

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

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

3 **1.1 Scope.** This Agreement, the terms of which have been negotiated in good faith, is made
4 and entered into by and between King County (“County”), its successors and assigns, and the
5 International Brotherhood of Electrical Workers, Local Union No. 77 (“Union”). This Agreement
6 shall be subject to approval by Ordinance of the Metropolitan King County Council and to
7 ratification in accordance with the policy of the Union.

8 **1.2. Purpose.**

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

16 **1.3. Non-Discrimination.**

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

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

25 **2.1.** The County shall select all employees in accordance with the Merit System. When the
26 County has openings in this bargaining unit, the Union will be so notified in writing and invited to
27 refer qualified applicants within five (5) working days of such notice. Such notice shall stipulate
28 classification and special skills, if any, and other needs, if any. After five (5) working days, the

1 County may seek additional applicants through its Human Resources Division.

2 **2.2.** Employees are encouraged to seek advancement within their specific work units, as well
3 as within the County as a whole.

4 **2.3.** Term Limited Temporary (TLT) position postings will also be posted as Special Duty
5 Assignment (SDA) opportunities.

6 **2.4.** Internal Career Service and TLT employees (also known as comprehensive leave eligible
7 employees) that are represented by the Union and who meet a positions' minimum qualifications and
8 pass any required test for the position will be given a first-round interview, either by phone or in
9 person, whichever is applicable in the process.

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

11 **3.1. Recognition.** The County recognizes the Union as the sole collective bargaining
12 representative of all employees whose job classifications are listed in Addendum A, which by this
13 reference is made a part of this Agreement, or in new or added classifications in the Metro Transit
14 Department where the employees perform substantially similar work as the present job
15 classifications.

16 **3.2. Union Dues.** The Union will notify the County of its dues and fees and all changes
17 thereto.

18 **3.3. Dues Deduction.** Upon receipt of written authorization individually signed by a
19 bargaining unit employee, the County shall have deducted from the pay of such employee the amount
20 of dues and fees as certified by the Union and shall transmit the same to the treasurer of the Union.

21 **3.4. Revocation of Dues Deduction Authorization.** An employee may revoke their
22 authorization for payroll deductions of payments to their Union by written notice to the Union in
23 accordance with the terms and conditions of their membership authorization. Every effort will be
24 made to end the deductions effective on the first payroll, and not later than the second payroll, after
25 receipt by the County of confirmation from the Union that the terms of the employee's authorization
26 regarding dues deduction revocation have been met.

27 **3.5. Indemnification and Hold Harmless.** The Union agrees to indemnify and hold the
28 County harmless against any liability which may arise by reason of any action taken by the County to

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

6 **3.6. Union Notification** – If the Department of Human Resources has the information in the
7 employee records, it will supply the Union with the following information within approximately five
8 working days of a new employee’s hire date or new Union eligibility:

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

22 **ARTICLE 4: LABOR MANAGEMENT COMMITTEE**

23 **4.1. Purpose**

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

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

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

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

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

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

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

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

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

16 **4.2.** The LMC does not waive or diminish management rights and does not waive or diminish
17 Union or County rights of grievance or bargaining. The LMC is not authorized to bargain.
18 Discussions that require bargaining shall be referred to the parties' authorized bargaining agents. The
19 parties recognize that the LMC may not be able to resolve every issue.

20 **4.3. Meetings** - The parties agree that each LMC shall meet at least quarterly. There will be
21 an approximately equal number of representatives from the County and the Union. If either party
22 intends to increase their normal attendance in order to accommodate guests or individuals serving in a
23 resource capacity, they will attempt to notify the other party in advance.

24 **4.4.** LMC agenda items will be determined by mutual agreement of committee members. A
25 maximum of four Union members will be released from duty without loss of pay during their normal
26 work hours to attend a LMC. Off duty employees who attend an LMC will not be paid by the
27 County.

28 **4.5.** The parties agree that they may use the LMC to disclose, discuss and attempt to resolve

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

6 **ARTICLE 5: GRIEVANCE PROCEDURE**

7 **5.1. Purpose.** The County and the Union recognize the importance and desirability of
8 settling grievances promptly and fairly in the interest of continued good employee relations and
9 morale. In furtherance of this objective, the County and the Union will extend every effort to resolve
10 grievances at the lowest possible level of supervision.

11 **5.2. No Discrimination.** Employees will be unimpeded and free from restraint, interference,
12 coercion, discrimination, or reprisal in seeking adjudication of their grievances.

13 **5.3. Grievance Definition.** A grievance is defined as an allegation by either party to this
14 Agreement that a violation of one or more terms of this Agreement has occurred.

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

26 **5.4. Access to Grievance Procedure.** Though employees will have no independent
27 unilateral privilege or right to invoke the grievance procedure, an employee’s complaint may be
28 presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1 by the Union.

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

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

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

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

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

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

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

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

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

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

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

28 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.

1 **5.6. Timelines.** Timelines under this Article may be extended by mutual agreement in
2 writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed
3 between the parties responsible for addressing the grievance at each step no grievance step may be
4 bypassed. If the final calendar day falls on a Saturday, Sunday, County recognized holiday or the
5 County is closed for business, the next following normal day of business will be considered the final
6 calendar day.

7 **5.7. Grievances of Disciplinary Action.** Career Service employees are subject to a just cause
8 standard for discipline.

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

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

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

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

18 **ARTICLE 6: HOLIDAYS**

19 **6.1. Holidays.** All comprehensive leave eligible employees shall be granted the following
20 designated holidays with pay:

21

HOLIDAYS	
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

22
23
24
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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 1st. 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 15th 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

1 **7.1. Accrual Schedule** - Comprehensive leave eligible employees hired after May 22, 2002,
 2 who work a full-time schedule will accrue vacation leave benefits as described below and further
 3 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

22 **7.1.1.** Comprehensive leave eligible employees hired on or before May 22, 2002, are eligible
 23 for vacation as provided below. Accrual rates are effective January 1 of the year in which the service
 24 requirement is met:
 25

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

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

3 **ARTICLE 8: SICK LEAVE**

4 **8.1.** Comprehensive leave eligible employees shall accrue sick leave benefits at the rate of
5 0.04616 hours for each eligible hour in paid status, excluding overtime and excluding the use of
6 donated leave, up to a maximum of 3.6928 hours per biweekly pay period for employees on a
7 standard full-time 80 hour bi-weekly schedule, unless additional leave accruals are required by law,
8 which is currently understood to mean that if an hourly employee works in excess of seventy-four (74)
9 hours in one week, the employee shall accrue sick leave at the rate of 0.025 hours for each hour worked
10 in excess of seventy-four (74) hours. There shall be no limit to the number of sick leave hours that an
11 employee eligible for comprehensive leave benefits may accrue and carry over from year-to-year,
12 except as listed below.

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

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

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

21 **8.2.** Separation from or termination of County employment except by reason of retirement
22 shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should
23 the employee separate from County employment and return to County employment within two years,
24 accrued sick leave shall be restored.

25 **8.3.** Comprehensive leave eligible employees who have successfully completed at least five
26 years of County service and who retire as a result of length of service or who terminate by reason of
27 death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an
28 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

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

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

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

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

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

11 **8.8** For purposes of paid sick leave, a “family member” is:

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

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

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

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

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

23 **8.9.** An employee injured on the job may not simultaneously collect sick leave and workers’
24 compensation payments in a total amount greater than the regular pay of the employee, though an
25 employee who chooses not to augment the employee’s workers’ compensation time loss pay through
26 the use of sick leave shall be deemed on unpaid leave status.

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

1 the leave.

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

5 **8.10** Failure to return to work by the expiration date of a leave of absence may be cause for
6 removal and result in termination of the employee from County service.

7 **8.11. Federal Family and Medical Leave Act:**

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

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

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

24 **8.12. King County Family and Medical Leave:**

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

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

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

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

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

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

18 **8.13. Return to Work from Unpaid Leave** - An employee who returns from unpaid family
19 or medical leave within the time provided in this Article is entitled the same seniority accrued before
20 the date on which leave commenced, subject to layoff provisions, to the following in ranked order:

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

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

24 **8.14. Provider Certification** - The manager/designee and employee are responsible for the
25 proper administration of the sick leave benefit. Verification from a licensed health care provider may
26 be reasonably required to substantiate the health condition of the employee or family member for
27 leave requests as allowed under Washington State Law.

28 **8.14.1.** Unless specifically instructed otherwise for the same injury or illness, the

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

5 **ARTICLE 9: DONATED LEAVES**

6 **9.1. No Solicitation.** All donations made under this Agreement are strictly voluntary.
7 Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation
8 or benefits in exchange for donation of leave hours.

9 **9.2. Approval for Donations.** Donations require written approval from the comprehensive
10 leave eligible donating and receiving employees' directors. If approved, the donated leave will be
11 available the next full pay period after notification of the donation is received by Payroll from the
12 Department of Human Resources (DHR).

13 **9.3. No Cash Out of Donated Leave.** Donated leave hours are excluded from all payouts
14 and restorations.

15 **9.4. No Accruals on Donated Leave.** Accrued leave will not accrue on donated leave as it is
16 used.

17 **9.5. Eligibility to Receive and Use Comprehensive Leave Eligible Employee-to**
18 **Comprehensive Leave Eligible Employee or Emergency Medical Fund Donated Leave Hours.**

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

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

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

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

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

4 **9.6. Calculation of Donated Vacation and Sick Leave.** All donated vacation and sick leave
5 hours shall be converted to a dollar value base on the donor’s straight time hourly rate at the time of
6 the donation. The dollar value will then be divided by the receiving employee’s straight time hourly
7 rate to determine the actual number of hours received and placed in the receiving employee’s donated
8 leave bank.

9 **9.7. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible**
10 **Employee Donations.**

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

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

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

18 **9.8. Comprehensive Leave Eligible Employee Donations to an Emergency Medical Leave**
19 **Fund.**

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

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

1 greater amount.

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

3 **Fund.**

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

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

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

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

15 **D. No reversion of donated leave.** Donated hours not used by the employee within
16 60 calendar days of receiving the award will be returned to the Emergency Medical Leave Fund and
17 do not revert to the donor.

18 **9.9 Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**

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

22 **9.10 Donation to an Account or Program to Benefit Children of Deceased Employee.** If

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

28 **ARTICLE 10: OTHER LEAVES**

1 **10.1. Organ Donor Leave** - Comprehensive leave eligible employees shall be granted leave
2 for organ donation in accordance with King County Code 3.12.215, as amended. The
3 manager/designee will allow a comprehensive leave eligible employee who is voluntarily
4 participating as a donor in life-giving or life-saving procedures such as, but not limited to, bone
5 marrow transplants, kidney transplants, or blood transfusions up to ten working days paid leave
6 without having such leave charged to family leave, sick leave, vacation leave or leave of absence
7 without pay; provided;

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

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

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

18 **10.2 Bereavement Leave**

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

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

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

27 the employee’s domestic partner:

- 28 1. a child,

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

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

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

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

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

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

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

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

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

26 In the case of any disability which is covered by State Industrial Insurance or Worker's
27 Compensation, the County will pay to such disabled employee an occupational disability allowance
28 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

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

5 **13.2.** During the standard workweek, the day shift shall consist of an eight and one-half (8-
6 1/2) hour period with an unpaid one-half (1/2) hour off for lunch, exclusive of worksite breakdown
7 and travel time, except as provided under Article 13.4 for Rail employees. The day shift(s) shall start
8 no earlier than 6:00 a.m. and end no later than 6:00 p.m. For scheduled meal periods, employees
9 shall eat at the location arranged by the appropriate work unit Superintendent or designee; provided,
10 such location has clean toilet facilities and a place to eat their lunch.

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

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

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

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

6 **13.3.** Whenever it is necessary to meet the County’s needs, hours of work may be scheduled
7 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
8 p.m. shall have meals and breaks as provided in Article 13.2.B above. Employees working such shift
9 shall be paid at the regular straight-time wage rate for any shift plus any wage differential which may
10 be allowed under Section 13.6 of this Agreement.

11 **13.4. Rail employees.** As provided under RCW 49.12.187 the parties have negotiated to
12 specifically supersede in total the State provisions regarding hours of work, meal, and rest periods for
13 Rail employees. Rail employees shifts may include “straight eight” or “straight ten” shifts, which do
14 not have a designated meal period. For all Rail employee shifts, rest periods are not scheduled and
15 may be taken intermittently consistent with work needs. Rail employees are entitled to meal and rest
16 periods only as described in this section and not those provided by State Law.

17 **13.5.** All shifts will be scheduled to start on the hour or half hour. Notice of such shift(s)
18 change shall be given as far in advance as possible but no less than ten days prior to implementation
19 and shall continue for a minimum of ten consecutive workdays.

20 **13.6.** Two fifteen-minute rest breaks shall be granted per shift at the approximate mid-point
21 of each half of the shift. Breaks may not be taken at the beginning or end of a shift, adjacent to a meal
22 period or combined.

23 **ARTICLE 14: WAGE RATES**

24 **14.1.** The County agrees to pay to its employees and the Union agrees that its members
25 employed by the County will accept the wage scales for the various classifications set forth and
26 contained in Addendum “A” of this Agreement.

27 **14.2. Lead Utility Line Worker** - Temporary lead utility line workers shall be compensated
28 at 107.5% of the journey level classification in which such employees are working, when so assigned

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

4 **14.3. Lead Electrician Constructor** - A temporary lead Electrician Constructor shall be
5 compensated at 107.5% of the journey level classification when there are two (2) or more electricians
6 working beyond the standard forty (40) hour work week with no Electrician Crew Constructor Chief,
7 and the temporary lead assignment has been designated by the Supervisor of Power/designee.

8 **14.4. Lead Cable Splicer** - A temporary lead Cable Splicer shall be compensated at 112.5%
9 of the journey level classification when assigned by the Supervisor of Power/designee to assume lead
10 responsibilities when two or more Cable Splicers are working together in the absence of the Cable
11 Splicer Crew Chief.

12 **14.5. Lead Rail Electrical Worker** – Employees designated as temporary Lead Rail
13 Electrical Workers shall be compensated at 107.5% of the journey level classification, when so
14 assigned as in-charge. Lead Rail Electrical Workers shall be assigned by the Superintendent of
15 Power or designee when a crew of which at least two (2) Rail Electrical Workers are on a job
16 together with no other supervisor, such as an REW Lead, REW Crew Chief, or a Power Chief. The
17 assigned Lead Rail Electrical Worker shall continue to work as a member of the crew.

18 **14.6 Rail Electrical Worker Crew Chief** – Employee(s) designated as a temporary Rail
19 Electrical Worker Crew Chief shall be compensated at 113% of the journey level classification, when
20 so assigned as in-charge. A Rail Electrical Worker Crew Chief(s) shall be assigned by the
21 appropriate work unit Superintendent or designee when there are more than six Rail Electrical
22 Workers. The Rail Electrical Worker Crew Chief will continue to work as a member of the crew.

23 **14.7. Lead Transit Facilities Electrician** – Employees designated or hired as a Lead Transit
24 Facilities Electrician shall be compensated at 107.5% of the Transit Facilities Electrician
25 classification. When two or more Transit Facilities Electricians are assigned to perform work, one
26 shall be paid as Lead.

27 **14.8. Transit Facility Electrician Crew Chief** – Employee(s) designated as a temporary
28 Transit Facilities Electrician Crew Chief shall be compensated at 113% of the Transit Facilities

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

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

10 **14.10. Wage Increases**

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

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

22 A year-over-year percentage change means the percentage change in the CPI-W for
23 that measurement compared to the CPI-W for the same month the prior year. For example, the June
24 2025 year-over-year change is the percentage change in the June 2025 CPI-W compared to the June
25 2024 CPI-W.

26 Upon the first day of the first full pay period following the effective date of the
27 ordinance that adopts the 2026-2027 CBA, which is ten days following the King County Executive's
28

1 approval signature, the 7.55 percent market increase will be applied prospectively by increasing the
2 2025 wage rates by 7.55 percent plus the COLA rate of 2.45 percent, for a total of 10 percent.

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

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

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

20 **14.11. Overtime**

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

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

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

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

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

8 **14.12. Holiday Pay** - All work performed on holidays shall be compensated at double the
9 combined amount of the employee’s hourly base rate of pay (inclusive of the shift differential, if
10 applicable) in addition to the holiday pay under Section 6.1. No combination of overtime payments to
11 an employee shall exceed three (3) times the regular rate of pay.

12 Holiday pay shall be limited to eight (8) hours per holiday. Employees on a ten (10) hour shift
13 shall be given the opportunity to use two (2) hours of vacation leave or leave without pay.
14 Employees may have the option of working 5 x 8 during a holiday pay week with the agreement of
15 management.

16 **14.13. Work Outside of Classification**

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

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

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

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

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

7 **14.14. License/Certification Pay** - Employer agrees to arrange for and to pay 100 percent of
8 all mandatory education required by the County and State to retain those licenses and certifications
9 necessary for continued employment.

10 **14.14.1. Commercial Driver's Licenses.** Employees may be required to obtain and
11 maintain any Commercial Driver's License (CDL) endorsement on a driver's license as required by
12 the County for the performance of their duties. If the County opts to hire an employee without a
13 CDL endorsement, but then requires it, the County will pay for the required education to obtain the
14 CDL endorsement. If the County changes the requirements of a job such that an employee must have
15 a CDL endorsement or a higher CDL endorsement, it will pay for the required education to obtain the
16 CDL endorsement. The County acknowledges that there may be a requirement under the law to
17 negotiate the impacts of changes to job requirements for existing workers. In instances where it is
18 beneficial to the County to have employees with a higher level CDL endorsement, the County will
19 pay for the required education to obtain the CDL endorsement.

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

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

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

1 1. Driver’s license or renewal fees.

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

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

7 **14.15. Relieved from Duty Pay** - Employees relieved from duty except for cause during the
8 first half of the day or shift shall receive not less than one-half (1/2) day’s pay; if relieved from duty
9 except for cause after having been on duty more than one-half (1/2) day, they shall receive a full
10 day’s pay, unless relieved at their own request.

11 **14.16. Call-Out Pay**

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

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

23 **14.17. Standby Pay** - Employees may be asked to make themselves available to respond to
24 emergencies by being placed on standby duty. Employees who accept standby duty are to be
25 available to a phone or to respond to a County provided pager. The employee will be compensated
26 for standby duty at the rate of 12.75% per hour of the hourly rate of pay for Utility Line Worker.

27 **14.18. High-time Pay** will be paid on an actual time basis. The high time rate shall be
28 double the combined amount of the employee’s hourly base rate of pay, as specified in the

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

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

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

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

14 **14.19. Clothing and Equipment Allowance Pay**

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

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

21 **14.20. Boot Allowance**

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

26 **ARTICLE 15: MEAL PERIODS**

27 **15.1.** For regularly scheduled shifts, meal periods shall be as near as practical to mid-shift;
28 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

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

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

6 **16.10. Use of County Bulletin Boards and Electronic Devices**

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

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

19 **ARTICLE 17: APPRENTICESHIPS**

20 **17.1. Apprenticeship**

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

25 **17.2. Rail Electrical Worker Apprenticeship:**

26 **17.2.1. Establishment of Rail Electrical Worker Apprenticeship.** The parties
27 hereby establish an apprenticeship program for the Rail Electrical Worker (REW) position. Both
28 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,

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

4 **17.2.6. Apprentice Wages.** REW Apprentices shall be paid pursuant to the following
5 wage table.

7 Step	8 Hour Range or Competency Step*:	9 Percentage of Journey-level pay**
10 1	11 0 - 1,000 hours	12 67%
13 2	14 1,000 – 2,000 hours	15 71%
16 3	17 2,000 – 3,000 hours	18 77%
19 4	20 3,000 – 4,000 hours	21 79%
22 5	23 4,000 – 5,000 hours	24 83%
25 6	26 5,000 – 6,000 hours	27 87%
28 7	29 6,000 – 7,000 hours	30 91%
31 8	32 7,000 – 8,000 hours	33 95%

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

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

38 **17.2.7. Ratio of Apprentices to Journey-level Workers**

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

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

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

45 **17.2.8. Quarterly progress reports for Apprentices.** The REW Apprenticeship

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

5 **17.2.9. Termination from Apprenticeship.** The County retains the right to
6 terminate any apprentice at any time during the training program if:

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

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

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

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

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

21 **17.2.10. Safety.** Apprentices shall be given adequate safety training to safely perform
22 all work related to the apprenticeship.

23 **17.2.11. Apprentice Seniority.** Apprentice Seniority shall be established by date of
24 hire into the apprentice position. In the event of a tie, seniority order shall be decided by seniority in
25 the King County Rail Division, followed by Seniority in King County, followed by a coin toss
26 conducted by Local 77.

27 **17.2.12. Completion of Apprenticeship.** Upon graduation from the REW
28 Apprenticeship, the REW Apprentice Graduate shall be promoted to a Career Service REW position.

1 There shall be no additional probation period upon promotion.

2 **17.2.13. Seniority Upon Graduation.** Upon graduation from the REW
3 Apprenticeship, the REW Apprentice Graduate shall be awarded a Journey-Level REW seniority date
4 one (1) year prior to the graduation date.

5 **17.2.14. Definitions.** All words shall be given their regular and customary
6 definitions, unless otherwise defined by this Agreement, the WSATC, Apprenticeship Program
7 Standards/WSATC-2181, or the REW Apprentice Program Manual.

8 **ARTICLE 18: TEMPORARY EMPLOYEES**

9 **18.1** The County may hire temporary employees pursuant to King County Code and policies,
10 as amended.

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

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

18 **18.2.** If a TLT employee is later hired as a Career Service employee in the same
19 classification, the TLT employment period will count as service credit for pay purposes and the
20 service will count for seniority accrual and continuous service credit only during a single period of
21 TLT employment; provided, however, when a TLT employee is terminated by the County and
22 rehired as a Career Service employee within 30 days, the prior service shall be credited as the
23 employee's continuous service for purposes of seniority only. A TLT employee who voluntarily
24 resigns, is discharged, or has more than 30 consecutive days lapse in employment will not be eligible
25 for prior service credit for purposes of seniority, pay or benefits if rehired as a Career Service or TLT
26 employee.

27 **18.3.** The County retains the right to recruit directly for permanent vacancies.

28 **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

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

2 **19.12. Reporting** - Workers shall not be required to report before or after their regular work
3 periods to other than their regular headquarters for the purpose of picking up vehicles or materials.

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

7 **19.13. Meetings** - Workers shall not be required to attend meetings called by the County
8 except during the regular working hours unless compensated.

9 **19.14. Shift Selection**

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

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

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

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

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

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

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

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

24 **19.15.1 Transfer**

25 **A.** It shall be at Metro's discretion whether to fill a vacancy through this transfer
26 process. When the County does so, no loss in regular pay shall result and a nominal thirty-one and
27 one-half (31-1/2) hours off duty between shifts shall be allowed and the overtime rate shall be paid
28 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.

1 **19.16. Work Schedule for Position** - The schedule for regular working days and regular
2 days off goes with the job and not the worker, and an employee exercising the option for the change
3 from one job to another assumes the working days and days off of the new job and anything
4 pertaining to his/her schedule for the old job ceases at the beginning of the new job.

5 **19.17. Promotion** - An employee who is promoted to another classification may request to
6 return to their previously held classification provided:

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

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

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

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

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

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

20 **19.18. Travel** - Each employee shall be assigned a designated place(s) to report to work. The
21 employee shall report to the place designated at the commencement of the working day and after
22 reporting, shall be regarded as on duty; and that employee shall not be required to report to any other
23 place(s) for work, or to pick up trucks, materials, equipment, etc. Travel from shop to shop (travel
24 between the place of reporting and the actual place of work) shall be part of the employee's work
25 time, and any transportation necessary shall be provided by the County.

26 **19.19. Private Vehicles** - All employees called for emergency non-scheduled overtime, when
27 directed by the appropriate work unit Superintendent or designee to use their private car for
28 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

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

6 **ARTICLE 21: WORK STOPPAGE**

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

13 **ARTICLE 22: PERFORMANCE EVALUATIONS**

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

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

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

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

23 **24.1. Job Reclassification** An employee or a group of employees may request a position to
24 be reclassified, or the County may initiate a reclassification review for an employee or group of
25 employees. Temporary and term limited temporaries may not request a position reclassification, but
26 term limited temporaries may be reclassified as part of a group classification as described in section
27 24.1.C, below.

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

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

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

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

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

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

10 (2) the employee is on probation, or

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

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

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

21 **24.2. Effective Date of Reclassification, Pay, and FLSA Status.**

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

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

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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. 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

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

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

10 **1.** A Career Service employee or a group of Career Service employees may
11 appeal the reconsideration decision through the grievance process under Article 5, submitted at Step-
12 4 Arbitration, or to the Personnel Board, but not both. If the group appeal includes a TLT, the
13 decision effecting the Career Service employees shall also be applied to the TLT. The appeal shall be
14 filed in writing to the appropriate agency with a copy to the DHR Director.

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

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

23 **24.6. Notification of Reclassifications and Requests**

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

26 **ARTICLE 25: TERM OF AGREEMENT**

27 **25.1.** This Agreement shall become effective upon the conclusion of approval process by the
28 King County Council and cover the period January 1, 2026, through December 31, 2027.

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

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			

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

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			