



King County
Metropolitan King County Council
Committee of the Whole

STAFF REPORT

Agenda Item No.: 5	Date: 29 July 2009
Ordinance No.: 2009-0443	Prepared by: Nick Wagner

A. SUMMARY

Proposed Ordinance 2009-0443 (Attachment 1, pp. 5-6 of these materials) would approve a collective bargaining agreement (CBA) and a memorandum of agreement (MOA) between King County and the International Brotherhood of Electrical Workers (IBEW), Local 77. The CBA (Attachment 1.a, pp. 7-42 of these materials) covers about 27 employees working in the county Departments of Natural Resources and Parks, Public Health, and Transportation, and in the Office of Information Resource Management. They maintain and repair vehicle weight scales and equipment for wireless communications, traffic signals, video monitoring, and street lighting. The MOA specifies the timing of the retroactive payments due pursuant to the CBA.

1. Term of the CBA

The CBA covers the three-year period from 1 January 2008 through 31 December 2010. (CBA, article 19, p. 41 of these materials).

2. The Bargaining Unit

As described in the Executive's transmittal letter (Attachment 5, pp. 53-54 of these materials), the responsibilities of the employees covered by the CBA include the following:

- Department of Natural Resources and Parks (Solid Waste Division)

“[T]esting, evaluating, troubleshooting, maintaining, repairing and calibrating the various electronic/mechanical truck and weigh scales” in order to maintain their accuracy.

- Department of Transportation (Roads Services Division)

“[T]he Traffic Signal Technicians maintain and reconstruct traffic control devices in unincorporated King County and contract cities. They build and maintain traffic signals, video monitoring and street lighting. Their work includes electrical inspections, wiring, setting and wiring signal poles, re-lamping, programming signal controllers, installing in-pavement monitoring loops, computer system maintenance, and signal preventive maintenance.”

- Department of Public Health and Office of Information Resource Management

“[T]he employees operate and maintain wireless communications systems for King County agencies, except Metro Transit, and other local agencies. . . . The system serves about 14,000 users in county and suburban agencies, such as police, fire, emergency medical services, school districts and water districts. The employees are responsible for mobile communications equipment for King County vehicles, including the Sheriff’s Office fleet.”

3. Consistency with Labor Policies

As described in the Contract Summary (Attachment 3, pp. 47-49 of these materials), the proposed CBA appears to be generally consistent with the County’s adopted labor policies. The one exception is the timeliness of labor contract negotiations, which were not initiated until January of 2008, just after the previous agreement expired, and were not concluded until April of 2009.

4. Pay Range Increases

Wage rates are specified in CBA Addendum A (p. 42 of these materials) and are based on the 2009 King County 10-Step Hourly Squared Schedule. They include the following pay range increases, which are based on market analysis:

Traffic Signal Technician: from 55 to 56;
Electronic Communication Technician I: from 39 to 42;
Electronic Communication Technician II: from 55 to 56.

These pay range adjustments are retroactive to 1 January 2008 (*see* CBA, art. 7, § 1, p. 24 of these materials, and MOA, § 1, p. 43 of these materials).

As noted in the Executive’s Checklist and Summary of Changes (Attachment 2, p. 45 of these materials), the CBA “eliminated an annual salary review of selected market comparators,” which had been provided for in the previous CBA.

5. COLAs

The cost-of-living adjustments (COLAs) for the three years covered by the CBA follow the standard county settlement agreed to with other unions.

The adjustments are based on 90 percent of the CPI-W for All U.S. Cities, September-to-September Index, with a minimum and maximum increase of 2 percent and 6 percent, respectively. (*See* CBA, art. 7, § 4, p. 25 of these materials.) According to the fiscal note (Attachment 4, p. 51 of these materials), from a 2008 base cost of \$2,447,322 under the previous CBA, the proposed increases are:

	% increase	\$ increase
2008	2.49	\$60,974
2009	4.88	\$122,476
2010	2.00 (assumed)	\$183,067

6. MOA re. timing of retroactive payments

The MOA provides that the retroactive COLA payments shall be made “immediately” upon ratification of the CBA, but that the retroactive pay range increases “shall be provided to all affected employees on the paycheck that includes January 1, 2010” (MOA, §§ 3-4, p. 44 of these materials).

7. Performance Evaluations

The CBA (art. 12, § 5, p. 33 of these materials) provides: “The County may conduct performance evaluations at least annually as part of a systematic and equitable employee performance management system.”

8. Interest Arbitration

The bargaining unit is not eligible for interest arbitration. *See* Contract Summary, at p. 49 of these materials.

9. No-Strike Provision

Article 17, § 1, of the agreement (p. 39 of these materials) prohibits “any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is riot bona fide, or other interference with County functions by employees under this Agreement.”

B. NEW CONTRACT PROVISIONS

The CBA contains the following new provisions:

1. Performance Evaluations

As noted above, the CBA (art. 12, § 5, p. 33 of these materials) now provides that the county may conduct annual performance evaluations.

2. Internal Preference in Filling Traffic Signal Technician Positions

The CBA establishes a process favoring lateral transfer of qualified regular employees who are already working in the Traffic Signal Technician classification and are candidates to fill vacancies in that classification (CBA, art. 12, § 4, pp. 32-33 of these materials).

3. Revision of Grievance Procedure

The CBA revises and clarifies the grievance procedure (CBA, art. 13, pp. 34-35 of these materials), including a final, internal review at the Human Resources Division level (CBA, art. 13, § 2, Step 3, p. 34-35 of these materials).

4. Discretionary Comp Time in Lieu of Overtime

The CBA authorizes employees to request compensatory time off in lieu of overtime (CBA, art. 8, § 7, p. 27 of these materials). The employee’s supervisor has discretion whether to grant the request.

5. Executive Leave

The CBA now provides, “FLSA-exempt employees covered under this Agreement are eligible for Executive Leave in accordance with King County policy (Executive Policy PER 8-1-2) as amended.” (CBA, art. 8, § 8, p. 27 of these materials)

C. FISCAL IMPACT

The fiscal impact of the agreement is described in the Executive’s Fiscal Note (Attachment 4, p. 51 of these materials). From a base cost of \$2,447,322 for 2008 (under the previous CBA), the new CBA would result in an increase of \$60,974 in 2008, \$122,476 in 2009, and \$183,067 in 2010.

The Executive’s transmittal letter describes the CBA as being within the county’s capacity to finance (Attachment 5, at p. 54 of these materials). Funding for the CBA would come from the following funds, as detailed in the Fiscal Note (Attachment 4, p. 51 of these materials): Roads, EMS, Radio Communications, Solid Waste.

D. LEGAL REVIEW

The CBA has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

INVITEES

- 1. Joe Simpson, Business Representative, IBEW Local 77
- 2. Rob Sprague, Labor Negotiator, Human Resources Division, DES

ATTACHMENTS

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Signature Report

July 27, 2009

Ordinance

Proposed No. 2009-0443.1

Sponsors Ferguson and Phillips

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement and memoranda of agreement
3 negotiated by and between King County and International
4 Brotherhood of Electrical Workers, Local 77 (Department
5 of Transportation (Road Services), Office of Information
6 Resource Management) representing employees in the
7 departments of natural resources and parks, public health,
8 transportation and the office of information resource
9 management; and establishing the effective date of said
10 agreements.

11
12 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

13 SECTION 1. The collective bargaining agreement and memorandum of
14 agreement negotiated between King County and International Brotherhood of Electrical
15 Workers, Local 77 (Department of Transportation (Road Services), Office of Information
16 Resource Management) representing employees in the departments of natural resources
17 and parks, public health, transportation and the office of information resource

18 management and attached hereto are hereby approved and adopted by this reference made
19 a part hereof.

20 SECTION 2. Terms and conditions of said agreements shall be effective from
21 January 1, 2008, through and including December 31, 2010.

22

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments A. International Brotherhood of Electrical Workers (IBEW) Local 77 and King
County, B. Memorandum of Agreement by and between King County and
International Brotherhood of Electrical Workers, Local 77

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)
LOCAL 77
AND
KING COUNTY

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1 **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW)**
2 **LOCAL 77**
3 **AND**
4 **KING COUNTY**

5
6 These Articles constitute an agreement, the terms of which have been negotiated in good faith,
7 between King County ("County") and the International Brotherhood of Electrical Workers, Local 77
8 ("Union"). This Agreement shall be subject to approval by Ordinance by the Metropolitan King
9 County Council.

10
11 **ARTICLE 1: PURPOSE**

12 A. The intent and purpose of this Agreement is to promote the continued improvement of the
13 relationship between King County and its employees by providing a uniform basis for implementing
14 the right of public employees to join organizations of their own choosing, and to be represented by
15 such organizations in matters concerning their employment relations with King County, and to set
16 forth the wages, hours, and other working conditions of such employees in appropriate bargaining
17 units provided the County has authority to act on such matters and further provided the matter has not
18 been delegated to any civil service commission or personnel board similar in scope, structure and
19 authority as defined in R.C.W. 41.56.

20 B. Joint Labor Management Committee.

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

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

27 2. To ensure the making of appointments and promotions as provided under the merit
28 system and this Agreement;

- 1 3. To provide stability of employment and to establish satisfactory tenure;
- 2 4. To provide for improvement programs designed to aid employees in achieving their
- 3 acknowledged and recognized objectives as outlined in this Agreement;
- 4 5. To promote the highest degree of efficiency and responsibility in the performance
- 5 of the work and the accomplishment of the public purposes of King County;
- 6 6. To resolve disputes arising between King County and the Union relating to matters
- 7 covered by this Agreement.
- 8 7. To promote systematic labor/management cooperation between King County and
- 9 its employees.

10 The JLMC does not waive or diminish management rights and does not waive or diminish
11 Union rights of grievance or bargaining. The parties recognize that the JLMC may not be able to
12 resolve every issue.

13 Process: The parties agree that the JLMC shall meet at least quarterly. The JLMC shall be
14 co-equal; there will be a relative balance of representatives from management and the Union (while
15 the numbers may not be exactly the same, neither party should dominate in number of participants).

16 JLMC agenda items will be determined by mutual agreement of committee members. The
17 parties agree that they will use the JLMC to disclose, discuss and attempt to resolve any unfair labor
18 practice (ULP) charge prior to filing a ULP charge.

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1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes the Union as the sole collective bargaining representative
3 of all employees whose job classifications are listed in Addendum A, which by this reference is made
4 a part of this Agreement, or in new or added classifications where the employees perform
5 substantially similar work as the present job classifications.

6 **Section 2.** It shall be a condition of employment that all employees covered by this
7 Agreement who are members of the Union in good standing on the effective date of this Agreement
8 shall remain members in good standing and those who are not members on the effective date of this
9 Agreement shall, on the thirtieth day following the effective date of this Agreement, become and
10 remain members in good standing in the Union or pay an agency fee. It shall also be a condition of
11 employment that all employees covered by this Agreement and hired or assigned into the bargaining
12 unit on or after its effective date shall, on the thirtieth day following the beginning of such
13 employment, become and remain members in good standing in the Union or pay an agency fee.

14 **Section 3.**

15 **A.** Nothing contained in Section 2 or in the Agreement shall require an employee to
16 join the Union should the employee hold bona fide religious tenets or teachings which prohibit the
17 payment of dues or initiation fees to Union organizations.

18 **B.** Employees exempted from Section 2 by the provisions of Section 3 (A) shall pay
19 an amount of money equivalent to regular Union dues and initiation fee to a non-religious charitable
20 organization mutually agreed upon by the employee affected and the Union to which such employee
21 would otherwise pay the dues and initiation fee. The employee shall furnish written proof that each
22 payment has been made each month.

23 **C.** If the employee and the Union cannot reach agreement on the non-religious
24 organization to which the payments shall be made under this Section, the Public Employment
25 Relations Commission shall designate the non-religious charitable organization.

26 **Section 4.** The County shall discharge any employee who fails to comply with the
27 requirements of Sections 2 and 3, following written notice from the Union of such failure.

28 **Section 5. Dues Deduction.** Upon receipt of written authorization individually signed by a

1 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
2 of dues and initiation fees as certified by the secretary of the Union and shall transmit the same to the
3 treasurer of the Union.

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

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1 **ARTICLE 3: MANAGEMENT RIGHTS**

2 **Section 1.** The Union recognizes the prerogatives of King County to operate and manage its
3 affairs in all respects in accordance with its responsibilities and powers of authority.

4 **Section 2.** King County management has the right to schedule overtime work as required and
5 consistent with requirements of public employment.

6 **Section 3.** It is understood by the parties that every incidental duty connected with operations
7 enumerated in job descriptions is not always specifically described.

8 **Section 4.** King County reserves the right to discipline and discharge for just cause. King
9 County reserves the right to lay off personnel for lack of work or funds, or for the occurrence of
10 conditions beyond the control of King County, or when such continuation of work would be wasteful
11 and unproductive. King County shall have the right to determine reasonable schedules of work and to
12 establish the methods and processes by which such work is performed.

13 **Section 5.** No policies or procedures in this Agreement shall be construed as delegating to
14 others or as reducing or abridging the following management responsibilities:

15 **A.** The responsibility for determining classification, status and tenure of employees,
16 establishing rules, initiating promotions and disciplinary actions and certifying payrolls.

17 **B.** The responsibility of division managers governed by Charter provisions,
18 ordinances and Personnel Guidelines which include, but are not limited to the following:

19 1. To suspend, demote, discharge or take other disciplinary action against
20 employees for just cause;

21 2. To relieve employees from duties because of lack of work, lack of funds, or
22 for disciplinary reasons;

23 3. To determine methods, means and employees necessary for departmental
24 operations;

25 4. To control the departmental budget(s);

26 5. To take whatever actions are necessary in emergencies in order to assure the
27 proper functioning of the departments.

28 **Section 6.** Nothing in this contract shall be construed to delete, add or restrict any provision

1 of the King County Charter. Any provision or part thereto of this contract shall be void if found to be
2 in conflict with the King County Charter.

3 **Section 7.** Employees outside of the bargaining unit may be temporarily assigned to work
4 within the bargaining unit for a period not to exceed thirty (30) working days without being subject to
5 the provisions of Article 2, Union Recognition and Membership.

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1 **ARTICLE 4: HOLIDAYS**

2 All employees shall be granted the following holidays with pay:

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

13 and any day designated by public proclamation of the chief executive of the State as a legal holiday.

14 Each employee shall receive two (2) additional personal holidays to be administered through
15 the vacation plan. One day shall be granted to all eligible employees on the first of October and the
16 second shall be granted to all eligible employees on the first of November of each year. These days
17 may be used in the same manner as any vacation day earned.

18 Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the
19 holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

20 Holidays paid for but not worked shall be recognized as time worked for the purpose of
21 determining weekly overtime.

22 Work performed by hourly employees on holidays shall be paid at one and one-half (1-1/2)
23 times the regular rate in addition to the regular holiday pay. FLSA exempt employees are not eligible
24 for any additional pay for work performed on a holiday.

25 Total holiday hours shall not exceed ninety-six (96) hours per year, except by public
26 proclamation of the chief executive. Employees working alternative work schedules will receive
27 eight (8) hours of holiday pay. All holidays shall be observed in accordance with R.C.W. 1.16.050, as
28 amended.

1 **ARTICLE 5: VACATIONS**

2 **Section 1.** Regular full-time and regular part-time employees shall be eligible to accrue
3 vacation leave benefits for each hour in pay status exclusive of overtime as described in the following
4 table except in those instances expressly provided for in other sections of this Article:

		Hourly Accrual Rate	Equivalent Annual Leave In Days	
	Full Years of Service			
5	Upon hire through end of Year	5	.0460	12
6	Upon beginning of Year	6	.0577	15
7	Upon beginning of Year	9	.0615	16
8	Upon beginning of Year	11	.0769	20
9	Upon beginning of Year	17	.0807	21
10	Upon beginning of Year	18	.0846	22
11	Upon beginning of Year	19	.0885	23
12	Upon beginning of Year	20	.0923	24
13	Upon beginning of Year	21	.0961	25
14	Upon beginning of Year	22	.1000	26
15	Upon beginning of Year	23	.1038	27
16	Upon beginning of Year	24	.1076	28
17	Upon beginning of Year	25	.1115	29
18	Upon beginning of Year	26	.1153	30
19	Upon beginning of Year			
20	and beyond			

21 **Section 2.** Regular employees shall accrue vacation leave from their date of hire.

22
23 **Section 3.** Regular employees shall not be eligible to take or be paid for vacation leave until
24 they have successfully completed their first six months of County service, and if they leave County
25 employment prior to successfully completing their first six months of County service, shall forfeit and
26 not be paid for accrued vacation leave. This section does not prevent employees from using accrued
27 vacation for a qualifying event under the Washington Family Care Act. Regular employees shall be
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1 paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they
2 have successfully completed their first six months of County service. Payment shall be the accrued
3 vacation leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving
4 County employment less mandatory withholdings.

5 **Section 4.** The division manager shall be responsible for establishing a vacation schedule in
6 such a manner as to achieve the most efficient functioning of the division. No person shall be
7 permitted to work for compensation for the County in any capacity during a time of that person's paid
8 vacation from the County service.

9 **Section 5.** Full-time regular employees may accrue up to sixty (60) days vacation. Part-time
10 regular employees may accrue vacation leave up to sixty (60) days prorated to reflect their normally
11 scheduled workweek. Employees shall use vacation leave beyond the maximum accrual amount prior
12 to December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will
13 result in forfeiture of the vacation leave beyond the maximum amount unless the County has
14 approved a carryover of such vacation leave because of cyclical workloads, work assignments or
15 other reasons as may be in the best interests of the County. In order to be eligible for carryover of
16 vacation leave beyond the maximum accrual, an employee must have made a request to use vacation
17 leave during the calendar year, and the appointing authority must have disapproved such request. In
18 order to be eligible for carryover of excess vacation leave, a written plan must be developed and
19 approved by the employee and appointing authority. This plan must outline how the excess vacation
20 will be used in the next year. The Human Resources Division of the Department of Executive
21 Services as well as the appointing authority must approve all requests for carryover of vacation.
22 Employees may accrue up to four hundred and eighty (480) hours of vacation.

23 **Section 6.** Employees shall not use or be paid for vacation leave until it has accrued and such
24 use or payment is consistent with the provisions of this Article.

25 **Section 7.** No employee shall work for compensation for the County in any capacity during
26 the time that the employee is on vacation leave.

27 **Section 8.** Employees who are FLSA overtime eligible may use vacation in one-quarter (1/4)
28 hour increments, at the discretion of the division manager. FLSA-exempt employees may use

1 vacation in increments of not less than one (1) day.

2 **Section 9.** In cases of separation from County employment by death of an employee with
3 accrued vacation leave and who has successfully completed his/her first six months of County
4 service, payment of unused vacation leave up to the maximum accrual amount shall be made to the
5 employee's estate, or, in applicable cases, as provided for by state law, R.C.W. Title II.

6 **Section 10.** If an employee resigns from County employment or is laid off and subsequently
7 returns to County employment within two (2) years from such resignation or lay off, as applicable, the
8 employee's prior County service shall be counted in determining the vacation leave accrual rate under
9 Section 1.

10 **Section 11.**

11 A. Any regular employee may donate a portion of his or her accrued vacation leave to
12 another employee who accrues vacation leave, donation will occur upon written request to and
13 approval of the donating and receiving employees' division manager(s), except that requests for
14 vacation donation made for the purposes of supplementing the sick leave benefits of the receiving
15 employee shall not be denied unless approval would result in a departmental hardship for the
16 receiving department.

17 B. The number of hours donated shall not exceed the donor's accrued vacation credit
18 as of the date of the request. No donation of vacation hours shall be permitted where it would cause
19 the employee receiving the transfer to exceed his or her maximum vacation accrual.

20 C. Donated vacation leave hours must be used within ninety calendar days following
21 the date of donation. Donated hours not used within ninety days or due to the death of the receiving
22 employee shall revert to the donor. Donated vacation leave hours shall be excluded from vacation
23 leave payoff provisions contained in this Article. For purposes of this Section, the first hours used by
24 an employee shall be accrued vacation leave hours.

25 D. All donations of vacation leave made under this section are strictly voluntary.
26 Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation
27 or benefits in exchange for donating leave hours.

28 E. All vacation hours donated shall be converted to a dollar value based on the

1 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by
2 the receiving employee's hourly rate to determine the actual number of hours received. Unused
3 donated vacation shall be reconverted based on the donor's straight time hourly rate at the time of
4 reconversion.

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1 **ARTICLE 6: SICK LEAVE/BEREAVEMENT LEAVE**

2 **Section 1.** Full-time regular employees and part-time regular employees, shall accrue sick
3 leave benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime; except
4 that sick leave shall not begin to accrue until the first of the month following the month in which the
5 employee commenced employment. The employee is not entitled to sick leave if not previously
6 earned.

7 **Section 2.** During the first six months of service, employees eligible to accrue vacation leave
8 may, at the appointing authority's discretion, use any accrued days of vacation leave as an extension
9 of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave
10 must be reimbursed to the County upon termination. This section does not apply to employees using
11 accrued vacation for a qualifying event under the Washington Family Care Act.

12 **Section 3.** Employees who are FLSA overtime eligible may use sick leave in quarter hour
13 increments, at the discretion of the division manager. FLSA-exempt employees may use sick leave in
14 increments of not less than one (1) day.

15 **Section 4.** There shall be no limit to the hours of sick leave benefits accrued by an eligible
16 employee.

17 **Section 5.** Division management is responsible for the proper administration of the sick leave
18 benefit. Verification of illness from a licensed practitioner may be required for any requested sick
19 leave absence.

20 **Section 6.** Separation from or termination of County employment except by reason of
21 retirement or layoff due to lack of work, funds or efficiency reasons, shall cancel all sick leave
22 accrued to the employee as of the date of separation or termination. Should the employee resign or be
23 laid off and return to County employment within two years, accrued sick leave shall be restored.

24 **Section 7.** Employees eligible to accrue sick leave and who have successfully completed at
25 least five years of County service and who retire as a result of length of service or who terminate by
26 reason of death shall be paid, or their estates paid or as provided for by R.C.W. Title 11, as
27 applicable, an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave
28 multiplied by the employee's rate of pay in effect upon the date of leaving County employment less

1 mandatory withholdings. This sick leave cash-out is subject to the adoption of a Voluntary Employee
2 Beneficiary Association (VEBA).

3 **Section 8.** Accrued sick leave may only be used for the following reasons:

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

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

8 1. An employee injured on the job may not simultaneously collect sick leave
9 and worker's compensation payments in a total amount greater than the net regular pay of the
10 employee;

11 2. An employee may not collect sick leave for physical incapacity due to any
12 injury or occupational illness which is directly traceable to employment other than with the County.

13 C. Exposure to contagious diseases and resulting quarantine.

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

16 E. The employee's medical, ocular or dental appointments, provided that the
17 employee's division manager has approved the use of sick leave for such appointments.

18 F. To care for the employee's child or the child of an employee's domestic partner if
19 the child has an illness or health condition which requires treatment or supervision by the employee.
20 A child means a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person
21 standing in loco parentis (in the place of a parent), who is either less than eighteen (18) years old or is
22 more than eighteen (18) years old but is incapable of self-care due to mental or physical disability.

23 **G. Family Medical Leave,** To care for family members or themselves, if:

24 1. For King County Family Medical Leave the employee has been employed
25 by the County for twelve (12) months or more and has actually worked a minimum of one thousand
26 forty (1040) hours (40 hour employee) in the preceding twelve (12) months (paid leaves such as
27 holiday, vacation and sick leave are not considered hours worked) and for Federal Family Medical
28 Leave the employee has worked 1250 hours in the preceding 12 months.

1 2. The family member is the employee's spouse or domestic partner, the parent
2 of the employee, employee's spouse or domestic partner or an individual who stands or stood in loco
3 parentis to the employee, the employee's spouse or domestic partner; and

4 3. The reason for leave is one of the following:

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

8 b. Care of a family member who has a serious health condition.

9 H. As otherwise provided by state and federal law, including the Washington Family
10 Care Act.

11 **Section 9.** An employee who has exhausted all of his/her sick leave may use accrued vacation
12 leave as sick leave before going on leave of absence without pay, if approved by his/her division
13 manager.

14 **Section 10.** Donation of sick leave hours.

15 A. Any regular employee may donate a portion of his or her accrued sick leave to
16 another employee who accrues sick leave upon written notice to the donating and receiving
17 employee's division manager.

18 B. No donation shall be permitted unless the donating employee's sick leave accrual
19 balance immediately subsequent to the donation is one hundred hours or more. No employee may
20 donate more than twenty-five (25) hours of his or her accrued sick leave in a calendar year.

21 C. Donated sick leave hours must be used within ninety calendar days. Donated hours
22 not used within ninety (90) days or due to the death of the receiving employee shall revert to the
23 donor. Donated sick leave hours shall be excluded from the sick leave payoff provisions contained in
24 this Article, and sick leave restoration provisions contained in this Article. For purposes of this
25 section, the first hours used by an employee shall be accrued sick leave hours.

26 D. All donations of sick leave are strictly voluntary. Employees are prohibited from
27 soliciting, offering or receiving monetary or any other compensation or benefits in exchange for
28 donating sick leave hours.

1 E. All sick leave hours donated shall be converted to a dollar value based on the
2 donor's straight time hourly rate at the time of donation. Such dollar value will then be divided by
3 the receiving employee's hourly rate to determine the actual number of hours received. Unused sick
4 leave shall be reconverted based on the donor's straight time hourly rate at the time of reconversion.

5 **Section 11. Leave - Organ Donors.**

6 A. The appointing authority shall allow all employees eligible for family leave, sick
7 leave, vacation leave or leave of absence without pay who are voluntarily participating as donors in
8 life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney
9 transplants, or blood transfusions to take five days paid leave without having such leave charged to
10 family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee
11 shall:

12 1. Give the division manager reasonable advance notice of the need to take
13 time off from work for the donation of bone marrow, a kidney, or other organs or tissue where there is
14 a reasonable expectation that the employee's failure to donate may result in serious illness, injury,
15 pain or the eventual death of the identified recipient.

16 2. Provide written proof from an accredited medical institution, organization
17 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or
18 tissue or to participate in any other medical procedure where the participation of the donor is unique
19 or critical to a successful outcome.

20 B. Time off from work for the purposes set out above in excess of five (5) working
21 days shall be subject to existing leave policies.

22 **Section 12. Bereavement Leave.**

23 A. Regular, full-time employees shall be entitled to three (3) working days of
24 bereavement leave per instance, due to death of members of their immediate family.

25 B. Regular, full-time employees who have exhausted their bereavement leave, shall be
26 entitled to use sick leave in the amount of three (3) days for each instance when death occurs to a
27 member of the employee's immediate family.

28 C. In cases of family care where no sick leave benefit exists, the employee may be

1 granted leave without pay.

2 D. In the application of any of the foregoing provisions, when a holiday or regular day
3 off fall within the prescribed period of absence, it shall not be charged against the employee's sick
4 leave account nor bereavement leave credit.

5 E. For the purposes of this Article, a member of the immediate family is as follows:
6 spouse, domestic partner, grandparent, parent, child, sibling, siblings of spouse or domestic partner,
7 child-in-law, parent-in-law, grandchild of the employee, or the grandchildren of the employee's
8 spouse or domestic partner.

9 **Section 13. Family Medical Leave.** Employees are eligible for family leave pursuant to
10 County ordinance. To the extent Washington State law provides more extensive benefits for use of
11 paid leave for family care, the Union and Employer recognize that state law shall prevail.

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1 **ARTICLE 7: WAGE RATES**

2 **Section 1.** Wage rates for the period from January 1, 2008 through December 31, 2010 shall
3 be in accordance with the job classifications and rates in Addendum A of this Agreement.

4 **Section 2.** Employees assigned to classifications in which more than one rate of pay exists
5 shall be advanced as follows:

6 New employees shall generally be hired at the first step and advanced to the next higher step
7 upon the completion of six months of continuous service. New employees may be hired in above the
8 first step at the discretion of the Department. Advancement to each succeeding step thereafter shall
9 occur after completion of one additional year of continuous service. Denial of a step increase for
10 cause may be authorized by the division manager, provided that the employee so affected is served
11 with written notification in advance outlining the reasons for such action and provided with a written
12 review every three months thereafter as long as such denial remains in effect.

13 The current incumbent in the Automated Scale Technician Classification shall be
14 grandfathered as being compensated in accordance with the County's merit pay plan.

15 **Section 3.**

16 **A.** Employees assigned by proper authority to a Supervisor position shall be
17 compensated at the higher rate for all time so spent.

18 **B.** Whenever an employee who is performing the same duties as other employees in a
19 classification is assigned limited supervisory duties (such as distribution of work assignments,
20 maintaining a balanced work load among a group and keeping a record of work, production, or
21 attendance over employees in the same classification or a classification having the same entrance
22 salary), and these duties do not justify reallocation to a supervisory classification, the appointing
23 authority may designate the employee as a "lead worker". The "lead worker" performs work under
24 the direction of a supervisor of a higher level who may not be present to give constant supervision to
25 the work because of duties and assignments performed in other areas. The appointing authority has
26 sole discretion regarding the selection or designation of which bargaining unit member is designated
27 as lead worker. An employee designated by the appointing authority as "lead worker" is eligible for
28 shift compensation of seven and one-half percent (7.5%) effective on the date of the assignment. At

1 such time as the "lead-worker" designation is removed, the employee's compensation reverts to the
2 rate received prior to the designation.

3 **Section 4.**

4 A. Effective January 1, 2008, the wage rates in effect on December 31, 2007 shall be
5 increased by a percentage factor equal to 90% of the percentage increase in the CPI-W, All Cities,
6 September 2006 – September 2007 base year; provided however, that the amount produced by
7 application of the foregoing shall not be less than 2.0% nor greater than 6%.

8 B. Effective January 1, 2009, wage rates in effect on December 31, 2008 shall be
9 increased by a percentage factor equal to 90% of the percentage increase in the CPI-W. All Cities,
10 September 2007 - September 2008 base year; provided however, that the amount produced by
11 application of the foregoing shall not be less than 2.0% nor greater than 6%.

12 C. Effective January 1, 2010, wage rates in effect on December 31, 2009 shall be
13 increased by a percentage factor equal to 90% of the percentage increase in the CPI-W, All Cities,
14 September 2008 - September 2009 base year; provided however, that the amount produced by
15 application of the foregoing shall not be less than 2.0% nor greater than 6%.

16 **Section 5. Shift Premium.** Employees assigned by management to a shift other than a day
17 shift on a straight-time basis shall receive a wage differential of 10% of the hourly rate for all hours
18 worked, provided that the shift is scheduled to start before 6:00 a.m. or end after 5:00 p.m. for a 5-8
19 shift, or the shift is scheduled to start before 6:00 a.m. or end after 6:00 p.m. for a 4-10 shift.

20 **Section 6. Pay Period.** The County may implement a bi-weekly pay period.
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1 **ARTICLE 8: OVERTIME**

2 **Section 1.** Except as otherwise provided in this Article, employees on a five-day schedule
3 shall be paid at the rate of time and one-half for all hours worked in excess of eight in one day,
4 exclusive of lunch period, or forty in one week. Employees on an alternative work schedule shall be
5 paid at the rate of time and one-half for all hours worked in excess of a regularly scheduled day,
6 exclusive of lunch period, or forty in one week.

7 **Section 2.** Overtime shall be compensated for at one and one half (1-1/2) times the regular
8 rate. Employees who are FLSA exempt are expected to put in the number of hours required to
9 perform their job and are not eligible for either overtime or compensation time. Employees who are
10 FLSA overtime eligible will report overtime in quarter hour increments.

11 **Section 3.** All overtime shall be authorized in advance by the division manager or his
12 designee in writing, except in emergencies. Saturday and Sunday work is not overtime when it is a
13 regularly scheduled work day for the individual crew.

14 **Section 4.** Emergency work at other than the normal scheduled working hours, or special
15 scheduled working hours not enumerated above shall be compensated as overtime. In the event this
16 overtime work is accomplished prior to the normal working hours and the employee subsequently
17 works his regular shift, his regular shift shall be compensated at regular time.

18 **Section 5. Call-out Pay.** Employees not on standby that are called into work on an
19 unscheduled basis or because of an emergency, will be paid at the overtime rate of pay from the time
20 of the call/notice and until the time of return to their home (by the most expeditious route possible).
21 Employees shall receive a minimum of four (4) hours at the overtime rate for each call out. Where
22 such overtime exceeds four (4) hours, the actual hours worked shall be allowed at overtime rates.

23 **Section 6.** An employee on standby status shall receive 12.75% of his/her regular base hourly
24 rate of pay for each hour on standby. Standby status requires an employee to remain on standby duty
25 with a pager (within pager range) during time off. If paged the employee will make contact within
26 fifteen (15) minutes and be en route within thirty (30) minutes. Employees shall receive notice in
27 writing prior to assignment on standby duty, except when emergencies interfere with such practice.
28 Employees called into work while on standby shall be paid in accordance with Section 6, except that

1 they shall not receive standby pay during the period of time they receive time and one-half. FLSA
2 exempt employees shall not be eligible for standby pay.

3 **Section 7.** Employees may request to earn compensatory time off in lieu of overtime payment
4 at the appropriate rate. The accrual of compensatory time off shall be at the discretion of the
5 Supervisor. A maximum of up to eighty (80) hours may be accumulated at any time in accordance
6 with County Personnel Guidelines. The use of compensatory time must be requested at least forty-
7 eight (48) hours in advance and will be granted at the discretion of the Supervisor.

8 **Section 8.** FLSA-exempt employees covered under this Agreement are eligible for Executive
9 Leave in accordance with King County policy (Executive Policy PER 8-1-2) as amended.

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1 **ARTICLE 9: HOURS OF WORK**

2 **Section 1.**

3 A. The parties agree that the standard schedule shall consist of five (5) consecutive
4 work days not to exceed eight (8) hours each exclusive of the meal period, and not to exceed forty
5 (40) hours per week, and shall normally be scheduled Monday through Friday.

6 B. The parties agree that the County shall have the right to set more than one standard
7 schedule within the core hours of 6:00 a.m. to 5:00 p.m. so long as the start and quit times for each
8 schedule are on the hour or the half hour.

9 C. The parties agree that alternative work schedules are permitted where mutually
10 agreed to between the County and the employee, provided that the schedules shall be consecutive
11 days, Monday-Friday, and between the hours of 6:00 a.m. and 6:00 p.m.

12 **Section 2.**

13 A. The parties agree that the County shall have the right to temporarily assign an
14 employee to a temporarily vacant schedule.

15 The County shall give the employee advance notice of a temporary assignment. If the County
16 has less than 10 working days notice and the vacancy arises due to the exercise of a leave benefit
17 contained in this Agreement, the County shall notify the employee no later than the end of the
18 employee's shift the day before the assignment. If the County has ten (10) or more working days
19 notice of a vacancy arising for any reason, the County shall notify the employee no later than seven
20 (7) calendar days before the temporary assignment.

21 B. An employee who is assigned to a vacant schedule shall work the schedule for the
22 duration of the absence. If the absent employee returns on other than the first day of a work week, the
23 returning employee shall work the adjusted employee's schedule until the end of the week unless the
24 affected employees agree otherwise.

25 **Section 3.**

26 A. The parties agree that the County shall have the right to establish special schedules
27 for specific projects, provided that the County provides fourteen (14) calendar days of notice and the
28 project and schedule are of at least seven (7) calendar days duration.

1 **B.** The parties agree that alternative work schedules may also be permitted in special
2 schedules for specific projects where mutually agreed to between the County and employee.
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1 **ARTICLE 10: MEDICAL, DENTAL & LIFE INSURANCE**

2 King County presently participates in group medical, dental and life insurance programs. The
3 County agrees to maintain the level of benefits in these plans during the term of this Agreement,
4 provided that the Union and County agree to incorporate changes to employee insurance benefits
5 which the County may implement as a result of the agreement of the Joint Labor-Management
6 Insurance Committee.

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1 **ARTICLE 11: SUBCONTRACTING**

2 The County agrees not to contract out work typically performed by currently employed
3 members of the bargaining unit if the contracting of such work eliminates or reduces the normal
4 workload of the bargaining unit. If, in order to secure funding for a specific, time-limited project, the
5 County is required to contract all or part of the work to be performed due to limitations imposed by
6 funding agreement, said contracting will not be considered a violation of this article. The County
7 agrees to provide the Union, upon request, with documentation to support any contracting of work
8 under the terms of this article.

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1 **ARTICLE 12: MISCELLANEOUS**

2 **Section 1.** An employee elected or appointed to a union office which requires a part or all of
3 his time shall be given leave of absence without pay upon application.

4 **Section 2.** All employees who have been authorized to use their own transportation on
5 County business shall be reimbursed for mileage at the rate established by ordinance.

6 **Section 3.** The County agrees to provide raingear and rubber boots to employees required to
7 work in inclement weather.

8 **Section 4. Selection Process for Traffic Signal Technician.** Prior to the initiation of any
9 competitive merit-based process to fill a vacant Traffic Signal Technician position, regular employees
10 in this classification shall be given the opportunity to make a lateral transfer to the vacant position.
11 Such lateral transfers shall be accomplished pursuant to the following procedure:

12 1. Written notification of the vacancy shall be provided to all Traffic Signal
13 Technicians who are regularly employed at the time.

14 2. The notification will provide a description of the job that will include the essential
15 job functions and the knowledge, skills and abilities necessary to successfully perform the job. A
16 level II IMSA certification will be a desirable qualification.

17 3. Interested individuals must provide a written letter of interest and/or resume to the
18 Traffic Superintendent outlining/describing their ability to perform each of the essential job functions
19 and how they meet or exceed the necessary knowledge, skills and abilities.

20 4. All interested individuals will have their letter of interest/resume
21 screened/evaluated by a Human Resource Analyst and one or two signal technicians to determine if
22 they possess the necessary knowledge, skills, and abilities to do the job. Any questions/issues that
23 arise in the course of the screening shall be resolved by the Traffic Superintendent.

24 5. The position will be offered to the most senior Traffic Signal Technician who
25 possesses the necessary knowledge, skills, and abilities to do the job and the desired level II IMSA
26 certification. If there are no candidates with a level II IMSA certification, the position will be offered
27 to the most senior Traffic Signal Technician who possesses the necessary knowledge, skills, and
28 abilities to do the job.

1 6. The selected individual will serve a six-month probationary period in accordance
2 with King County Personnel Guidelines.

3 7. A Traffic Signal Technician who transfers to another position in this classification
4 and does not complete the probationary period (for reasons other than just cause) may elect to return
5 to the former position within six (6) months of the initial transfer if the former position is vacant and
6 available. If the position is not available and as a result the employee separates from County service,
7 the employee will be entitled to recall rights to the former classification in accordance with Section
8 14.4 of the collective bargaining agreement, as if the employee had been laid off on the date of
9 separation.

10 8. If none of the interested regular Traffic Signal Technicians are selected for lateral
11 transfer, the position will be filled through the County's competitive hiring processes.

12 9. Interested regular Traffic Signal Technicians who are not selected through the
13 lateral transfer process may apply for the position during the competitive examination process.

14 **Section 5. Performance Evaluations.** The County may conduct performance evaluations at
15 least annually as part of a systematic and equitable employee performance management system.

1 **ARTICLE 13: GRIEVANCE PROCEDURE**

2 King County recognizes the importance and desirability of settling grievances promptly and
3 fairly in the interest of continued good employee relations and morale and to this end the following
4 procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest
5 possible level of supervision.

6 Employees will be unimpeded and free from restraint, interference, coercion, discrimination
7 or reprisal in seeking adjudication of their grievance.

8 **Section 1. Definition: Grievance** - A grievance shall be a dispute between a bargaining unit
9 employee, or the Union, and the County involving the interpretation or application of this Agreement.

10 **Section 2. Procedure**

11 **Step 1** - A grievance shall be verbally presented by the aggrieved employee and
12 representative, if the employee wishes, within ten (10) working days of the occurrence or when the
13 employee could reasonably be expected to know of the occurrence of such grievance to the
14 employee's immediate foreman or supervisor. The immediate foreman or supervisor shall gain all
15 relevant facts and shall attempt to adjust the matter and notify the employee within three working
16 days. If a grievance is not pursued to the next higher level within three working days, it shall be
17 presumed resolved.

18 **Step 2** - If, after thorough evaluation, the decision of the immediate foreman or supervisor has
19 not resolved the grievance to the satisfaction of the employee, the grievance may be presented in
20 writing to the department director or his designee. The grievance shall specify the alleged violation
21 along with any relevant facts and dates that support the claim as well as the specific remedy
22 requested. All letters, memoranda, and other written materials shall be made available for the review
23 and consideration of the department director or his designee. The director or designee may interview
24 the employee and/or representative and receive any additional related evidence which may be deemed
25 pertinent to the grievance. The director or designee shall make a written decision available within ten
26 working days. If the grievance is not pursued to the next higher level within five working days, it
27 shall be presumed resolved.

28 **Step 3** - If, after thorough evaluation, the decision of the department director or designee has

1 not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the
2 Director/designee of the Human Resources Division of the Department of Executive Services.
3 Thereafter, the Business Representative/designee of the Union will meet with the Director/designee
4 of the Human Resources Division of the Department of Executive Services and other appropriate
5 personnel for the purpose of resolving the grievance. The meeting shall be scheduled within ten (10)
6 working days of the Step 3 referral.

7 A written reply to the Union shall be made within ten (10) working days after such meeting is
8 concluded.

9 **Step 4** - Should the Step 3 reply not resolve the grievance, either party may request arbitration
10 within fifteen (15) working days of the Step 3 reply and must specify the exact question which it
11 wishes arbitrated. The parties shall then select a disinterested party to serve as an arbitrator. In the
12 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
13 panel of seven arbitrators furnished by the American Arbitration Association. The arbitrator will be
14 selected from the list by both the County representative and the Union, each alternately striking a
15 name from the list until only one name remains. The arbitrator, under voluntary labor arbitration
16 rules of the Association, shall be asked to render a decision promptly and the decision of the arbitrator
17 shall be final and binding on both parties.

18 The arbitrator shall have no power to change, alter, detract from or add to the provisions of
19 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
20 in reaching a decision.

21 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be borne
22 equally by both parties. Each party shall bear the expenses and fees of its representatives, attorneys,
23 and of any witnesses appearing on that party's behalf regardless of the outcome of the hearing.

24 No matter may be arbitrated which the County by law has no authority over, has no authority
25 to change, or has been delegated to any civil service commission or personnel board as defined in
26 R.C.W. 41.56.

27 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.
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1 **ARTICLE 14: REDUCTION IN FORCE AND REHIRE**

2 **Section 1.** Employees laid off as a result of a reduction in force shall be laid off according to
3 seniority within the division and classification with the employee with the least time being the first to
4 go. In the event there are two or more employees eligible for layoff within the division with the same
5 classification and seniority, the division manager will determine the order of layoff based on
6 employee performance.

7 **Section 2.** When a reduction in force is necessary, the Union and the employees who may be
8 affected shall be notified at least thirty (30) days prior to the effective date. At such time as a
9 reduction in force is of such an emergency nature as to prevent thirty (30) days notice, the earliest
10 possible notification will be given.

11 **Section 3.** Employees in a higher classification who have been notified of layoff may use
12 seniority to bump the least senior employee in a lower classification within the bargaining unit
13 provided they are qualified.

14 **Section 4.** Employees laid off will be eligible for rehire into positions of the same
15 classification according to seniority with King County. That is, the employee laid off last will be the
16 first rehired.

1 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

2 **Section 1.** The County shall not unlawfully discriminate against any employee in
3 employment on the basis of race, color, creed, religion, national origin, age, marital status, sex, sexual
4 orientation, or the presence of a sensory, mental or physical disability.

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1 **ARTICLE 16: SAVINGS CLAUSE**

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

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1 **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The employer and the signatory organization agree that the public interest requires
3 efficient and uninterrupted performance of all County services and to this end pledge their best efforts
4 to avoid or eliminate any conduct contrary to this objective. Specifically, the signatory organization
5 shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform
6 any customarily assigned duties, sick leave absence which is riot bona fide, or other interference with
7 County functions by employees under this Agreement, and should same occur, the signatory
8 organization agrees to take appropriate steps to end such interference. Any concerted action by any
9 employees in any bargaining unit shall be deemed a work stoppage if any of the above activities have
10 occurred. Being absent without authorized leave shall be considered as an automatic resignation.
11 Such a resignation may be rescinded by the division manager if the employee presents satisfactory
12 reasons for his absence within three calendar days of the date his automatic resignation became
13 effective.

14 **Section 2.** Upon notification in writing by the County to the signatory organization that any
15 of its members are engaged in a work stoppage, the signatory organization shall immediately, in
16 writing, order such members to immediately cease engaging in such work stoppage and provide the
17 County with a copy of such order. In addition, if requested by the County, a responsible official of
18 the signatory organization shall publicly order such signatory organization employees to cease
19 engaging in such a work stoppage.

20 **Section 3.** Any employee who commits any act prohibited in this section will be subject in
21 accord with the County's Work Rules to the following action or penalties:

- 22 1. Discharge
 - 23 2. Suspension or other disciplinary action as may be applicable to such employee.
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1 **ARTICLE 18: WAIVER CLAUSE**

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement,
6 each agree to waive the right to oblige the other party to bargain with respect to any subject or matter
7 not specifically referred to or covered in this Agreement.

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1 **ARTICLE 19: DURATION**

2 This agreement shall become effective upon conclusion of the approval process by the King
3 County Council and shall cover the period January 1, 2008 through December 31, 2010. Written
4 notice of desire to modify this agreement shall be served by either party upon the other at least sixty
5 (60) days prior to the date of expiration, namely October 31, 2010.

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7 APPROVED this 15th day of July, 2009.

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11 By: Scott Spletter
12 King County Executive

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15 International Brotherhood of Electrical Workers, Local 77:

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17 Don Guillot
18 Don Guillot
19 Business Manager/Financial Secretary

1 **International Brotherhood of Electrical Workers, Local 77**

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3 **ADDENDUM "A" - WAGE RATES**

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5 Job Class Code	MSA Job Class Code	Peoplesoft Job Class Code	Classification	Range
6 8302100	8620	832102	Automated Scale Technician	56
7 5327100	8716	838501	Electrical Inspector	58
8 8308100	8628	835401	Electronic Communication Specialist	58
9 8303100	8621	833101	Electronic Communication Technician I	42
10 8303200	8622	832201	Electronic Communication Technician II	56
11 8307100	8627	835301	Traffic Signal Technician	56

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14 **Steps 4, 6, 8, and 10 of the squared table salary ranges shall be used, unless otherwise referenced in this agreement.**

15 **The Shift Differential is 10%.**

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19 Job Class Code	MSA Job Class Code	Peoplesoft Job Class Code	Classification	Range
20 8700100	8661	877104	Supervisor I	58
21 8700200	8662	871204	Supervisor II	64

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24 **Steps 4, 6, 8, and 10 of the squared table salary ranges shall be used.**

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77**

Representing Employees in the King County Department of Transportation (Road Services)
and Office of Information Resource Management

Subject: Implementation of Wage Increases for 2008 – 2010 Collective Bargaining Agreement

This Memorandum of Agreement is entered into by King County (the "County") and the International Brotherhood of Electrical Workers, Local 77 (the "Union").

I. RECITALS

1. The County and the Union are parties to a collective bargaining agreement effective from January 1, 2005 to December 31, 2007.
2. The County and the Union have a tentative agreement on a successor collective bargaining agreement that is going through the ratification process.
3. The tentative agreement includes wage increases for some classifications that are to be effective January 1, 2008.
4. The parties have discussed the financial impacts of the retroactive wage increases during these tough budget times and through the negotiation process have reached agreement on how to implement these increases.

II. AGREEMENT

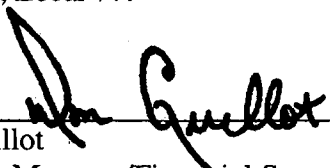
In consideration of the above, NOW, THEREFORE, the parties agree to the following:

1. The one range increase for the Traffic Signal Technician and Electronic Communication Technician II, as well as the three-range increase for the Electronic Communication Technician I, shall be effective January 1, 2008.
2. The agreed upon cost of living adjustments (COLA's) for all employees shall be effective January 1, 2008, January 1, 2009 and January 1, 2010.

3. The retroactive and prospective adjustment for the above-referenced range increases shall be provided to all affected employees on the paycheck that includes January 1, 2010.

4. The retroactive and prospective COLA's for all employees shall be processed "immediately" (in accordance with County implementation procedures) after the ratification of the collective bargaining agreement by the King County Council and it subsequently becoming law.

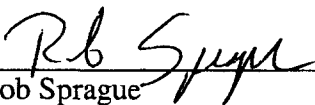
For the International Brotherhood of Electrical Workers, Local 77:



Don Guillot
Business Manager/Financial Secretary

Date

For King County:



Rob Sprague
Labor Negotiator
Human Resources Division
Department of Executive Services

6/29/09

Date



Checklist and Summary of Changes for the attached Collective Bargaining Agreement

Name of Agreement
International Brotherhood of Electrical Workers, Local 77 (Department of Transportation (Road Services), Office of Information Resource Management) and Memorandum of Agreement
Labor Negotiator
Rob Sprague

<i>Prosecuting Attorney's Review</i>	Yes
<i>Document Tracking System Routing Form; Motion or Ordinance</i>	Yes
<i>Executive Letter</i>	Yes
<i>Fiscal Note</i>	Yes
<i>Six Point Summary</i>	Yes
<i>King County Council Adopted Labor Policies Contract Summary</i>	Yes
<i>Ordinance</i>	Yes
<i>Original Signed Agreement(s)</i>	Yes
<i>Does transmittal include MOU/MOA? x1</i>	Yes

<i>Six Point Summary of changes to the attached agreement:</i>
1. The agreement provides standard county COLA for all classifications and market-based wage increases for Electronic Communication Technician II, Traffic Signal Technician, and Electronic Communication Technician I.
2. The agreement clarifies management's ability to conduct annual performance evaluations.
3. The agreement provides clarity to the grievance process, including a final internal review at the Human Resources Division level.
4. The agreement provides for ability of employees to accrue compensatory time off in lieu of overtime pay.
5. FLSA-exempt employees will be eligible for Executive Leave.
6. The agreement eliminated an annual salary review of selected market comparators.

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CONTRACT SUMMARY

CONTRACT: International Brotherhood of Electrical Workers, Local 77 (Department of Transportation (Road Services), Office of Information Resource Management) and Memorandum of Agreement

TERM OF CONTRACT: January 1, 2008, through December 31, 2010

DESCRIPTION OF WORK PERFORMED BY BARGAINING UNIT MEMBERS:

The employees covered by this agreement maintain and repair electronic signal, and scale and communications equipment. In the Department of Public Health and the Office of Information Resource Management, the employees operate and maintain wireless communications systems for King County agencies (except Metro Transit), and other local agencies. The largest is the regional 800 MHz trunked radio system. The system serves about 14,000 users in county and suburban agencies, such as police, fire, emergency medical services, school districts and water districts. The employees are responsible for mobile communications equipment for King County vehicles, including the Sheriff's Office fleet. In the Department of Transportation, Roads Services Division, the Traffic Signal Technicians maintain and reconstruct traffic control devices in unincorporated King County and contract cities. They build and maintain traffic signals, video monitoring and street lighting. Their work includes electrical inspections, wiring, setting and wiring signal poles, re-lamping, programming signal controllers, installing in-pavement monitoring loops, computer system maintenance, and signal preventive maintenance. The employee in the Department of Natural Resources and Parks, Solid Waste Division, is responsible for the accuracy of the truck and weigh scales. These responsibilities include testing, evaluating, troubleshooting, maintaining, repairing and calibrating the various electronic/mechanical truck and weigh scales.

NEGOTIATOR: Rob Sprague

COUNCIL POLICY	COMMENTS
➤ REDUCTION-IN-FORCE:	Layoff will be conducted in accordance with seniority within the division and classification.
➤ INTEREST-BASED BARGAINING:	The parties engaged in a traditional negotiation process, ultimately utilizing mediation to reach settlement.

CONTRACT SUMMARY

CONTRACT:

International Brotherhood of Electrical Workers, Local 77 (Department of Transportation (Road Services), Office of Information Resource Management) and Memorandum of Agreement

COUNCIL POLICY	COMMENTS
➤ VACATION ACCRUAL & SICK LEAVE CASHOUT:	Vacation accrual and sick leave cash-out are as provided by County Code.
➤ DIVERSITY IN THE COUNTY'S WORKFORCE:	The agreement contains an Equal Employment Opportunity article consistent with County Code.
➤ CONTRACTING OUT OF WORK:	The agreement prohibits contracting out work performed by current employees of the bargaining unit if it eliminates or reduces the normal workload.
➤ LABOR / MANAGEMENT COMMITTEES:	The agreement provides for a Joint Labor Management Committee process that is scheduled to meet at least quarterly.
➤ DISCIPLINE & GRIEVANCES:	The agreement provides for discipline for just cause. The grievance procedure provides for three internal steps with binding arbitration as a final step if necessary.
➤ MEDIATION:	The agreement is silent on the utilization of mediation, but the parties have agreed to the utilization of mediation to resolve disputes in the past.
➤ CONTRACT CONSOLIDATION:	This agreement covers employees in four different departments and thus contributes to reducing the number of potential collective bargaining agreements.
➤ BENEFITS TRUST PLAN:	Not applicable.
➤ HEALTH BENEFITS COST SHARING:	Health benefits and any corresponding cost-sharing is provided through the Joint Labor Management Insurance Committee, consistent with other collective bargaining agreements in the County.
➤ RELEASE TIME:	Up to two members of the bargaining unit were allowed to participate in negotiation sessions on paid release time.
➤ TIMELINESS OF LABOR CONTRACT NEGOTIATIONS:	The parties initiated the negotiation process in January 2008 and reached a tentative agreement in April 2009.

**KING COUNTY COUNCIL
ADOPTED LABOR POLICIES
CONTRACT SUMMARY**

CONTRACT: International Brotherhood of Electrical Workers, Local 77 (Department of Transportation (Road Services), Office of Information Resource Management) and Memorandum of Agreement

COUNCIL POLICY	COMMENTS
➤ TIMELINESS OF IMPLEMENTATION:	Consistent with labor policy, the agreement will be implemented as soon as practical after approval.
➤ USE OF TEMPORARY AND PART-TIME EMPLOYEES:	Employment of temporary and part-time employees is as provided in County Code.
➤ USE OF LEAVE FOR PERSONAL AND FAMILY MEDICAL PURPOSES:	Use of leave for personal and family medical business is consistent with County Code and State and Federal Statutes.

MISCELLANEOUS CONTRACT ISSUES:	
➤ BIWEEKLY PAY:	The agreement contains a provision allowing for the implementation of bi-weekly pay.
➤ INTEREST ARBITRATION ELIGIBLE:	This bargaining unit is not eligible for interest arbitration.
➤ NO STRIKE PROVISION:	The agreement contains a Work Stoppages and Employer Protection article which prohibits work stoppage, including any strike, slowdown or refusal to perform work.
➤ ADDITIONAL LEAVE PROVISIONS:	A compensatory time off provision was added to the agreement, consistent with County Code. An Executive Leave provision was added to the agreement for eligible employees consistent with County Code.
➤ HOURS OF WORK:	The agreement provides for a five-day, eight-hour a day work week with alternative work weeks established based on mutual agreement.
➤ PERFORMANCE EVALUATIONS:	A provision allowing for performance evaluations was added to the agreement.

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FISCAL NOTE

Ordinance/Motion No.	Collective Bargaining Agreement	
Title:	International Brotherhood of Electrical Workers, Local 77 (Department of Transportation (Road Services), Office of Information Resource Management)	
Effective Date:	Three year contract 1/1/2008 – 12/31/2010	
Affected Agency and/or Agencies:	DOT - Roads, OIRM, Public Health (EMS), Solid Waste	
Note Prepared by:	John McCoy, Labor Relations Analyst, HRD	Phone: 205-5398
Department Sign Off:	Greg Scharrer, Budget and Systems Manager, RSD, DOT	Phone: 296-8746
Department Sign Off:	Christine Chou, Business and Finance Manager IT, OIRM (Radio Communications Fund)	Phone: 263-7845
Department Sign Off:	Cynthia Bradshaw, Finance Officer, EMS, DPH	Phone: 263-8558
Department Sign Off:	Ann Berrysmith, Finance and Administration Services Manager, SWD, DRNP	Phone: 296-4457
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Greg Shiring, Budget Analyst	Phone: 263-9716
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Aaron Rubardt, Budget Analyst	Phone: 263-9715
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input type="checkbox"/>	Jennifer Lehman, Budget Analyst	Phone: 263-9705

EXPENDITURES FROM:					
Fund Title	Fund Code	Department	2008	2009	2010
Road Fund	1030	DOT	\$ 34,567	\$ 69,433	\$ 113,222
EMS	1190	Public Health	\$ 2,129	\$ 4,277	\$ 7,996
Radio Comm.	4501	OIRM	\$ 21,836	\$ 43,860	\$ 59,741
Solid Waste	4040	DNRP	\$ 2,442	\$ 4,905	\$ 2,108
TOTAL			\$ 60,974	\$ 122,476	\$ 183,067

EXPENDITURE BY CATEGORIES:						
Expense Type	Dept	Department	2008 Base	2008	2009	2010
Salaries			\$ 1,977,328	\$ 49,235	\$ 98,896	\$ 146,416
OT			\$ 132,433	\$ 3,329	\$ 6,686	\$ 11,400
PERS & FICA			\$ 337,562	\$ 8,410	\$ 16,893	\$ 25,251
TOTAL			\$ 2,447,322	\$ 60,974	\$ 122,476	\$ 183,067

ASSUMPTIONS:	
Assumptions used in estimating expenditure include:	
1. Contract Period (s):	Three year contract from 1/1/2008 to 12/31/2010.
2. Wage Adjustments & Effective Dates:	
COLA:	2.49% for 2008, 4.88% for 2009, 90% of CPI-W for 2010 (2.0% assumed).
Other:	1 range increase for Electronic Communication Tech II's and Traffic Signal Techs, 3 range increase for Electronic Communication Tech I's. All effective 1/1/2008. Payment for these range increases, including lump sum retroactive pay for 2008 and 2009, will occur in January of 2010.
Retro/Lump Sum Payment:	Retroactive pay for range increases to be paid in January, 2010.
3. Other Wage-Related Factors:	
Step Increase Movement:	Provisions unchanged.
PERS/FICA:	16%
Overtime:	Projected using 2008 totals.

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July 15, 2009

The Honorable Dow Constantine
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Constantine:

The enclosed ordinance, if approved, will ratify the International Brotherhood of Electrical Workers, Local 77 (Department of Transportation (Road Services), Office of Information Resource Management) Collective Bargaining Agreement and Memorandum of Agreement for the period of January 1, 2008, through December 31, 2010. This agreement covers approximately 27 employees in the Departments of Natural Resources and Parks, Public Health, and Transportation, as well as the Office of Information Resource Management.

The employees covered by this agreement maintain and repair electronic signal, and scale and communications equipment across King County. In the Department of Public Health and the Office of Information Resource Management, the employees operate and maintain wireless communications systems for King County agencies, except Metro Transit, and other local agencies. The largest is the regional 800 MHz trunked radio system. The system serves about 14,000 users in county and suburban agencies, such as police, fire, emergency medical services, school districts and water districts. The employees are responsible for mobile communications equipment for King County vehicles, including the Sheriff's Office fleet. In the Department of Transportation, Roads Services Division, the Traffic Signal Technicians maintain and reconstruct traffic control devices in unincorporated King County and contract cities. They build and maintain traffic signals, video monitoring and street lighting. Their work includes electrical inspections, wiring, setting and wiring signal poles, re-lamping, programming signal controllers, installing in-pavement monitoring loops, computer system maintenance, and signal preventive maintenance. The employee in the Department of Natural Resources and Parks, Solid Waste Division, is responsible for the accuracy of the truck and weigh scales. These responsibilities include testing, evaluating, troubleshooting, maintaining, repairing and calibrating the various electronic/mechanical truck and weigh scales. The work these employees perform are essential in maintaining proper traffic flow, safety of vehicles across the county and help promote public safety.

The Honorable Dow Constantine

July 15, 2009

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Aside from the economic adjustments addressed below, there are not many significant changes in this agreement. Language was added that clarified management's right to conduct annual performance evaluations. Modifications were also made to the grievance procedure to provide clearer definition of what a grievance is as well as a more thorough review process prior to any utilization of arbitration. Additional changes were made either consistent with County Code or to maintain consistency with State or Federal statute.

The wage settlement for 2008 includes several market-based wage adjustments. The cost-of-living increases for 2008, 2009 and 2010 follow the standard county settlement agreed to with other labor organizations. Those increases are based on 90% of the increase in the All Cities CPI-W Index, September to September; provided, however, that the amount produced by application of the foregoing shall not be less than 2% nor greater than 6%.

The settlement reached is a product of good faith collective bargaining between King County and the Union. The agreement compares favorably with other settlements and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

If you have questions, please contact James J. Johnson, Interim Labor Relations Manager, at 206-296-8556 at your convenience.

Sincerely,

Kurt Triplett
King County Executive

Enclosures

cc: King County Councilmembers
ATTN: Tom Bristow, Interim Chief of Staff
Saroja Reddy, Policy Staff Director
Anne Noris, Clerk of the Council
Frank Abe, Communications Director
Bob Cowan, Director, Office of Management and Budget (OMB)
Beth Goldberg, Deputy Director, OMB
James J. Buck, County Administrative Officer, Department of Executive Services (DES)
Anita Whitfield, Director, Human Resources Division (HRD), DES
Michael Frawley, Deputy Director, HRD, DES
James J. Johnson, Interim Labor Relations Manager, HRD, DES