the required education to obtain the CDL endorsement.

**A. License fees:** The County will reimburse the Department of Licensing fees for an employee to obtain or maintain their Commercial Driver's License (CDL) endorsement(s) if their position is required to have a CDL endorsement(s).

**B. Medical examinations:** Medical examinations that are required for the purpose of obtaining or maintaining a Commercial Driver License for current Employees, if the position is required to have a CDL, will be paid for by the County through an occupational health vendor, or vendors, that have been selected by the County. There shall be no cost to Employees, provided that Employees use the County's occupational health vendor(s).

**C. Exclusions:** The County will not reimburse employees for:

1. Driver's license or renewal fees.

2. CDL endorsement fees that are not required by the County for the job that the employee holds, except in instances, as described above, where it is beneficial to the County to have employees with a higher level CDL endorsement than is required by the job.

3. Time spent traveling to and at the Department of Licensing or time spent traveling to and at the medical exam office.

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

**14.16. Call-Out Pay**

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

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

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

**14.18. High-time Pay** will be paid on an actual time basis. The high time rate shall be double the combined amount of the employee's hourly base rate of pay, as specified in the

Addendum A wage table, inclusive of the shift differential, if applicable. If an employee is performing high time work on overtime, the rate of pay shall be three times the hourly rate of pay, inclusive of the shift differential, if applicable. No combination of overtime payments to an employee shall exceed three (3) times the regular rate of pay.

**A. Metro Power Distribution** employees working on work poles or towers seventy-five (75) feet above ground or higher shall be paid at the high time rate while working at such heights. This rule does not apply when workers are working on the roofs of buildings where no exceptional hazard exists.

**B. For Rail employees:** High time pay shall be provided when:

1. An employee is elevated in lift equipment on a rail guideway; and
2. Working at 75 feet or more to ground or water; and
3. Work is being performed on poles mounted outside of the guideway or on long cantilever arms of center poles.

#### **14.19. Clothing and Equipment Allowance Pay**

All Career Service and Term Limited Temporary (TLT) employees shall be provided ARC Flash clothing. Any changes in the program or its administration shall be brought to JLMC or Labor Relations.

All Career Service and TLT employees shall be paid an annual maximum of one hundred fifty dollars (\$150.00) for work clothing and equipment. This payment will be paid annually in the pay period that covers April 1st.

#### **14.20. Boot Allowance**

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

### **ARTICLE 15: MEAL PERIODS**

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

1           **15.2.** Employees scheduled to work overtime shall furnish their meal for the first eight (8)  
2 hours worked as if on a regular scheduled shift.

3           **15.3.** Meals and meal periods for scheduled overtime hours worked either before or after a  
4 normally scheduled shift shall be as follows:

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

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

12                   **C.** An employee who is scheduled to return for work within two (2) hours or less  
13 from the end of the regular scheduled shift shall be eligible for a meal allowance at eighty percent  
14 (80%) of the straight-time journey level rate of pay.

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

17           **15.4.** Employees called in for unscheduled overtime work shall be eligible for a meal  
18 allowance if such work is performed up to or continues after an established meal period. For  
19 purposes of this section, established meal periods shall be 6:00 a.m., 12:00 p.m., 6:00 p.m. and 12:00  
20 midnight. The 6:00 a.m. and 12:00 p.m. meals shall be paid at eighty percent (80%) or the straight-  
21 time journey level hourly rate of pay. The 6:00 p.m. and 12:00 midnight meals shall be paid at eighty  
22 percent (80%) of the straight-time journey level hourly rate of pay.

23           **15.5.** Employees required to work during their meal period shall receive the overtime rate of  
24 pay for such portion of the meal period worked. The amount of the time used for the meal period  
25 shall then be deducted from the regular or overtime compensation.

26           **15.6.** Employees shall be paid a meal allowance consistent with the meal rates established in  
27 this Article. A meal allowance will be subject to taxes and withholdings as appropriate.

28 **ARTICLE 16: GENERAL AND MISCELLANEOUS**

1           **16.1.** No wage rate presently enjoyed by any classification of employees covered by this  
2 Agreement shall be reduced because of the signing of this Agreement.

3           **16.2. Union Representative**

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

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

11           **16.3. Stewards** - The Union Business Manager and/or Representative shall have the right to  
12 appoint a steward at any shop or on any job where workers are employed under the terms of this  
13 Agreement. The steward shall see that the provisions of this Agreement are observed, and they shall  
14 be allowed reasonable time to perform these duties during regular working hours. The County shall  
15 be furnished with the names of stewards so appointed. Under no circumstances shall the County  
16 dismiss or otherwise discriminate against an employee for making a complaint or giving evidence  
17 with respect to an alleged violation of any provision of this Agreement.

18           **16.4. Distribution of the Agreement** - A copy of this Agreement shall be made available to  
19 employees of the County as set forth under Addendum "A".

20           **16.5. Union Leave of Absence** - Any employee elected or appointed to office in the Union  
21 which requires a part of or all of his/her time, shall be given a leave of absence upon application.  
22 He/she shall not lose any seniority established with the County at the time of the leave of absence.

23           **16.6.** In the event that there is a material change to the work represented by the Union due to  
24 changes in technology or future automation, the County agrees to bargain the impact as required by  
25 law through the JLMC and with the County's Labor Negotiator.

26           **16.7.** The County shall not contract out work which employees represented by the Union  
27 have historically performed unless it is required by law or is a business necessity due to an  
28 emergency situation or to augment the workforce on a short-term, temporary basis. Except for

1 emergency situations, the County shall provide notice to the Union of its intent to contract out and,  
2 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under  
3 no circumstance shall the County agree to any long-term or permanent contracting out of bargaining  
4 unit work. Nothing in this provision shall limit what the County has historically contracted out, and  
5 no jobs will be eliminated due to contracting out.

6 **16.8. Defendant in Civil Action** - Whenever an employee is named as a defendant in a civil  
7 action arising out of the performance of the employee's duties and, acting within the scope of  
8 employment, the Prosecuting Attorney's Office shall, at the written request of the employee, furnish  
9 counsel to represent the employee to the final determination of the action, without cost to the  
10 employee. Where a possible conflict exists between the County and the employee, the Prosecuting  
11 Attorney may, at their sole discretion, appoint outside counsel as a special deputy prosecuting  
12 attorney to represent the employee. In such cases, the County shall be responsible for payment of  
13 costs incurred in such defense. This provision will be governed by the terms of King County Code  
14 2.21.050.

15 **16.9. Union Engagement.**

16 **A. Steward Training:** During each year of this Agreement the Union's principal  
17 officer may request that Union stewards be provided with at least eight hours or one day, whichever  
18 is greater, of release time without loss of pay to participate in the steward training programs  
19 sponsored by the Union.

20 **B.** The Union shall submit to the Office of Labor Relations and the appropriate  
21 Division as far in advance as possible, but at least two (2) weeks in advance, the names of those  
22 stewards who will be attending each training course. Time off for these purposes shall be approved  
23 in advance by the employee's supervisor. The approval of such time off shall not be unreasonably  
24 denied for arbitrary and/or capricious reasons. When granting such requests, the  
25 Department/Division will take into consideration operational needs.

26 **C. New Employee Orientation, Union Presentation:** The County agrees to  
27 continue in person New Employee Orientation to allow the Unions to meet the new bargaining unit  
28 employees. Not less than five working days before a new employee orientation, a list of names of

employees who shall be attending and are assigned to the bargaining unit shall be forwarded to the Union.

**D. Release Time for New Employees:** The County shall provide each new bargaining unit employee 30 minutes of release time to meet with the Union within the first month of employment.

#### **16.10. Use of County Bulletin Boards and Electronic Devices**

**A. Bulletin Boards.** The County agrees to provide bulletin boards in areas accessible to the employees for the use of Union officers and stewards to post announcement of meetings, election of officers, and any other Union materials. No materials of a political nature can be posted.

**B. Electronic Devices.** The County will permit Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to King County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

### **ARTICLE 17: APPRENTICESHIPS**

#### **17.1. Apprenticeship**

If both parties to this Agreement recognize that an appropriate system of apprenticeship is desirable, they may agree to form a joint labor-management committee whose functions shall be to recommend to the appropriate bodies any procedures necessary in the attainment of this objective as contemplated.

#### **17.2. Rail Electrical Worker Apprenticeship:**

**17.2.1. Establishment of Rail Electrical Worker Apprenticeship.** The parties hereby establish an apprenticeship program for the Rail Electrical Worker (REW) position. Both King County and the Union recognize the Apprenticeship Program Standards (WSATC-2181),

1 recognized by the Washington State Apprentice and Training Council (WSATC). The WSATC has  
2 the authority to approve, administer, and enforce apprenticeship standards for the operation and  
3 success of this apprenticeship, and may change its rules, policies, and/or administrative practices.  
4 Upon WSATC notification of those changes, such rules, policy, and/or administrative practices shall  
5 be recognized as part of the Apprenticeship Program Standards, unless specifically agreed to  
6 otherwise in writing by the parties.

7 **17.2.2. Establishment and Authority of REW Apprenticeship Subcommittee and**  
8 **Joint Apprenticeship Committee (JAC).** The Parties hereby establish a REW Apprenticeship  
9 Subcommittee for the REW apprenticeship which shall be composed of no more than three  
10 representatives of the County and no more than three representatives of the Union. The REW  
11 Apprenticeship Subcommittee will report to the Joint Apprenticeship Committee (JAC). The REW  
12 Subcommittee shall have the authority to adopt and amend a REW Apprentice Program Manual.  
13 Apprentice policies and procedures that are consistent with the Apprenticeship Program  
14 Standards/WSATC-2181, including, but not limited to, work processes, wage progression, and  
15 administrative standards. The Joint Apprenticeship Committee will report to the WSATC. The  
16 Subcommittee and JAC shall be bound by the Apprenticeship Program Standards/WSATC-2181 and  
17 any applicable policies, and procedures.

18 The JAC and Subcommittee shall have no authority to modify or administer any portion of the  
19 Collective Bargaining Agreement between the parties, unless otherwise specified herein.

20 **17.2.3. Selection of Candidates for Apprenticeship.** The selection of candidates for  
21 hire into the REW Apprentice position shall be at the exclusive direction of the County, subject to  
22 any limitations set forth in this Agreement.

23 **17.2.4. Minimum requirements of Apprenticeship.** Rail Electrical Worker  
24 Apprentice training shall include the type of work reflected in the REW Apprenticeship Program  
25 Standards/WSATC-2181, and the REW Apprentice Program Manual. The apprenticeship shall  
26 include 8,000 hours of supervised on-the-job training, advanced standing and/or credit, as determined  
27 by the JAC, and a minimum of 144 hours per year of classroom-style education.

28 **17.2.5. REW Apprentice Rules.** REW Apprentices shall follow all manuals, rules,

policies, and procedures of King County, the Metro Transit Department, and the Rail Division. REW Apprentices shall also follow all manuals, rules, policies, and procedures of the Apprenticeship Program Standards/WSATC-2181, and the REW Apprentice Program Manual.

**17.2.6. Apprentice Wages.** REW Apprentices shall be paid pursuant to the following wage table.

| Step | Hour Range or Competency Step*: | Percentage of Journey-level pay** |
|------|---------------------------------|-----------------------------------|
| 1    | 0 - 1,000 hours                 | 67%                               |
| 2    | 1,000 – 2,000 hours             | 71%                               |
| 3    | 2,000 – 3,000 hours             | 77%                               |
| 4    | 3,000 – 4,000 hours             | 79%                               |
| 5    | 4,000 – 5,000 hours             | 83%                               |
| 6    | 5,000 – 6,000 hours             | 87%                               |
| 7    | 6,000 – 7,000 hours             | 91%                               |
| 8    | 7,000 – 8,000 hours             | 95%                               |

\* Overtime hours that fall within the parameters of the Work Processes outlined in the REW Apprenticeship Program Standards count toward completion of the 8,000 hour requirement.

\*\*Overtime and shift differential(s) shall be paid pursuant to this Agreement in the same manner as a journey-level REW.

**17.2.7. Ratio of Apprentices to Journey-level Workers**

a. There shall not be more than one apprentice for each three (3) journey persons employed in the Rail Electrical Worker Work Group.

b. There shall not be more than one apprentice for each two (2) journey persons on the jobsite when performing work involving high-voltage electricity.

c. There shall not be more than one apprentice for each one (1) journey person on the jobsite when performing work not involving high-voltage electricity.

**17.2.8. Quarterly progress reports for Apprentices.** The REW Apprenticeship

Subcommittee shall meet quarterly to discuss individual apprentice progress. Individual quarterly progress reports shall be provided to each apprentice by the Chief with input from the journey-level REWs and Rail Training Group. The progress reports will be shared with the REW Apprenticeship Subcommittee and the JAC.

**17.2.9. Termination from Apprenticeship.** The County retains the right to terminate any apprentice at any time during the training program if:

a. The apprentice is deemed by the JAC to have voluntarily abandoned apprentice training.

b. The apprentice is removed from the training program by the JAC for failure to make adequate progress as defined in the Apprenticeship Program Standards/WSATC-2181.

Termination pursuant to “a” or “b” above shall not be subject to grievance under the collective bargaining agreement between the parties, however, may be appealed pursuant to the procedures, if applicable, contained in the Apprenticeship Program Standards/WSATC-2181 and/or the REW Apprentice Program Manual.

In addition to any apprentice probationary periods outlined in the Apprenticeship Program Standards/WSATC-2181 and the REW Apprentice Program Manual, the REW Apprentice is a career service position and subject to the same probationary period as applied to other career service positions covered by this Agreement.

All other discipline, up to and including termination, for career service REW Apprentices, shall be grievable in the same manner as discipline imposed upon career service REWs.

**17.2.10. Safety.** Apprentices shall be given adequate safety training to safely perform all work related to the apprenticeship.

**17.2.11. Apprentice Seniority.** Apprentice Seniority shall be established by date of hire into the apprentice position. In the event of a tie, seniority order shall be decided by seniority in the King County Rail Division, followed by Seniority in King County, followed by a coin toss conducted by Local 77.

**17.2.12. Completion of Apprenticeship.** Upon graduation from the REW Apprenticeship, the REW Apprentice Graduate shall be promoted to a Career Service REW position.

There shall be no additional probation period upon promotion.

**17.2.13. Seniority Upon Graduation.** Upon graduation from the REW Apprenticeship, the REW Apprentice Graduate shall be awarded a Journey-Level REW seniority date one (1) year prior to the graduation date.

**17.2.14. Definitions.** All words shall be given their regular and customary definitions, unless otherwise defined by this Agreement, the WSATC, Apprenticeship Program Standards/WSATC-2181, or the REW Apprentice Program Manual.

## **ARTICLE 18: TEMPORARY EMPLOYEES**

**18.1** The County may hire temporary employees pursuant to King County Code and policies, as amended.

**A.** Short Term Temporary (STT) employees are those who are employed in a temporary position which work less than 1,040 hours in a calendar year in a work unit in which a forty-hour work week is standard, generally for a period less than six consecutive months per calendar year. STT employees will not be used to supplant career service positions.

**B.** Term Limited Temporary (TLT) employees are those who are employed for a period greater than six months for special projects or backfilling an extended absence. A bargaining unit employee cannot be in a TLT position for longer than 12 months unless agreed to by the Union.

**18.2.** If a TLT employee is later hired as a Career Service employee in the same classification, the TLT employment period will count as service credit for pay purposes and the service will count for seniority accrual and continuous service credit only during a single period of TLT employment; provided, however, when a TLT employee is terminated by the County and rehired as a Career Service employee within 30 days, the prior service shall be credited as the employee's continuous service for purposes of seniority only. A TLT employee who voluntarily resigns, is discharged, or has more than 30 consecutive days lapse in employment will not be eligible for prior service credit for purposes of seniority, pay or benefits if rehired as a Career Service or TLT employee.

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

**18.4.** TLT employees who are selected by the County for a Career Service position in the

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

4 **18.5.** TLT employees will not be used to supplant Career Service Full-time Equivalent (FTE)  
5 positions.

## 6 **ARTICLE 19: WORK RULES**

7 **19.1.** The work rules contained in Article 17 and not inconsistent with the other provisions of  
8 this Agreement are hereby adopted and will remain in effect until modified or amended. Any  
9 changes in the working rules between the County and the Union shall be promulgated in the form of a  
10 Memorandum-of-Agreement supplementary to and incorporated in this Agreement.

### 11 **19.2. Health and Safety**

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

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

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

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

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

25 **F.** For safety reasons, a Chief of Power may relieve an employee from duty at any  
26 time after the employee has been continuously on duty over eight hours, and this shall be  
27 documented. If relieved from duty for safety reasons, the remaining portion of the regularly  
28 scheduled shift shall be compensated at the regular straight time rate as paid rest period.

1                   **G.** The parties agree that all employees, regular and temporary, are encouraged to  
2 raise safety concerns at any time, at a safety meeting, anonymously via the green card system, or  
3 other methods as available. It is the intent and goal of the parties to provide a safe and secure work  
4 environment.

5                   **19.3. Classification Relief** - As a matter of general personnel administration, an employee  
6 can be expected to assume responsibilities and perform duties within their craft above or below their  
7 classification in a relief capacity for a portion of their time, except where contrary to current  
8 practices.

9                   **19.4. Transporting (applies to Power only)** - Line Material Workers shall not be  
10 downgraded, nor Utility Line Worker Helpers upgraded for driving any truck when used for the sole  
11 purpose of transporting workers, supplies or equipment.

12                   **19.5. In Power, Helpers, and Line Material Workers.** Employees classified as Helpers or  
13 Line Material Workers will in no event be used as substitutes to replace journey level workers.

14                   **19.6. Pole Framing (applies to Power only)** - All framing of poles will be done by Utility  
15 Line Workers with the help of Utility Line Worker Helpers. The erection of poles or pulling of poles  
16 will be done by Line or Pole Crews. Each Pole Crew is to carry at least one (1) Utility Line Worker  
17 in addition to a Line Crew Chief. A pole that is exclusively used for lighting and does not require the  
18 use of a digger to install may be set with a Line Material Worker and a Journey Utility Line  
19 Worker/Electrician Constructor.

20                   **19.7. Tree Trimming** – In Power, all tree trimming, where there is a possibility of contact  
21 with transmission or distribution circuits, will be done by Utility Line Workers. In Rail, Rail  
22 Electrical Workers will trim trees that interfere with train movement or electrical installations related  
23 to rail.

24                   **19.8. Pulling Cable** – In Power, a crew pulling underground cables with power equipment  
25 shall include not less than two (2) cable splicers and shall be supervised by a Cable Splicer Crew  
26 Chief. In Rail, the pulling of underground cables with power equipment will include no less than two  
27 (2) Rail Electrical Workers and shall be supervised by a Rail Electrical Worker/Crew Chief.

28                   **19.9. Underground Work** – In Power, any work performed in the underground system other

1 than inspections shall require two (2) workers at the Cable Splicer's rate of pay. Inspections may  
2 include pumping and "one call dig" identification. Under no circumstance shall inspection be  
3 interpreted to mean work on a cable. Inspections shall require two (2) workers, one (1) of which  
4 shall receive Cable Splicer's rate of pay. The other worker may be a Journey Utility Line Worker or  
5 qualified Line Material Worker. For the purpose of this Article no Line Material Worker shall be  
6 deemed qualified until they have satisfactorily completed a course in vault rescue and received  
7 confined space training. In Rail, any electrical work performed in an underground vault of the rail  
8 system will require a minimum of two (2) Rail Electrical Workers.

9 **19.10. Hot Tapping** – In Power, all hot tapping on a pole shall be done by a journey level  
10 Utility Line Worker. In Rail, all hot tapping on the rail system will be done by Rail Electrical  
11 Workers.

12 **19.11. Staffing**

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

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

17 **C.** When there are at least three (3) but not more than six (6) Electrician Constructors  
18 and/or Fire Detection System Specialists, or Rail Electrical Workers assigned to work on the same  
19 project, job, or assignment, one shall be designated by the appropriate work unit Superintendent or  
20 designee to be the Temporary Lead Worker in charge provided there is no other supervision on the  
21 project, job or assignment. Fire Detection System Specialists shall only be designated as Temporary  
22 Lead Worker in Charge when such project, job or assignment is on fire detection systems.

23 **D.** When two (2) or more Electrician Constructors and/or Fire Detection System  
24 Specialists are on a shift without an Electrician constructor Crew Chief or Chief of Power assigned to  
25 the shift, one shall be designated by the appropriate work unit Superintendent or designee to be the  
26 Temporary Lead Worker in charge.

27 **E.** Supervision for Utility Line Worker shall be set forth as provided under WAC  
28 296-45-105. Man-in-charge shall mean Temporary Lead Worker in Charge, and non-climbing

Foreman shall mean Temporary Line Crew Chief and Line Crew Chief.

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

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

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

#### **19.14. Shift Selection**

**A.** Employees with more than six months of service shall select their one year shift and headquarters (if applicable) preference, by seniority, for each quarter of the shift schedule, provided that the County may, at its discretion, set aside two day shift slots for electricians (constructors), one day shift slot for line crew classifications, two day shift slots for rail electrical workers, and one day shift slot for transit facilities electricians as needed for training and orientation. The shift shall rotate every three months in December, March, June and September. The effective date of the shift rotation will be on the beginning of the payroll period following the 15th of the month after each of the listed months. Except for projects, jobs, or assignments, in the event that a shift is significantly changed the parties will bargain any impacts as required by law. For purposes of this Agreement, the determination of what constitutes a significant change in a shift shall be decided by the Joint Labor - Management Committee and such decision shall not be subject to the grievance procedures under Article 5. Employees shall be permitted to trade shifts for a three month rotation period, provided it is at no cost to the County. Prior to the start of the upcoming shift selection posting on November 15th of each year; the County shall post the Holiday schedule (per shift) for the upcoming year at the same time. Sign-ups shall be posted the first day of December and employees must make their selection no later than December 15th, exceptions may be made on a case-by-case basis. The Appropriate Superintendent or designee shall determine days off for all shifts.

**1.** Employees will be given until the start of their next shift to make their selection based on seniority; except the first (most senior) employee in each classification will have

two (2) hours from the beginning of their first scheduled shift in December to make their selection.

2. If an employee knows they will be unavailable (travel, scheduled sick leave, FML, etc.) they will provide, in a sealed envelope to their shop steward and supervisor (conducting bidding) the employee's bid choices in order (from 1-5). When the bid process reaches the unavailable employee, the shop steward and supervisor will meet and open the envelope in one another's presence, confer, and place employee in the appropriate bid.

3. If an employee has not provided bid preference, or their choices are not available and is not reachable/not responsive to contact (phone, text, and e-mail), the process will pause for 24 hours to allow time for the employee to respond. At 24 hours, a second attempt will be made to contact employee thru phone, text and email, if after 4 additional hours the employee has not responded, the shop steward and the supervisor conducting the bid will meet for the purpose of placing the unreachable employee in the shift he/she previously bid (the one currently occupied) or a shift most similar to it if the current shift is not available.

4. If an employee doesn't make their selection within two hours after the start of their next scheduled shift after being physically notified (in person or through a successful phone, text or email contact); their spot shall be determined by the shop steward and the supervisor conducting the bidding to place the employee in the shift most recently bid (if available) or a shift most similar to it if the current shift is not available.

**B.** The appropriate work unit Superintendent or designee shall have the right to transfer employees from one shift to another without regard to seniority when it is necessary to fill a vacancy caused by the absence of an employee, subject to the provisions of Sections 19.15 and 19.16.

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

#### **19.15.1 Transfer**

**A.** It shall be at Metro's discretion whether to fill a vacancy through this transfer process. When the County does so, no loss in regular pay shall result and a nominal thirty-one and one-half (31-1/2) hours off duty between shifts shall be allowed and the overtime rate shall be paid for all time less than the nominal thirty-one and one-half (31-1/2) hours off duty. Transfers under this

1 provision shall remain in effect until the next quarter change. The County shall offer this vacancy by  
2 seniority to all members of the affected classification. If no one accepts the offer, it shall be assigned  
3 by reverse seniority. There shall be a minimum of 31 ½ hours notice provided. In the event 31 ½  
4 hours is not given, the first shift shall be compensated at the overtime rate of pay; or the first shift  
5 shall be offered as OT, per the OT agreement.

6 **B.** When an employee is transferred to any position in which they have had no  
7 previous experience, they shall be given a reasonable break-in period with an experienced worker in  
8 that position.

9 **19.15.2 Vacancy bids.** It shall be at Metro's discretion whether to fill a vacancy. When  
10 Metro decides to fill a vacancy, the open position will be put out for a bid. Non-probationary  
11 employees may bid for the work. The following rules will apply:

12 **A.** Seniority list shall be established annually as of October 1. The County shall  
13 furnish the Union and post Seniority lists at all headquarters of the affected classifications.

14 **B.** The County shall post all permanent vacancies in all classifications for a period of  
15 not less than ten (10) working days at all headquarters of the classifications affected. The County  
16 shall furnish a copy of all postings and the results of the bid with the Union.

17 **C.** Seniority for purposes of this provision shall be based on total employment  
18 (unpaid leaves less than 30 days shall not affect this time) in one's current job classification. Any  
19 disputes over seniority shall be resolved by the Union.

20 **D.** The senior qualified bidder shall be awarded the permanent vacancy per this  
21 provision.

22 **E.** In the event that the bid goes unfilled, the County may transfer the least senior  
23 employee in the affected classification. Material Line Workers and Helpers may be interchangeable  
24 for this purpose; however, neither classification will be involuntarily transferred to work in the other  
25 classification.

26 **F.** When an employee is awarded a bid to any position in which they have had no  
27 previous experience, they shall be given a reasonable break-in period with an experienced worker in  
28 that position.

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

**19.17. Promotion** - An employee who is promoted to another classification may request to return to their previously held classification provided:

**A.** A written request is submitted to the appropriate work unit Superintendent or designee,

**B.** There is a Career Service position vacant in the classification the employee desires to return to,

**C.** The employee meets all the current job requirements of the classification they desire to return to,

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

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

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

**19.18. Travel** - Each employee shall be assigned a designated place(s) to report to work. The employee shall report to the place designated at the commencement of the working day and after reporting, shall be regarded as on duty; and that employee shall not be required to report to any other place(s) for work, or to pick up trucks, materials, equipment, etc. Travel from shop to shop (travel between the place of reporting and the actual place of work) shall be part of the employee's work time, and any transportation necessary shall be provided by the County.

**19.19. Private Vehicles** - All employees called for emergency non-scheduled overtime, when directed by the appropriate work unit Superintendent or designee to use their private car for transportation, shall be reimbursed at the prevailing IRS mileage rate for each mile traveled from

1 their homes and return, plus toll bridge costs.

## 2 **19.20. Reduction in Force and Rehire**

3 A. Seniority shall accrue for all Career Service employees covered by this Agreement  
4 and shall be the period of continuous employment by classification. In the case of a reduction in  
5 force, seniority shall apply. A Career Service employee who advances to a higher classification and  
6 who returns to former classification shall retain their original seniority in such classification plus time  
7 accumulated in the advanced classification. In the event of a tie, seniority order shall be decided by  
8 seniority in the applicable division, followed by seniority in King County, followed by a coin toss  
9 conducted by Local 77.

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

13 C. Employees laid off as a result of a reduction in force shall be laid off according to  
14 seniority with the least time being the first to go. In the event there are two or more employees  
15 eligible for layoff within the division with the same classification and seniority, the appropriate work  
16 unit Superintendent or designee will determine the order of layoff based on employee performance.

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

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

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

## 27 **ARTICLE 20: SAVING CLAUSE**

28 Should any part hereof or any provision herein contained be rendered or declared invalid by

reason of existing or subsequently enacted legislation, or by any decree or a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof; provided, however, upon such invalidation that parties agree immediately to meet and negotiate such part of provisions affected. The remaining parts or provisions shall remain in full force and effect.

#### **ARTICLE 21: WORK STOPPAGE**

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

#### **ARTICLE 22: PERFORMANCE EVALUATIONS**

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

#### **ARTICLE 23: MEDICAL, DENTAL & LIFE INSURANCE**

The County presently participates in group medical, dental, vision, and life insurance programs. Plan benefits are negotiated in the Joint Labor Management Insurance Committee (JLMIC) comprised of representatives of the County and labor organizations, including the Union. The Union participates in the JLMIC and adopts all terms and conditions of any JLMIC Agreements for all employees covered by this Agreement.

#### **ARTICLE 24: RECLASSIFICATION AND RESULTING PAY**

**24.1. Job Reclassification** An employee or a group of employees may request a position to be reclassified, or the County may initiate a reclassification review for an employee or group of employees. Temporary and term limited temporaries may not request a position reclassification, but term limited temporaries may be reclassified as part of a group classification as described in section 24.1.C, below.

##### **A. Reasons for Filing a Reclassification Request**

(1) An employee's position is not assigned to the appropriate job classification, or

(2) A significant or gradual change in an employee's on-going duties or responsibilities over a period of at least one-year, or

(3) Reorganization or council action causes the duties of a position to change.

**B. Eligibility Limits:** An employee is not eligible to submit a reclassification request if:

(1) it has been less than twelve (12) months since the date of a previous classification determination for the position, or

(2) the employee is on probation, or

(3) the employee is on a Performance Improvement Plan, or

(4) the employee is asking for a reclassification for a special duty or temporary position.

**C. Group Reclassification Requests:** A group reclassification may be submitted if all Career Service employees' positions are in the same classification within the same section of a division; this can include TLT employees, provided the group includes at least one Career Service employee. The Department of Human Resources DHR will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this paragraph prevents an individual employee from exercising their rights under Section 24.5.A. of this Article (Reconsideration of a Classification Decision).

## **24.2. Effective Date of Reclassification, Pay, and FLSA Status.**

**A. Implementation of a Classification Decision.** The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, as applicable.

**B.** The table below summarizes the effective date and resulting pay when an employee's position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

| Reclassification to | Effective Date                                                                                   | Pay Upon Reclassification                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Higher pay grade    | Start of the pay period following receipt of the completed reclassification request form at DHR. | <p>1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater.</p> <p>Additional discretionary steps may not be awarded.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p> |
| Same pay grade      | Start of the pay period following receipt of the completed reclassification request form at DHR. | <p>The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p>                                                                                                                                                                                                                   |

| Reclassification to | Effective Date                                                                                                          | Pay Upon Reclassification                                                                                                                                                                                                     |
|---------------------|-------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     |                                                                                                                         | If pay includes merit-over-top, the employee will continue to receive merit-over-top.                                                                                                                                         |
| Lower pay grade     | Start of pay period at least thirty (30) calendar days after notification of the classification determination from DHR. | Highest step in the new pay range that does not exceed the current pay rate.<br><br>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification. |

### 24.3. Probation Upon Reclassification

There shall be no probationary period following a reclassification.

### 24.4. FLSA Status Change Upon Reclassification

**A.** When an employee's position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.

**B.** When an employee's position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

**C.** When an employee's position is reclassified from a FLSA non-exempt classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued compensatory time and if reclassified to an executive leave eligible position, will be eligible to receive executive leave.

### 24.5. Reconsideration of a Classification Decision

**A. Request for Reconsideration.** A Career Service employee or a group of Career Service employees has thirty (30) calendar days to submit a request for reconsideration of a

classification decision to DHR. Employees without email, will be asked to verify receipt of a paper copy of the decision, and will have thirty (30) calendar days from the date of receipt. A Career Service employee must request reconsideration prior to filing a grievance or appeal to the Personnel Board. Failure to request reconsideration to DHR in thirty (30) calendar days shall be considered as acceptance of the reclassification decision. A group of Career Service employees may fill out one request for all included individuals, or one or more of the employees may submit individual requests for reconsideration. TLTs may request reconsideration only if they are a member of group reclassification request filed by Career Service employees that is requesting reconsideration.

### **B. Appeal of a Classification Reconsideration Decision**

1. A Career Service employee or a group of Career Service employees may appeal the reconsideration decision through the grievance process under Article 5, submitted at Step-4 Arbitration, or to the Personnel Board, but not both. If the group appeal includes a TLT, the decision effecting the Career Service employees shall also be applied to the TLT. The appeal shall be filed in writing to the appropriate agency with a copy to the DHR Director.

2. A Career Service employee or a group of Career Service employees has thirty (30) calendar days to appeal the reconsideration decision. If the appeal is made through the grievance process, timelines are pursuant to those set forth in Article 5. The timeline would begin from the date of the verification of receipt outlined in Section 24.5.A above. The Career Service employee, group of Career Service employees and the County may only present classifications that are active at the time of the hearing to the arbitrator or the Personnel Board.

3. Failure to submit an appeal within thirty (30) calendar days shall be considered as acceptance of the reconsideration decision.

### **24.6. Notification of Reclassifications and Requests**

The applicable Union(s) shall be notified of reclassification requests and/or decisions impacting their bargaining units, via the monthly report provided by DHR.

## **ARTICLE 25: TERM OF AGREEMENT**

25.1. This Agreement shall become effective upon the conclusion of approval process by the King County Council and cover the period January 1, 2026, through December 31, 2027.

**25.2.** Either party may initiate negotiations upon written notice to the other within ninety (90) days of the expiration of this Agreement.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

By:

King County Executive

International Brotherhood of Electrical Workers, Local 77:

Ray Palmer

Rex Habner, Business Manager/Financial Secretary

cba code: 101

Addendum A - Wages  
International Brotherhood of Electrical Workers Local 77  
Transit Division - Department of Transportation

Union Code: E2

| Effective January 1, 2026                                           |                     |                                                                                          |                             |          |          |
|---------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------|-----------------------------|----------|----------|
| Job Class Code                                                      | PeopleSoft Job Code | Classification Title                                                                     | January 1, 2026 Hourly Rate |          |          |
| 8207100                                                             | 730800              | Cable Splicer (104.85% of Utility Line Worker)                                           |                             |          | \$ 78.08 |
| 8207100                                                             | 730820              | Cable Splicer - 2nd Shift                                                                |                             |          | \$ 82.76 |
| 8207101                                                             | 730900              | Cable Splicer - Lead (107.5%) *                                                          |                             |          | \$ 83.94 |
| 8207101                                                             | 730920              | Cable Splicer - Lead 2nd/3rd Shift (107.5%) *                                            |                             |          | \$ 88.98 |
| 8210100                                                             | 731100              | Cable Splicer Chief (113%) *                                                             |                             |          | \$ 88.23 |
| 8210100                                                             | 731120              | Cable Splicer Chief 2nd Shift (113%) *                                                   |                             |          | \$ 93.52 |
| 8204100                                                             | 730100              | Electrician Constructor                                                                  |                             |          | \$ 74.47 |
| 8204100                                                             | 730120              | Electrician Constructor - 2nd Shift                                                      |                             |          | \$ 78.94 |
| 8204101                                                             | 730600              | Electrician Constructor - Lead (107.5%)*                                                 |                             |          | \$ 80.06 |
| 8204101                                                             | 730620              | Electrician Constructor - Lead 2nd Shift (107.5%)*                                       |                             |          | \$ 84.86 |
| 8204200                                                             | 730700              | Electrician Constructor Crew Chief (113%) *                                              |                             |          | \$ 84.15 |
| 8204200                                                             | 730720              | Electrician Constructor Crew Chief 2nd/3rd Shift (113%) *                                |                             |          | \$ 89.20 |
| 8204200                                                             | 731400              | Electrician Constructor Crew Temporary Chief (113%) *                                    |                             |          | \$ 84.15 |
| 8204200                                                             | 731420              | Electrician Constructor Crew Temporary Chief 2nd Shift (113%) *                          |                             |          | \$ 89.20 |
| 8209100                                                             | 731300              | Fire Detection Specialist                                                                |                             |          | \$ 74.47 |
| 8209100                                                             | 731320              | Fire Detection Specialist - 2nd/3rd Shift                                                |                             |          | \$ 78.94 |
| 8230100                                                             | 824401              | Fire Life Safety Technician (107.5% of Transit Facilities Electrician)                   |                             |          | \$ 80.06 |
| 8230100                                                             | 824402              | Fire Life Safety Technician - 2nd/3rd Shift                                              |                             |          | \$ 84.86 |
| 8230200                                                             | 824501              | Fire Life Safety Technician - Lead (107.5%) *                                            |                             |          | \$ 86.06 |
| 8230200                                                             | 824502              | Fire Life Safety Technician - Lead 2nd/3rd Shift (107.5%) *                              |                             |          | \$ 91.22 |
| 8208200                                                             | 730000              | Line Crew Chief (113%) *                                                                 |                             |          | \$ 84.15 |
| 8208200                                                             | 730020              | Line Crew Chief (113%) * - 2nd/3rd Shift                                                 |                             |          | \$ 89.20 |
| 8208200                                                             | 731500              | Line Crew Temporary Chief (113%) *                                                       |                             |          | \$ 84.15 |
| 8208200                                                             | 731520              | Line Crew Temporary Chief (113%) * - 2nd/3rd Shift                                       |                             |          | \$ 89.20 |
| 8206100                                                             | 730400              | Line Material Worker I                                                                   |                             |          | \$ 58.49 |
| 8206100                                                             | 730420              | Line Material Worker I - 2nd/3rd Shift                                                   |                             |          | \$ 62.00 |
| 8206110                                                             | 730410              | Line Material Worker II                                                                  |                             |          | \$ 65.73 |
| 8206110                                                             | 730430              | Line Material Worker II - Shift                                                          |                             |          | \$ 69.67 |
| 8211100                                                             | 730500              | Pole Hauler                                                                              |                             |          | \$ 63.85 |
| 8211100                                                             | 730520              | Pole Hauler - 2nd Shift                                                                  |                             |          | \$ 67.68 |
| 8212400                                                             | 823401              | Rail Electrical Worker - Helper                                                          | \$ 50.38                    | \$ 52.48 | \$ 54.77 |
| 8212400                                                             | 823402              | Rail Electrical Worker - Helper 2nd/3rd Shift                                            | \$ 53.88                    | \$ 55.98 | \$ 58.27 |
| 8212100                                                             | 823102              | Rail Electrical Worker                                                                   |                             |          | \$ 74.47 |
| 8212100                                                             | 823103              | Rail Electrical Worker - 2nd/3rd Shift                                                   |                             |          | \$ 78.94 |
| 8212200                                                             | 823201              | Rail Electrical Worker - Lead (107.5%) *                                                 |                             |          | \$ 80.06 |
| 8212200                                                             | 823202              | Rail Electrical Worker - Lead 2nd/3rd Shift (107.5%) *                                   |                             |          | \$ 84.86 |
| 8212500                                                             | 823501              | Rail Electrical Worker - Crew Chief                                                      |                             |          | \$ 84.15 |
| 8212500                                                             | 823502              | Rail Electrical Worker - Crew Chief 2nd/3rd Shift                                        |                             |          | \$ 89.20 |
| 8217100                                                             | 823701              | Rail Electrical Worker - Crew Chief Tech Trainer (102% above Crew Chief) *               |                             |          | \$ 85.83 |
| 8217100                                                             | 823702              | Rail Electrical Worker - Crew Chief Tech Trainer 2nd/3rd Shift (102% above Crew Chief) * |                             |          | \$ 90.98 |
| 8216100                                                             | 823601              | Rail Electrical Worker - Programmer (10.25%)*                                            |                             |          | \$ 82.10 |
| 8216100                                                             | 823602              | Rail Electrical Worker - Programmer 2nd/3rd Shift (10.25%)*                              |                             |          | \$ 87.03 |
| 8213100                                                             | 824101              | Transit Facilities Electrician                                                           |                             |          | \$ 74.47 |
| 8213100                                                             | 824102              | Transit Facilities Electrician - 2nd Shift                                               |                             |          | \$ 78.94 |
| 8213100                                                             | 824103              | Transit Facilities Electrician - 3rd Shift                                               |                             |          | \$ 78.94 |
| 8213200                                                             | 824201              | Transit Facilities Electrician - Lead (107.5%) *                                         |                             |          | \$ 80.06 |
| 8213200                                                             | 824202              | Transit Facilities Electrician - Lead 2nd/3rd Shift (107.5%) *                           |                             |          | \$ 84.86 |
| 8208100                                                             | 730200              | Utility Line Worker                                                                      |                             |          | \$ 74.47 |
| 8208100                                                             | 730220              | Utility Line Worker - 2nd/3rd Shift                                                      |                             |          | \$ 78.94 |
| 8205100                                                             | 730300              | Utility Line Worker - Helper                                                             | \$ 50.38                    | \$ 52.48 | \$ 54.77 |
| 8205100                                                             | 730320              | Utility Line Worker - Helper 2nd/3rd Shift                                               | \$ 53.88                    | \$ 55.98 | \$ 58.27 |
| 8208101                                                             | 731000              | Utility Line Worker - Lead (107.5%) *                                                    |                             |          | \$ 80.06 |
| 8208101                                                             | 731020              | Utility Line Worker - Lead 2nd/3rd Shift (107.5%) *                                      |                             |          | \$ 84.86 |
| Standby Pay                                                         |                     |                                                                                          |                             |          | \$ 9.49  |
| ^Shift Differential is 6% with a minimum of \$3.50                  |                     |                                                                                          |                             |          | 6%       |
| *Rate calculated as a percentage of the Journey Classification rate |                     |                                                                                          |                             |          |          |

cba code: 101

Addendum A - Wages  
International Brotherhood of Electrical Workers Local 77  
Transit Division - Department of Transportation

Union Code: E2

| Effective July 1, 2026                                              |                     |                                                                                          |                          |          |          |
|---------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------|--------------------------|----------|----------|
| Job Class Code                                                      | PeopleSoft Job Code | Classification Title                                                                     | July 1, 2026 Hourly Rate |          |          |
| 8207100                                                             | 730800              | Cable Splicer (104.85% of Utility Line Worker)                                           |                          |          | \$ 81.98 |
| 8207100                                                             | 730820              | Cable Splicer - 2nd Shift                                                                |                          |          | \$ 86.90 |
| 8207101                                                             | 730900              | Cable Splicer - Lead (107.5%) *                                                          |                          |          | \$ 88.13 |
| 8207101                                                             | 730920              | Cable Splicer - Lead 2nd/3rd Shift (107.5%) *                                            |                          |          | \$ 93.42 |
| 8210100                                                             | 731100              | Cable Splicer Chief (113%) *                                                             |                          |          | \$ 92.60 |
| 8210100                                                             | 731120              | Cable Splicer Chief 2nd Shift (113%) *                                                   |                          |          | \$ 98.20 |
| 8204100                                                             | 730100              | Electrician Constructor                                                                  |                          |          | \$ 78.19 |
| 8204100                                                             | 730120              | Electrician Constructor - 2nd Shift                                                      |                          |          | \$ 82.88 |
| 8204101                                                             | 730600              | Electrician Constructor - Lead (107.5%)*                                                 |                          |          | \$ 84.05 |
| 8204101                                                             | 730620              | Electrician Constructor - Lead 2nd Shift (107.5%)*                                       |                          |          | \$ 89.09 |
| 8204200                                                             | 730700              | Electrician Constructor Crew Chief (113%) *                                              |                          |          | \$ 88.35 |
| 8204200                                                             | 730720              | Electrician Constructor Crew Chief 2nd/3rd Shift (113%) *                                |                          |          | \$ 93.65 |
| 8204200                                                             | 731400              | Electrician Constructor Crew Temporary Chief (113%) *                                    |                          |          | \$ 88.35 |
| 8204200                                                             | 731420              | Electrician Constructor Crew Temporary Chief 2nd Shift (113%) *                          |                          |          | \$ 93.65 |
| 8209100                                                             | 731300              | Fire Detection Specialist                                                                |                          |          | \$ 78.19 |
| 8209100                                                             | 731320              | Fire Detection Specialist - 2nd/3rd Shift                                                |                          |          | \$ 82.88 |
| 8230100                                                             | 824401              | Fire Life Safety Technician (107.5% of Transit Facilities Electrician)                   |                          |          | \$ 84.05 |
| 8230100                                                             | 824402              | Fire Life Safety Technician - 2nd/3rd Shift                                              |                          |          | \$ 89.09 |
| 8230200                                                             | 824501              | Fire Life Safety Technician - Lead (107.5%) *                                            |                          |          | \$ 90.35 |
| 8230200                                                             | 824502              | Fire Life Safety Technician - Lead 2nd/3rd Shift (107.5%) *                              |                          |          | \$ 95.77 |
| 8208200                                                             | 730000              | Line Crew Chief (113%) *                                                                 |                          |          | \$ 88.35 |
| 8208200                                                             | 730020              | Line Crew Chief (113%) * - 2nd/3rd Shift                                                 |                          |          | \$ 93.65 |
| 8208200                                                             | 731500              | Line Crew Temporary Chief (113%) *                                                       |                          |          | \$ 88.35 |
| 8208200                                                             | 731520              | Line Crew Temporary Chief (113%) * - 2nd/3rd Shift                                       |                          |          | \$ 93.65 |
| 8206100                                                             | 730400              | Line Material Worker I                                                                   |                          |          | \$ 58.49 |
| 8206100                                                             | 730420              | Line Material Worker I - 2nd/3rd Shift                                                   |                          |          | \$ 62.00 |
| 8206110                                                             | 730410              | Line Material Worker II                                                                  |                          |          | \$ 65.73 |
| 8206110                                                             | 730430              | Line Material Worker II - Shift                                                          |                          |          | \$ 69.67 |
| 8211100                                                             | 730500              | Pole Hauler                                                                              |                          |          | \$ 63.85 |
| 8211100                                                             | 730520              | Pole Hauler - 2nd Shift                                                                  |                          |          | \$ 67.68 |
| 8212400                                                             | 823401              | Rail Electrical Worker - Helper                                                          | \$ 50.38                 | \$ 52.48 | \$ 54.77 |
| 8212400                                                             | 823402              | Rail Electrical Worker - Helper 2nd/3rd Shift                                            | \$ 53.88                 | \$ 55.98 | \$ 58.27 |
| 8212100                                                             | 823102              | Rail Electrical Worker                                                                   |                          |          | \$ 78.19 |
| 8212100                                                             | 823103              | Rail Electrical Worker - 2nd/3rd Shift                                                   |                          |          | \$ 82.88 |
| 8212200                                                             | 823201              | Rail Electrical Worker - Lead (107.5%) *                                                 |                          |          | \$ 84.05 |
| 8212200                                                             | 823202              | Rail Electrical Worker - Lead 2nd/3rd Shift (107.5%) *                                   |                          |          | \$ 89.09 |
| 8212500                                                             | 823501              | Rail Electrical Worker - Crew Chief                                                      |                          |          | \$ 88.35 |
| 8212500                                                             | 823502              | Rail Electrical Worker - Crew Chief 2nd/3rd Shift                                        |                          |          | \$ 93.65 |
| 8217100                                                             | 823701              | Rail Electrical Worker - Crew Chief Tech Trainer (102% above Crew Chief) *               |                          |          | \$ 90.12 |
| 8217100                                                             | 823702              | Rail Electrical Worker - Crew Chief Tech Trainer 2nd/3rd Shift (102% above Crew Chief) * |                          |          | \$ 95.53 |
| 8216100                                                             | 823601              | Rail Electrical Worker - Programmer (10.25%)*                                            |                          |          | \$ 86.20 |
| 8216100                                                             | 823602              | Rail Electrical Worker - Programmer 2nd/3rd Shift (10.25%)*                              |                          |          | \$ 91.37 |
| 8213100                                                             | 824101              | Transit Facilities Electrician                                                           |                          |          | \$ 78.19 |
| 8213100                                                             | 824102              | Transit Facilities Electrician - 2nd Shift                                               |                          |          | \$ 82.88 |
| 8213100                                                             | 824103              | Transit Facilities Electrician - 3rd Shift                                               |                          |          | \$ 82.88 |
| 8213200                                                             | 824201              | Transit Facilities Electrician - Lead (107.5%) *                                         |                          |          | \$ 84.05 |
| 8213200                                                             | 824202              | Transit Facilities Electrician - Lead 2nd/3rd Shift (107.5%) *                           |                          |          | \$ 89.09 |
| 8208100                                                             | 730200              | Utility Line Worker                                                                      |                          |          | \$ 78.19 |
| 8208100                                                             | 730220              | Utility Line Worker - 2nd/3rd Shift                                                      |                          |          | \$ 82.88 |
| 8205100                                                             | 730300              | Utility Line Worker - Helper                                                             | \$ 50.38                 | \$ 52.48 | \$ 54.77 |
| 8205100                                                             | 730320              | Utility Line Worker - Helper 2nd/3rd Shift                                               | \$ 53.88                 | \$ 55.98 | \$ 58.27 |
| 8208101                                                             | 731000              | Utility Line Worker - Lead (107.5%) *                                                    |                          |          | \$ 84.05 |
| 8208101                                                             | 731020              | Utility Line Worker - Lead 2nd/3rd Shift (107.5%) *                                      |                          |          | \$ 89.09 |
| Standby Pay                                                         |                     |                                                                                          |                          |          | \$ 9.97  |
| ^Shift Differential is 6% with a minimum of \$3.50                  |                     |                                                                                          |                          |          | 6%       |
| *Rate calculated as a percentage of the Journey Classification rate |                     |                                                                                          |                          |          |          |

## Certificate Of Completion

|                                                                                         |                             |
|-----------------------------------------------------------------------------------------|-----------------------------|
| Envelope Id: 3273AC5B-E325-8604-8109-1C4A870452F0                                       | Status: Completed           |
| Subject: Complete with Docusign: Ordinance 20111 Attachment A.pdf, Ordinance 20111.docx |                             |
| Source Envelope:                                                                        |                             |
| Document Pages: 2                                                                       | Signatures: 3               |
| Supplemental Document Pages: 59                                                         | Initials: 0                 |
| Certificate Pages: 5                                                                    | Envelope Originator:        |
| AutoNav: Enabled                                                                        | Gavin Muller                |
| Envelopeld Stamping: Enabled                                                            | 401 5TH AVE                 |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                                       | SEATTLE, WA 98104           |
|                                                                                         | gavin.muller@kingcounty.gov |
|                                                                                         | IP Address: 198.49.222.20   |

## Record Tracking

|                                      |                             |                    |
|--------------------------------------|-----------------------------|--------------------|
| Status: Original                     | Holder: Gavin Muller        | Location: DocuSign |
| 7/15/2026 2:08:55 PM                 | gavin.muller@kingcounty.gov |                    |
| Security Appliance Status: Connected | Pool: FedRamp               |                    |

## Signer Events

Sarah Perry  
sarah.perry@kingcounty.gov  
Chair, King County Council  
Security Level: Email, Account Authentication (None)

## Signature

Signed by:  
  
062AC77E76FB49B...  
Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.222.20

## Timestamp

Sent: 7/15/2026 2:10:37 PM  
Viewed: 7/15/2026 5:40:17 PM  
Signed: 7/15/2026 5:40:24 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/15/2026 5:40:17 PM  
ID: f5468c59-6105-4ca1-b735-9390d21ebe43

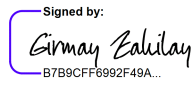
Melani Hay  
melani.hay@kingcounty.gov  
Clerk of the Council  
King County Council  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
8DE1BB375AD3422...  
Signature Adoption: Pre-selected Style  
Using IP Address: 146.129.133.32

Sent: 7/15/2026 5:40:26 PM  
Viewed: 7/16/2026 7:59:40 AM  
Signed: 7/16/2026 7:59:49 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/30/2022 11:27:12 AM  
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Girmay Zahilay  
execzahilay@kingcounty.gov  
Security Level: Email, Account Authentication (None)

Signed by:  
  
B7B9CFF6992F49A...  
Signature Adoption: Pre-selected Style  
Using IP Address: 198.49.222.20

Sent: 7/16/2026 7:59:51 AM  
Viewed: 7/20/2026 1:28:29 PM  
Signed: 7/20/2026 1:34:20 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 7/20/2026 1:28:29 PM  
ID: 83893b86-f884-4c00-b86c-d1c7e881692d

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

|                                                                                                                                                                              |                   |                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------------------------------------|
| Carly Pena<br>cpena@kingcounty.gov<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign | <div>COPIED</div> | Sent: 7/16/2026 7:59:51 AM<br>Viewed: 7/20/2026 9:41:08 AM |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------------------------------------|

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                      |
|---------------------|------------------|----------------------|
| Envelope Sent       | Hashed/Encrypted | 7/15/2026 2:10:38 PM |
| Certified Delivered | Security Checked | 7/20/2026 1:28:29 PM |
| Signing Complete    | Security Checked | 7/20/2026 1:34:20 PM |
| Completed           | Security Checked | 7/20/2026 1:34:20 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
|--------------------------------------------|
|--------------------------------------------|

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