



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

May 22, 2018

Ordinance 18731

Proposed No. 2018-0233.2

Sponsors Balducci

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

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and International Brotherhood of Electrical Workers, Local 77 (Department
10 of Transportation, Transit) representing employees in the department of transportation,
11 which is Attachment A to this ordinance, is hereby approved and adopted by this
12 reference made a part hereof.

13 SECTION 2. Terms and conditions of the agreement shall be effective from
14 January 1, 2015, through and including December 31, 2018.
15

Ordinance 18731 was introduced on 4/30/2018 and passed by the Metropolitan King
County Council on 5/21/2018, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn,
Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles
and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

J. Joseph McDermott, Chair

ATTEST:

Melani Pedroza, Clerk of the Council



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2018 MAY 30 PM 3:51
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METROPOLITAN COUNCIL

APPROVED this 30 day of MAY, 2018.

Dow Constantine, County Executive

Attachments: A. Agreement By and Between King County and International Brotherhood of Electrical
Workers, Local 77, Dated April 20, 2018, Corrected May 15, 2018

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

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AGREEMENT

By and Between

KING COUNTY

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

This Agreement is made and entered into by and between King County ("County"), its successors and assigns, and the International Brotherhood of Electrical Workers, Local Union No. 77, ("Union"); the Union being recognized as the representative of employees occupying classifications as set forth under Addendum "A".

PURPOSE OF THIS AGREEMENT

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

NON-DISCRIMINATION

The County and the Union will not unlawfully discriminate in the interpretation and/or application of this Agreement based on race, creed, color, religion, national origin, age, marital status, sexual orientation, sex, disability or union status.

ARTICLE 1: SCOPE OF AGREEMENT

This Agreement is applicable to employees of the County in the classifications listed under Addendum "A" who have designated the Union as their representative.

ARTICLE 2: EMPLOYMENT AND JOB POSTINGS

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

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

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

5 2.3. TLT postings will also be posted as Special Duty opportunities.

6 2.4. Internal Regular and TLT employees that are represented by the Unions that are party to
7 this agreement who meet a positions' minimum qualifications and pass any required test for the
8 position will be given a first interview, either by phone or in person, whichever is applicable in the
9 process.

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

11 3.1. **Recognition** - The County recognizes the Union as the exclusive bargaining
12 representative of all employees whose job classifications are in the work units listed in Addendum
13 "A".

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

1 **3.3. Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
2 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a
3 written request for discharge and verifies that the employee received written notification of the
4 delinquency including the amount owing, the method of calculation, and the notification that the non-
5 payment after a period of no less than seven (7) days will result in discharge by the County. A copy
6 of each written notification will be mailed to the County concurrent with its mailing to the employee.

7 **3.4. Payroll Deduction** - Upon receipt of written authorization individually signed by an
8 employee, the County will have deducted from the pay of such employee the amount of dues and
9 initiation fees as certified by the Union and will transmit the amount to the Union.

10 **3.5. Indemnification** - The Union will indemnify and hold the County harmless against any
11 claims made and against any suit instituted against the County on account of any check-off of dues
12 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in
13 error upon presentation of proper evidence thereof.

14 **3.6. Notice of Recognition** - The County will require all new employees hired, transferred, or
15 promoted into a position included in the bargaining unit to sign a form which will inform them of the
16 Union's exclusive recognition. One (1) copy of the form will be retained by County, one (1) copy
17 will be given to the employee and the original will be sent to the Union. The County will notify the
18 Union when an employee leaves the bargaining unit.

19 **3.7. Union Notification** – The County will supply the Union with the following information
20 within five (5) working days of a new employee's hire date or new union eligibility:

- 21 1. First and last name
- 22 2. Home address
- 23 3. Home phone number (if the member wants to provide it)
- 24 4. Work e-mail address
- 25 5. Job classification/title
- 26 6. Department
- 27 7. Division
- 28 8. Work location

- 1 9. Date of hire
- 2 10. Hourly or salary pay status
- 3 11. Rate of pay
- 4 12. FTE status

5 **ARTICLE 4: JOINT LABOR MANAGEMENT**

6 **4.1. Purpose**

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

- 11 (1) To provide fair and reasonable rates of pay, hours, and working conditions
12 for the employees concerned with the operations of the County as covered by this Agreement;
- 13 (2) To ensure the making of appointments and promotions as provided under
14 the merit system and this Agreement;
- 15 (3) To provide stability of employment and to establish satisfactory tenure;
- 16 (4) To provide for improvement programs designed to aid employees in
17 achieving their acknowledged and recognized objectives as outlined in this Agreement;
- 18 (5) To promote the highest degree of efficiency and responsibility in the
19 performance of the work and the accomplishment of the public purposes of the County;
- 20 (6) To resolve disputes arising between the County and the Union relating to
21 matters covered by this Agreement;
- 22 (7) To promote systematic labor/management cooperation between the County
23 and its employees.

24 **4.2.** The JLMC does not waive or diminish management rights and does not waive or
25 diminish Union rights of grievance or bargaining. The JLMC is authorized to bargain an issue
26 including a specific provision contained in this Agreement only if the parties' authorized bargaining
27 agents are present when bargaining. The parties recognize that the JLMC may not be able to resolve
28 every issue.

1 **4.3. Meetings** - The parties agree that each JLMC shall meet at least quarterly. The
2 JLMC shall be co-equal: there will be an approximately equal number of representatives from
3 management and the Union, except for individuals serving in a resource capacity.

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

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

10 **ARTICLE 5: GRIEVANCE PROCEDURE**

11 **5.1. Purpose.** The County and the Union recognize the importance and desirability of
12 settling grievances promptly and fairly in the interest of continued good employee relations and
13 morale. In furtherance of this objective, the County and the Union will extend every effort to settle
14 grievances at the lowest possible level of supervision.

15 **5.2. No Discrimination.** Employees will be unimpeded and free from restraint, interference,
16 coercion, discrimination or reprisal in seeking adjudication of their grievances.

17 **5.3. Grievance Definition.** A grievance is defined as an allegation by either party to this
18 Agreement that a violation of one or more terms of this Agreement has occurred.

19 **A. Exclusive Representative** – If employees also have access to the Personnel Board
20 for adjudicating disciplinary or reclassification grievances, selection by the employee of one
21 procedure will preclude access to other procedures. 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 mutually agreed otherwise. Copies of all written
24 reprimands, suspensions, disciplinary demotions or discharges shall concurrently be forwarded to the
25 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 his/her supervisor. If the issue is not resolved, it may be referred to STEP 1.

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

6 (1.) The supervisor/designee will meet with the employee and Union to
7 discuss the grievance within fifteen (15) calendar days of the receipt of the STEP 1 grievance.

8 (2.) The supervisor/designee will issue a written decision to the employee and
9 the Union within fifteen (15) calendar days following the discussion.

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

13 (4.) Supervisor and manager grievants who reduce their grievance to writing,
14 shall initiate their grievance at STEP 2.

15 **STEP 2 - Division or Agency Director/designee, or Department Director (if no**
16 **Division Director) -** The grievance will be presented in writing to the Division or Agency Director for
17 investigation, discussion, and written reply.

18 (1.) The Division or Agency Director/designee (or Department Director) will
19 meet with the employee and Union to discuss the grievance within fifteen (15) calendar days of the
20 receipt of the STEP 2 grievance.

21 (2.) The Division or Agency Director/designee (or Department Director) will
22 issue a written decision to the employee and the Union within fifteen (15) calendar days following
23 the discussion.

24 (3.) If the Union does not pursue the grievance to STEP 3 within fifteen (15)
25 calendar days after receiving the Division or Agency Director's/designee's (or Department Director)
26 written decision, the grievance will be precluded from further appeal.

27 **STEP 3 - Director of Office of Labor Relations/Labor Negotiator**

28 (1.) The Director or Labor Negotiator will meet and/or discuss the grievance

1 with the Union within fifteen (15) calendar days of the receipt of the STEP 3 grievance.

2 (2.) The Director or Labor Negotiator will issue a written decision to the
3 employee and the Union within fifteen (15) calendar days following the discussion.

4 (3.) If the Union does not pursue the grievance to STEP 4 - Arbitration within
5 fifteen (15) calendar days after receiving the Director or Labor Negotiator's written decision, the
6 grievance will be precluded from further appeal.

7 **STEP 4 - Arbitration** - Should the decision of the Director or Labor Negotiator at
8 STEP 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth
9 below.

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

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

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

1 whenever operationally feasible, with advance notice.

2 (4.) Where different titles apply, they are listed in the Definition Article.

3 (5.) **Mediation.** Any party, at any time, can request mediation as a form of
4 alternative dispute resolution. If both parties agree to mediate, an impartial mediator will be selected
5 by mutual agreement. Upon either party's request, parties agree to mediate a dispute prior to moving
6 the grievance to arbitration.

7 (6.) **Timelines.** Timelines under this Article may be extended by mutual
8 agreement in writing, by the parties responsible for addressing the grievance at each step. Unless
9 mutually agreed between the parties responsible for addressing the grievance at each step no
10 grievance step may be bypassed. If the calendar day falls on a Saturday, Sunday, County recognized
11 holiday or on a day the Division/Agency's Office is closed for business, the next following normal
12 day of business will be considered the final calendar day.

13 (7.) **Grievances of Disciplinary Action.** Regular employees are subject to a
14 just cause standard for discipline.

15 (1) No verbal, written performance or counseling documents shall be
16 considered discipline that may be appealed to any level of this process.

17 (2) Disciplinary oral reprimands that have been reduced to writing and
18 disciplinary written reprimands shall enter the grievance process at STEP 1.

19 (3) Grievances of disciplinary action involving suspension, demotion,
20 or termination shall enter the grievance process at STEP 2.

21 (4) The provisions of this Article will not apply to probationary,
22 temporary, provisional and term-limited temporary employees if they are disciplined or discharged
23 because said employees are "at will" and not covered by the "just cause" requirement of this
24 Agreement.

1 **ARTICLE 6: HOLIDAYS**

2 **6.1. Holidays.** All leave eligible employees shall be granted the following designated
3 holidays with pay:

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
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

14 **6.2. Day of Observance and Pay on Holidays.** For holidays falling on a Saturday, the
15 Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday
16 following shall be observed as the holiday.

17 An employee must be eligible for leave benefits and in a pay status on the scheduled work day
18 before and the scheduled work day following a holiday to be eligible for holiday pay. However, an
19 employee who has successfully completed at least five years of county service and who retires at the
20 end of a month in which the last regularly scheduled working day is observed as a holiday, shall be
21 eligible for holiday pay if the employee is in a pay status the day before the day observed as a
22 holiday. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled
23 day off, the employee will be given a deferred holiday. The employee and supervisor will jointly
24 select another day (preferably within the same pay period) to take as a holiday.

25 **6.3. Two Personal Holidays.** Effective January 1, 2018, leave eligible employees shall
26 receive two (2) personal holidays every year to be added to their vacation bank in the second full pay
27 period of the year or upon hire. In no event shall there be more than two (2) personal holidays
28 awarded per year.

1 **ARTICLE 7: VACATIONS**

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

5

6 Beginning With Year	7 Ending With Year	8 Months of Service	9 Vacation Accrual Rate	10 Approximate Days Accrued Per Year (based on 2080 hours)
11 0	12 5	13 000 thru 060	14 0.0462 X Basis Hours	15 12
16 6	17 8	18 061 thru 096	19 0.0577 X Basis Hours	20 15
21 9	22 10	23 097 thru 120	24 0.0616 X Basis Hours	25 16
26 11	27 16	28 121 thru 192	29 0.0770 X Basis Hours	30 20
31 17	32 17	33 193 thru 204	34 0.0808 X Basis Hours	35 21
36 18	37 18	38 205 thru 216	39 0.0847 X Basis Hours	40 22
41 19	42 19	43 217 thru 228	44 0.0885 X Basis Hours	45 23
46 20	47 20	48 229 thru 240	49 0.0924 X Basis Hours	50 24
51 21	52 21	53 241 thru 252	54 0.0962 X Basis Hours	55 25
56 22	57 22	58 253 thru 264	59 0.1001 X Basis Hours	60 26
61 23	62 23	63 265 thru 276	64 0.1039 X Basis Hours	65 27
66 24	67 24	68 277 thru 288	69 0.1078 X Basis Hours	70 28
71 25	72 25	73 289 thru 300	74 0.1116 X Basis Hours	75 29
76 26	77 99	78 301 and up	79 0.1154 X Basis Hours	80 30

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

3	4	5	6
	Years of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
7	10 or more years of service	0.0770 X Basis Hours	20
8	16 years of service	0.0808 X Basis Hours	21
9	17 years of service	0.0847 X Basis Hours	22
10	18 years of service	0.0885 X Basis Hours	23
11	19 years of service	0.0924 X Basis Hours	24
12	20 years of service	0.0962 X Basis Hours	25
13	21 years of service	0.1001 X Basis Hours	26
14	22 years of service	0.1039 X Basis Hours	27
15	23 years of service	0.1078 X Basis Hours	28
16	24 years of service	0.1116 X Basis Hours	29
17	25 years of service	0.1154 X Basis Hours	30

18 **7.1.2. Part-time Employees** - Leave eligible employees who work a part-time
19 workweek schedule will accrue vacation leave in accordance with the vacation leave schedule set forth
20 in Sections 7.1 or 7.1.1, depending on the date of hire, prorated to reflect their normally scheduled
21 workday.

22 **7.2. Vacation Accrual** - Leave eligible employees will accrue vacation leave from their
23 date of hire in a leave eligible position.

24 **7.3. Vacation Leave Cap**

25 **7.3.1.** All Employees hired after 12/31/17 shall have their accrued vacation leave
26 balance capped at three hundred twenty (320) hours. This shall not apply to any current employees
27 including TLT's, hired on or before 12/31/17.

28 **7.3.2.** Employees eligible for vacation leave who work a forty hour week may accrue

1 up to either 480 or 320 hours (depending on the employee's hire date). Employees not working a
2 forty hour schedule hired before 1/1/18, including TLT's, will retain their vacation cap. Eligible part-
3 time employees will receive vacation leave, prorated to reflect their normally scheduled work week.
4 Employees shall use vacation leave beyond the maximum accrual amount prior to December 31 of
5 each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture
6 of the vacation leave beyond the maximum amount unless the appointing authority has approved a
7 carryover of the vacation leave because of cyclical workloads, work assignment or other reasons as
8 may be in the best interest of the County. The Human Resources Director may authorize procedures
9 for authorizing carryover above the maximum.

10 **7.4. Vacation Eligibility** - A leave eligible employee cannot take or be paid for vacation leave
11 until he/she has successfully completed his/her initial six (6) months of County service in a leave
12 eligible position. If a leave eligible employee leaves County employment prior to successfully
13 completing his/her initial six (6) months of County service, he/she will forfeit and not be paid for
14 accrued vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her
15 date of separation up to the maximum accrual amount if the employee has successfully completed
16 his/her initial six (6) months of County service in a leave eligible position. Payment will be the accrued
17 vacation leave multiplied by the employee's rate in effect upon the date of leaving County employment
18 less mandatory withholdings.

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

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

25 **7.5.** A leave eligible employee will not use or be paid for vacation leave until it has accrued and
26 such use or payment is consistent with the provisions of this Article.

27 **7.6. Outside Employment** - No employee will work for compensation directly for the County
28 in any capacity during the time that the employee is on vacation leave.

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

3 **7.8. Payment to Assigns and Heirs** - In cases of separation from County employment by death
4 of an employee with accrued vacation leave and who has successfully completed his/her initial six (6)
5 months of County service in a leave eligible position, payment of unused vacation leave up to the
6 maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for
7 by State Law, RCW Title 11.

8 **7.9. Vacation Scheduling** - The manager/designee will be responsible for scheduling the
9 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
10 employees and not incur additional costs while maintaining the efficient functioning of the work unit.

11 **7.10. Notification While on Paid Vacation** - If a leave eligible employee is injured or
12 becomes ill while on paid vacation, in order to receive sick leave for that time, he/she must notify the
13 manager/designee on the first day of the injury or illness or as soon as practical, but not later than the
14 first day after returning to work, unless otherwise required by law. A health care provider's
15 certification may be required as provided under Section 8.12.

16 **7.11. Restoration following Separation** - If an employee resigns from a full-time regular or
17 part-time regular position with the county in good standing or is laid off and subsequently returns to
18 county employment within two years from such resignation or lay off, as applicable, the employee's
19 prior County service shall be counted in determining the vacation leave accrual rate.

20 **ARTICLE 8: SICK LEAVE**

21 **8.1.** Leave eligible employees shall accrue sick leave benefits at the rate of 0.04616 hours for
22 each hour in paid status excluding overtime up to a maximum of 96 hours per calendar year.

23 Employees shall accrue sick leave from their date of hire in a leave eligible position. The employee
24 is not entitled to use sick leave until it is earned. There shall be no limit to the number of sick leave
25 hours accrued by an eligible employee. During the first six months of service in a leave eligible
26 position, employees eligible to accrue vacation leave may, at the supervisor's discretion, use accrued
27 vacation days as an extension of sick leave. If an employee does not work a full six months, any
28 vacation leave used for sick leave must be reimbursed to the County upon termination.

1 **8.2.** Separation from or termination of County employment except by reason of retirement or
2 layoff due to lack of work, funds, efficiency reasons or separation for medical reasons, shall cancel
3 all sick leave accrued to the employee as of the date of separation or termination. Should the
4 employee resign, in good standing, be separated for medical reasons or be laid off and return to
5 County employment in a leave eligible position within two years, accrued sick leave shall be restored,
6 but such restoration shall not apply where the former employment was in a term-limited position.

7 **8.3.** Employees eligible to accrue leave and who have successfully completed at least five
8 years of County service and who retire as a result of length of service or who terminate by reason of
9 death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an
10 amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's hourly
11 rate of pay in effect upon the date of leaving County employment, less mandatory withholdings. If a
12 retiree is rehired, the employee is not entitled to have the un-cashed out 65% of his or her former sick
13 leave balance reinstated.

14 **8.4.** An employee must use all of his or her sick leave before taking unpaid leave for his or
15 her own health reasons. If the injury or illness is compensable under the County's workers
16 compensation program, then the employee has the option to augment or not augment wage
17 replacement payments with the use of accrued sick leave.

18 **8.5.** When sick leave is taken to care for a family member, the employee shall choose at the
19 start of the leave whether the particular leave will be paid or unpaid; but when an employee chooses
20 to take paid leave for family reasons, he or she may set aside a reserve of up to 80 hours of accrued
21 sick leave.

22 **8.6.** An employee who has exhausted all of his or her sick leave may use accrued vacation
23 leave before going on a leave of absence without pay, if approved by his or her appointing authority.

24 **8.7.** Sick leave may be used for the following reasons:

25 A. The employee's bona fide illness, but an employee who suffers an occupational
26 illness may not simultaneously collect sick leave and workers' compensation payments in a total
27 amount greater than the regular pay of the employee.

28 B. The employee's incapacitating injury, but:

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

5 2. An employee who chooses to augment workers' compensation payments
6 with the use of accrued sick leave shall notify the workers' compensation office in writing at the
7 beginning of the leave. Absent such notification, sick leave will automatically be used to supplement
8 such payments except where prohibited; and

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

12 C. Employee's exposure to contagious diseases and resulting quarantine;

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

15 E. The employee's or the employee's minor child's medical, ocular or dental
16 appointments, provided that the employee's supervisor has approved the scheduling of sick leave for
17 such appointments.

18 F. To care for the employee's child, if the child has an illness or health condition
19 which requires treatment or supervision from the employee; or

20 G. For family and medical leave under federal law, state law, or King County
21 ordinance.

22 8.8. Failure to return to work by the expiration date of a leave of absence may be cause for
23 removal and result in termination of the employee from County service.

24 **8.9. Payout on Retirement. Retirement Definition.** Retirement as a result of length of
25 service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS
26 or the City of Seattle Retirement Plan immediately upon terminating County employment.

27 **8.10. Federal Family and Medical Leave Act:**

28 A. As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an

1 eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve month
2 period for the employee's own qualifying serious health condition that makes the employee unable to
3 perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious
4 health condition, to bond with a newborn child, adoption or foster care placement (leave must be
5 taken within one year of the child's birth or placement), or for qualifying exigencies related to the
6 foreign deployment of a military member who is the employee's spouse, child or parent. An eligible
7 employee who is a covered service member's spouse, child, parent, or next of kin may take up to
8 twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to care for the
9 service member with a serious injury or illness.

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

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

16 **8.11. King County Family and Medical Leave:**

17 **A.** As provided by King County Code, an eligible employee may take up to eighteen
18 (18) weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single twelve
19 month period for the employee's own qualifying serious health condition, to care for an eligible
20 family member who has a qualifying serious health condition, to bond with a newborn child, adopted
21 child or foster care placement (leave must be taken within one year of the child's birth or placement),
22 and for any qualifying reason under the Federal Family and Medical Leave Act, Washington State
23 Family Leave Act, or other family and medical leaves available under federal or state law.

24 **B.** The leave may be continuous or intermittent, when medically necessary.
25 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
26 care child may only be taken when approved. King County Family and Medical Leave shall run
27 concurrently with other federal, state and county leaves to the extent allowed, including but not
28 limited to the Federal Family and Medical Leave Act, Washington State Family Leave Act, and the

1 Washington State Family Care Act.

2 C. In order to be eligible for leave under this Article, an employee must have been
3 employed by King County for at least twelve months and have worked at least 1,040 hours in the
4 preceding twelve month period for a forty-hour week employee or 910 hours in the preceding twelve
5 month period for a thirty-five hour week employee.

6 D. An employee who returns from King County Family and Medical Leave within the
7 time provided under this Article is entitled to the same position she/he occupied when the leave
8 commenced or a position with equivalent pay, benefits and conditions of employment.

9 **8.12.** Failure of an employee to return to work by the expiration date of leave under this
10 Article may be cause for termination of the employee from county service.

11 **8.13. Return to Work from Unpaid Leave** - An employee who returns from unpaid family
12 or medical leave within the time provided in this Article is entitled the same seniority accrued before
13 the date on which leave commenced, subject to layoff provisions, to the following in ranked order:

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

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

17 **8.14. Provider Certification** - The manager/designee and employee are responsible for the
18 proper administration of the sick leave benefit. Verification from a licensed health care provider may
19 be reasonably required to substantiate the health condition of the employee or family member for
20 leave requests.

21 **8.14.1.** Unless specifically instructed otherwise for the same injury or illness, the
22 employee shall promptly notify the appropriate work unit Superintendent or designee, by telephone
23 or otherwise, each day off due to illness. If an employee is on a special work shift, particularly where
24 a relief replacement is necessary if he/she is absent, he/she shall notify the appropriate work unit
25 Superintendent or designee as far in advance as possible of his/her scheduled time to report for work.

26 **ARTICLE 9: PAID LEAVES**

27 **9.1. Donation of Leaves** - Donation of vacation leave hours and donation of sick leave hours.

28 **A. Vacation leave hours**

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

7 **2. Limitations** - The number of hours donated will not exceed the donor's
8 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
9 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
10 accrual.

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

16 **B. Sick leave hours.**

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

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

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

1 accrued sick leave hours.

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

5 **D. Conversion Rate** - All vacation and sick leave hours donated will be converted to
6 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
7 value will then be divided by the receiving employee's hourly rate to determine the actual number of
8 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
9 straight time hourly rate at the time of reconversion.

10 **9.2. Organ Donors Leave** - The manager/designee will allow an employee eligible for paid
11 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
12 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
13 paid leave provided;

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

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

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

24 **9.3. Bereavement Leave**

25 **9.3.1.** Employees eligible for leave benefits shall be granted up to five days,
26 maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of
27 the employee's immediate family.

28 **9.3.2.** Immediate family shall be defined as the employee's spouse or domestic

1 partner, and the parent, grandparent, child, son or daughter-in law, grandchild, sibling of the
2 employee, employee's spouse or the employee's domestic partner, or an employee's legal guardian,
3 ward or any person over whom the employee has legal custody.

4 **9.3.3.** Employees who are not eligible for paid leaves may be granted leave without
5 pay, or may be allowed to use compensatory time, if available, for bereavement leave.

6 **9.3.4.** When a holiday or regular day off falls during the leave, it shall not be charged
7 as bereavement leave.

8 **9.3.5.** Any additional paid leave may be approved by mutual agreement between the
9 County and the employee.

10 **9.4 Leave for Volunteer Service -**

11 Employees may use up to three days of their accrued sick leave each year to perform
12 volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving
13 Program. Employees requesting to use sick leave for this purpose shall submit such request in
14 writing, per collective bargaining and department leave request procedures, specifying the name of
15 the school and/or organization and the nature of the volunteer services to be performed. Additionally,
16 the employee's supervisor may request in advance that the employee obtain written proof of the
17 service from the volunteer organization or school.

18 **9.5. Jury Duty**

19 **9.5.1.** A leave eligible employee notified to serve on jury duty must inform his or her
20 supervisor as soon as possible, but not later than two weeks in advance, regarding the date the
21 employee is required to report for jury duty. The supervisor may reassign the employee to a shift and
22 schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the
23 hours and days, respectively, the employee is required to report or be available for jury duty. An
24 employee will receive his/her compensation, while on jury duty.

25 **9.5.2.** When released from jury duty for the day, and/or when the total required
26 assignment to jury duty has expired, the employee will notify his or her supervisor. The employee
27 will be provided a reasonable time when dismissed from jury duty, as determined by the supervisor,
28 before the employee must report back to work and his or her regular shift and schedule. Paid leave

1 eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance
2 and Business Operations Division of the Department of Executive Services.

3 **9.5.3.** Employees who are ineligible for paid leave shall follow the notification
4 procedures above, and shall be released from work duties for the duration of their assigned jury duty
5 period, but shall not be compensated for their time spent on jury duty. These employees may retain
6 any jury duty pay received. Employees will receive his/her compensation, while on jury duty

7 **9.6. Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
8 time off with pay for the purpose of participating in County qualifying or promotional examinations.
9 This will include time required to complete any required interviews.

10 **9.7. Military Leave** - Employees shall receive military leave in accordance with King County
11 policy, state and federal law, as amended.

12 **9.8. Paid Parental Leave**

13 **9.8.1.** Paid Parental Leave supplements an employee's accrued paid leaves to provide
14 up to a total of twelve weeks of paid leave for a parent to bond with a new child.

15 **9.8.2. Benefit Amount.** An employee's supplemental leave benefit is calculated
16 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt
17 placement ("qualifying event"). The employee will receive the equivalent of his or her full salary for
18 up to a total of twelve weeks, when combined with the employee's accrued leave (except for one
19 week of sick leave and one week of vacation leave, or the equivalent for Benefit Time). The
20 employee is permitted to use the supplemental leave first. Additionally, the employee may choose to
21 take less than twelve weeks of leave. Supplemental Paid Parental Leave is not subject to cash out.
22 An employee who does not return to work for at least 6 months of continuous service following the
23 leave, will be required to reimburse King County for the supplemental leave funds received.

24 **9.8.3. Eligibility.** The benefit is available to all leave eligible employees who have
25 been employed with the County for at least six months of continuous service at the time of the
26 qualifying event. If both parents work for King County, then each employee is entitled to up to 12
27 weeks of Paid Parental Leave.

28 **9.8.4. Benefit Period.** Paid Parental Leave must be used within twelve months of the

1 qualifying event. An employee may use Paid Parental Leave on an intermittent or part-time basis, as
2 long as it is consistent with the department's operational needs, and it is approved in writing by the
3 employee's supervisor prior to the leave.

4 **9.8.5. Concurrency.** Paid Parental Leave will run concurrently with the County's
5 family and medical leave, as well as federal and state family and medical leave laws, to the fullest
6 extent permitted by law.

7 **9.8.6. Job Protection.** Paid Parental Leave is protected leave. Barring required
8 budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave.
9 Further, no retaliatory action may be taken against an employee for participating or planning to
10 participate in the program.

11 **9.8.7. Health and Leave Benefits.** The employee will continue to receive all health
12 benefits and shall continue to accrue vacation and sick leave during the period of Paid Parental
13 Leave. For purposes of overtime calculations, Paid Parental Leave shall be considered the equivalent
14 of sick leave.

15 **9.8.8. Relationship to Washington State Paid Family and Medical Leave.**
16 Provisions of the County's current Paid Parental Leave program may change effective January 1,
17 2020, or thereafter, due to the County's implementation of the new Washington State Paid Family
18 and Medical Leave program.

19 **ARTICLE 10: INDUSTRIAL INJURY OR ILLNESS**

20 In the case of any disability which is covered by State Industrial Insurance or Worker's
21 Compensation, the County will pay to such disabled employee an occupational disability allowance
22 equal to the difference between eighty percent (80%) of his/her regular straight-time wages and the
23 amount of State compensation, with the stipulation that the first five (5) working days of disability
24 shall be at his/her regular straight-time wage less any State compensation which may apply. The
25 County will continue to pay eighty percent (80%) of his/her regular straight-time wages, less State
26 compensation, for an additional period of 255 working days to make a total of 260 days.

27 **ARTICLE 11: LEAVE OF ABSENCE**

28 **11.1. Short-Term Leaves of Absence.** A leave of absence without pay, not covered by any

1 other provision of this Agreement, for a period not exceeding 30 consecutive days may be granted to
2 a leave eligible employee by the employee's director.

3 **11.2. Long-Term Leaves of Absence.** The Division Director may grant a leave of absence
4 without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a
5 period longer than 30 days. Requests for leaves of absence without pay that are for medical/health
6 reasons for a period longer than 30 days must be approved by the Director of Human Resources or
7 the Director's designee. Long-term leaves may be unconditional, or conditional with any conditions
8 set forth in writing at the time that the leave is approved with the understanding that barring required
9 budget cuts or layoffs, the employer shall reinstate the employee to the same position or a position
10 with equivalent status, pay, benefits and other employment terms upon the employee's return with no
11 loss of seniority.

12 **11.3. Early Return.** An employee who is on a leave of absence without pay, not covered by
13 any other provision of this Agreement, may return from the leave before its expiration date if the
14 employee provides the director with a written notice to that effect at least 15 days before the date of
15 return.

16 **11.4.** One (1) day of leave per Agreement year without loss of pay may be taken with
17 approval of the appropriate work unit Superintendent or designee when it is necessary that the
18 employee be off work in the event of a family emergency. This leave may not be carried into the
19 next payroll year or cashed out.

20 **ARTICLE 12: HOURS OF WORK**

21 **12.1.** The standard workweek shall consist of five (5) consecutive working days of eight (8)
22 hours each aggregating forty (40) hours per week.

23 **12.2.** During the standard workweek, the day shift shall consist of an eight and one-half (8-
24 1/2) hour period with an unpaid one-half (1/2) hour off for lunch. The day shift(s) shall start no
25 earlier than 6:00 a.m. and end no later than 6:00 p.m. For scheduled meal periods, employees shall
26 eat at the location arranged by the appropriate work unit Superintendent or designee; provided, such
27 location has clean toilet facilities and a place to eat their lunch.

28 **12.3.** Whenever it is necessary to meet the County's needs, hours of work may be scheduled

1 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
2 p.m. shall be an eight (8) hour shift with a paid 30 minute meal period between the second (2nd) and
3 fifth (5th) hour of the shift. The County will make every reasonable effort to provide the employee
4 with an uninterrupted meal period. If the meal period should be interrupted due to performing a work
5 task, upon the completion of the task, the meal period will be continued until the employee has
6 received a 30 minute meal period. Time spent performing the task is not considered part of the meal
7 period. Employees working such shift shall be paid at the regular straight-time wage rate for any
8 eight (8) hour shift plus any wage differential which may be allowed under Section 13.6 of this
9 Agreement.

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

13 **ARTICLE 13: WAGE RATES**

14 13.1. The County agrees to pay to its employees and the Union agrees that its members
15 employed by the County will accept the wage scales for the various classifications set forth and
16 contained in Addendum "A" of this Agreement.

17 13.2. **Lead Utility Line Worker** - Temporary lead utility line workers shall be compensated
18 at 107.5% of the journey level classification in which such employees are working, when so assigned
19 as in-charge. Lead utility line workers shall be assigned by the Supervisor of Power/designee when a
20 line crew of which at least two (2) journey level workers are on a job together with no crew chief.
21 The lead utility line worker shall continue to work as a member of the crew.

22 13.3. **Lead Electrician Constructor** - A temporary lead Electrician Constructor shall be
23 compensated at 107.5% of the journey level classification when there are two (2) or more electricians
24 working beyond the standard forty (40) hour work week with no Electrician Crew Constructor Chief,
25 and the temporary lead assignment has been designated by the Supervisor of Power/designee.

26 13.4. **Lead Cable Splicer** - A temporary lead Cable Splicer shall be compensated at 112.5%
27 of the journey level classification when assigned by the Supervisor of Power/designee to assume lead
28 responsibilities when two or more Cable Splicers are working together in the absence of the Cable

1 Splicer Crew Chief.

2 **13.5. Lead Rail Electrical Worker** – Employees designated as temporary Lead Rail
3 Electrical Workers shall be compensated at 107.5% of the journey level classification, when so
4 assigned as in-charge. Lead Rail Electrical Workers shall be assigned by the appropriate work unit
5 Superintendent or designee when a crew of which at least two (2) journey level workers are on a job
6 together with no supervisor. The Lead Rail Electrical Worker shall continue to work as a member of
7 the crew.

8 **13.6. Lead Transit Facilities Electrician** – Employees designated or hired as a Lead Transit
9 Facilities Electrician shall be compensated at 107.5% of the Transit Facilities Electrician
10 classification.

11 **13.7. Shift Differential** - Employees regularly assigned to a shift other than a day shift on a
12 straight-time basis shall receive a wage differential of three dollars (\$3.25) per hour for all hours
13 worked, provided that the shift is regularly scheduled to start before 6:00 a.m. or end after 6:00 p.m.

14 **13.8. Cost of Living**

15 1. In 2015 and 2016, the parties agree that wages will be increased by percentage
16 amounts shown below:

17 A. Effective January 1, 2015, Employees shall be eligible to receive an
18 increase of two percent (2%).

19 B. Effective January 1, 2016, Employees shall be eligible to receive an
20 increase of two and one quarter percent (2.25%).

21 C. Effective January 1, 2017, Employees shall be eligible to receive an
22 increase of two and one quarter percent (2.25%).

23 D. Effective January 1, 2018, Employees shall be eligible to receive an
24 increase of two and seven-tenths percent (2.7%).

25 **13.9. Overtime**

26 A. Overtime is defined to be work over the time regularly required for the
27 performance of the duties of any particular position; and/or work on any day which is not included in
28 the regular and ordinary time required, nor included in work schedules promulgated by the County

1 for performance of the duties in any particular position, and/or work on any holiday listed under
2 Article 6 falling on Monday through Friday, inclusive. Overtime work shall be compensated at the
3 double-time rate of pay.

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

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

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

11 **13.10. Holiday Pay** - All work performed on holidays shall be compensated at overtime rate
12 in addition to the holiday pay under Section 6.1. No combination of overtime payments to an
13 employee shall exceed three (3) times the regular rate of pay.

14 **13.11. Work Outside of Classification**

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

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

24 **C.**

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

1 above equipment when used for any purpose.

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

5 **13.12. License/Certification Pay** - Employer agrees to arrange for and to pay one hundred
6 percent 100% of all mandatory education required by the County and State to retain those licenses
7 and certifications necessary for continued employment.

8 **13.13. Relieved from Duty Pay** - Employees relieved from duty except for cause during the
9 first half of the day or shift shall receive not less than one-half (1/2) day's pay; if relieved from duty
10 except for cause after having been on duty more than one-half (1/2) day, they shall receive a full
11 day's pay, unless relieved at their own request.

12 **13.14. Call-Out Pay**

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

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

24 **13.15. Standby Pay** - Employees may be asked to make themselves available to respond to
25 emergencies by being placed on standby duty. Employees who accept standby duty are to be
26 available to a phone or to respond to a County provided pager. The employee will be compensated
27 for standby duty at the rate of 12.75% per hour of the hourly rate of pay for Utility Line Worker.

28 **13.16. High-time Pay** - All workers employed on work poles or towers seventy-five (75) feet

1 above ground or higher shall be paid at the rate of double-time while working at such heights. This
2 rule does not apply when workers are working on the roofs of buildings where no exceptional hazard
3 exists. For Rail employees, the seventy-five feet will be calculated as the distance from the ground
4 when the employee is elevated in any type of lift equipment. High time pay will be paid on an actual
5 time basis.

6 **13.17. Clothing and Equipment Allowance Pay**

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

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

13 **13.18. Boot Allowance**

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

18 **ARTICLE 14: MEAL PERIODS**

19 **14.1.** For regularly scheduled shifts, meal periods shall be as near as practical to mid-shift;
20 however, not less than three (3) nor more than five (5) hours from the beginning of the shift.

21 **14.2.** Employees scheduled to work overtime shall furnish their meal for the first eight (8)
22 hours worked as if on a regular scheduled shift.

23 **14.3.** Meals and meal periods for scheduled overtime hours worked either before or after a
24 normally scheduled shift shall be as follows:

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

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

4 C. An employee who is scheduled to return for work within two (2) hours or less
5 from the end of the regular scheduled shift shall be eligible for a meal allowance at eighty percent
6 (80%) of the straight-time journey level rate of pay.

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

9 14.4. Employees called in for unscheduled overtime work shall be eligible for a meal
10 allowance if such work is performed up to or continues after an established meal period. For
11 purposes of this section, established meal periods shall be 6:00 a.m., 12:00 p.m., 6:00 p.m. and 12:00
12 midnight. The 6:00 a.m. and 12:00 p.m. meals shall be paid at eighty percent (80%) or the straight-
13 time journey level hourly rate of pay. The 6:00 p.m. and 12:00 midnight meals shall be paid at eighty
14 percent (80%) of the straight-time journey level hourly rate of pay.

15 14.5. Employees required to work during their meal period shall receive the overtime rate of
16 pay for such portion of the meal period worked. The amount of the time used for the meal period
17 shall then be deducted from the regular or overtime compensation.

18 14.6. Employees shall be paid a meal allowance consistent with the meal rates established in
19 this Article. A meal allowance will be subject to taxes and withholdings as appropriate.

20 **ARTICLE 15: GENERAL AND MISCELLANEOUS**

21 15.1. No wage rate, reasonable condition, or privilege not inconsistent with this agreement
22 and presently enjoyed by any classification of employees covered by this Agreement shall be reduced
23 because of the signing of this Agreement.

24 **15.2. Union Representative**

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

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

4 **15.3. Stewards** - The Union Business Manager and/or Representative shall have the right to
5 appoint a steward at any shop or on any job where workers are employed under the terms of this
6 Agreement. The steward shall see that the provisions of this Agreement are observed, and he/she
7 shall be allowed reasonable time to perform these duties during regular working hours. The County
8 shall be furnished with the names of stewards so appointed. Under no circumstances shall the County
9 dismiss or otherwise discriminate against an employee for making a complaint or giving evidence
10 with respect to an alleged violation of any provision of this Agreement.

11 **15.4. Distribution of the Agreement** - A copy of this Agreement shall be made available to
12 employees of the County as set forth under Addendum "A".

13 **15.5. Union Leave of Absence** - Any employee elected or appointed to office in the Union
14 which requires a part of or all of his/her time, shall be given a leave of absence upon application.
15 He/she shall not lose any seniority established with the County at the time of the leave of absence.

16 **15.6. Apprenticeship**

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

21 **B.** This Committee shall be composed of a maximum of three (3) representatives of
22 the County and a maximum of three (3) representatives of the Union.

23 **15.7.** 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 **15.8.** The County shall not contract out work which the members of the Union have
27 historically performed unless it is required by law or is a business necessity due to an emergency
28 situation or to augment the workforce on a short-term, temporary basis. Except for emergency

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

6 **15.9. 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 his or her 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 **15.10. Union engagement.**

16 **15.10.1. Steward Training:** During each year of this Agreement the Union's
17 principal officer may request that Union stewards be provided with at least eight (8) hours or one (1)
18 day, whichever is greater, of release time without loss of pay to participate in the steward training
19 programs sponsored by the Union.

20 **15.10.2.** The Union shall submit to the Office of Labor Relations and the Division as
21 far in advance as possible, but at least two (2) weeks in advance, the names of those stewards who
22 will be attending each training course. Time off for these purposes shall be approved in advance by
23 the employee's supervisor. The approval of such time off shall not be unreasonably denied for
24 arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take
25 into consideration operational needs.

26 **15.10.3. New Employee Orientation, Union Presentation:** The County agrees to
27 continue in person New Employee Orientation to allow the Unions to meet the new members. Not
28 less than five (5) working days before a new employee orientation, a list of names of employees who

1 shall be attending and are assigned to one of the MLA's Signatory bargaining units shall be
2 forwarded to the Union.

3 **15.10.4. Release Time for New Employees:** The County shall provide each new
4 bargaining unit member thirty (30) minutes of release time to meet with the Union within the first
5 month of employment.

6 **15.11. Use of County Bulletin Boards and Electronic Devices**

7 **15.11.1. Bulletin Boards.** The County agrees to provide bulletin boards in areas
8 accessible to the members for the use of Union officers and stewards to post announcement of
9 meetings, election of officers, and any other Union materials. No materials of a political nature can
10 be posted.

11 **15.11.2. Electronic Devices.** The County will permit Union officers and stewards the
12 use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment
13 to communicate regarding Union business related to King County. These communications will be
14 consistent with state law and the County's Acceptable Use of Information Assets Policy. The
15 communications and the use of the County's equipment and systems must be brief in duration and
16 frequency. In no circumstance shall use of the County's equipment or systems interfere with County
17 operations, or result in additional expense to the County. The parties understand and agree there is no
18 guarantee of privacy in the communications described herein and that such communications may be
19 subject to disclosure under the Public Records Act.

20 **ARTICLE 16: TERM LIMITED TEMPORARY (TLT) EMPLOYEES**

21 **16.1.** Short Term Temporary employees shall mean a person who is employed for a period of
22 time not to exceed six (6) months per calendar year. However, Term Limited Temporary(TLT)
23 employees may be used for a maximum period of twelve (12) months on a special project or to back-
24 fill for a regular employee, or for a longer period if agreed to by the Union when the special project
25 or back-fill extends beyond twelve (12) months.

26 **16.2.** A TLT employee who is later hired as a regular employee in the same classification, the
27 TLT employment period will count as service credit for pay purposes and the service will count for
28 seniority accrual and continuous service credit only during a single period of TLT employment;

1 provided, however, when a TLT employee is terminated by the County and rehired as a regular
2 employee within thirty (30) days, the prior service shall be credited as the employee's continuous
3 service for purposes of seniority only. A TLT employee who voluntarily resigns, is discharged or has
4 more than thirty (30) consecutive days lapse in employment will not be eligible for prior service
5 credit for purposes of seniority, pay or benefits if rehired as a regular or TLT employee.

6 **16.3.** The County retains the right to recruit directly for permanent vacancies.

7 **16.4.** TLT employees who are selected by the County for a regular position in the same
8 classification shall serve a six (6) month probationary period; however, if the employee has ninety
9 (90) or more days of continuous TLT employment in the classification at the time of selection, the
10 probationary period shall be reduced to three (3) months.

11 **16.5.** Term Limited Temporary (T.L.T) employees will not be used to supplant regular Full-
12 time Equivalent (FTE) or Career Service positions.

13 **ARTICLE 17: WORK RULES**

14 **17.1.** The work rules contained in Article 17 and not inconsistent with the other provisions of
15 this Agreement are hereby adopted and will remain in effect until modified or amended. Any
16 changes in the working rules between the County and the Union shall be promulgated in the form of a
17 Memorandum-of-Agreement supplementary to and incorporated in this Agreement.

18 **17.2. Health and Safety**

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

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

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

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

28 **E.** When a job has been assigned to an individual or crew, and after inspecting or

1 attempting to do the job it has been turned back unfinished, the reason for turning it back must be put
2 in writing by that individual. Special note must be made of extra-ordinary hazards, and this
3 information must be given to all employees or crews that are later requested to do the same job.

4 F. An employee who works five (5) continuous hours of overtime, some portion of
5 which overlaps into the eight (8) hour period immediately prior to the commencement of his/her
6 regularly scheduled shift, may choose to take eight consecutive hours of rest or to work the shift at
7 his/her regular straight-time rate of pay. If an employee opts to take eight consecutive hours of rest,
8 the employee may use sick leave to compensate for the time off from the shift. The employee shall
9 complete the balance of his/her regularly scheduled shift after the eight hour rest period, provided
10 four (4) or more hours remain. If less than four (4) hours remain, the employee may work the
11 remaining time on the shift or take vacation leave. Only in the event of insufficient sick or vacation
12 leave balance(s) may an employee be unpaid for the shift or portion of the shift that is not worked.

13 For safety reasons, a Chief of Power may relieve an employee from duty at any time after the
14 employee has been continuously on duty over eight (8) hours, and this shall be documented. If
15 relieved from duty for safety reasons, the portion of the regularly scheduled shift that overlaps eight
16 (8) hours of rest shall be compensated at the regular straight time rate as paid rest period. The
17 employee shall complete the balance of his or her regularly scheduled shift after the eight hour rest
18 period, provided four (4) or more hours remain. If less than four (4) hours remain, the employee may
19 work the remaining time on the shift or take vacation leave. Only in the event of insufficient vacation
20 leave balance(s) may an employee be unpaid for the remaining portion of the shift that is not worked.

21 The County shall not be responsible for any portal to portal pay associated with leaving for or
22 returning after a rest period.

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

27 **17.3. Classification Relief** - As a matter of general personnel administration, an employee
28 can be expected to assume responsibilities and perform duties within their craft above or below

1 his/her classification in a relief capacity for a portion of his/her time, except where contrary to current
2 practices.

3 **17.4. Transporting (applies to Power only)** - Line Material Workers shall not be
4 downgraded, nor Utility Line Worker Helpers upgraded for driving any truck when used for the sole
5 purpose of transporting workers, supplies or equipment.

6 **17.5. Helpers - (applies to Power only)** Employees classified as Helpers will in no event be
7 used as substitutes to replace journey level workers.

8 **17.6. Pole Framing (applies to Power only)** - All framing of poles will be done by Utility
9 Line Workers with the help of Utility Line Worker Helpers. The erection of poles or pulling of poles
10 will be done by Line or Pole Crews. Each Pole Crew is to carry at least one (1) Utility Line Worker
11 in addition to a Line Crew Chief. A pole that is exclusively used for lighting, and does not require
12 the use of a digger to install may be set with a Line Material Worker and a Journey Utility Line
13 Worker/Electrician Constructor.

14 **17.7. Tree Trimming** – In Power, all tree trimming, where there is a possibility of contact
15 with transmission or distribution circuits, will be done by Utility Line Workers. In Rail, Rail
16 Electrical Workers will trim trees that interfere with train movement or electrical installations related
17 to rail.

18 **17.8. Pulling Cable** – In Power, a crew pulling underground cables with power shall include
19 not less than two (2) cable splicers and shall be supervised by a Cable Splicer Crew Chief. In Rail,
20 the pulling of underground cables with power equipment will include no less than two (2) Rail
21 Electrical Workers supervised by a temporary Lead Rail Electrical Worker.

22 **17.9. Underground Work** – In Power, any work performed in the underground system other
23 than inspections shall require two (2) workers at the Cable Splicer's rate of pay. Inspections may
24 include pumping and "one call dig" identification. Under no circumstance shall inspection be
25 interpreted to mean work on a cable. Inspections shall require two (2) workers, one (1) of which
26 shall receive Cable Splicer's rate of pay. The other worker may be a Journey Utility Line Worker or
27 qualified Line Material Worker. For the purpose of this Article no Line Material Worker shall be
28 deemed qualified until they have satisfactorily completed a course in vault rescue and received

1 confined space training. In Rail, any electrical work performed in an underground vault of the rail
2 system will require a minimum of two (2) Rail Electrical Workers.

3 **17.10. Hot Tapping** – In Power, all hot tapping on a pole shall be done by a journey level
4 Utility Line Worker. In Rail, all hot tapping on the rail system will be done by Rail Electrical
5 Workers.

6 **17.11. Staffing**

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

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

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

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

21 E. Supervision for Utility Line Worker shall be set forth as provided under WAC
22 296-45-105. Man-in-charge shall mean Temporary Lead Worker in Charge, and non-climbing
23 Foreman shall mean Temporary Line Crew Chief and Line Crew Chief.

24 **17.12. Reporting** - Workers shall not be required to report before or after their regular work
25 periods to other than their regular headquarters for the purpose of picking up vehicles or materials.
26 When employees are required to put in time before or after their regular working hours for the
27 purpose of servicing vehicles or for loading material, only the additional time worked shall be
28 compensated for at the overtime rate.

1 **17.13. Meetings** - Workers shall not be required to attend meetings called by the County
2 except during the regular working hours unless compensated.

3 **17.14. Shift Selection**

4 A. Employees with more than six (6) months of service shall select their one (1) year
5 shift preference, by seniority, for each quarter of the shift schedule, provided that the County may, at
6 its discretion, set aside two (2) day shift slots for electricians and one (1) day shift slot for line crew
7 classifications as needed for training and orientation. The shift shall rotate every three (3) months in
8 December, March, June and September. The effective date of the shift rotation will be on the
9 beginning of the payroll period following the 15th of the month after each of the listed months.

10 Except for projects, jobs, or assignments, in the event that a shift is significantly changed the parties
11 will bargain any impacts as required by law. For purposes of this Agreement, the determination of
12 what constitutes a significant change in a shift shall be decided by the Joint Labor - Management
13 Committee and such decision shall not be subject to the grievance procedures under Article 5.

14 Employees shall be permitted to trade shifts for a three (3) month rotation period, provided it is at no
15 cost to the County. Sign-ups shall be posted the first day of December and employees must make
16 their selection no later than December 15th, exceptions may be made on a case by case basis. The
17 Appropriate Superintendent or designee shall determine days off for all shifts.

18 B. The appropriate work unit Superintendent or designee shall have the right to
19 transfer employees from one shift to another without regard to seniority when it is necessary to fill a
20 vacancy caused by the absence of an employee, subject to the provisions of Sections 17.15 and 17.16.

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

23 **17.15. Transfer**

24 A. Where the County desires the transfer of employees from one shift to another, no
25 loss in regular pay shall result and a nominal fifteen and one-half (15-1/2) hours off duty between
26 shifts shall be allowed and the overtime rate shall be paid for all time less than the nominal fifteen
27 and one-half (15-1/2) hours off duty; except when employees are required to change shifts due to
28 unscheduled relief, seven and one-half (7-1/2) hours off between shifts shall be the rule which

1 applies.

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

5 **17.16. Work Schedule for Position** - The schedule for regular working days and regular
6 days off goes with the job and not the worker, and an employee exercising the option for the change
7 from one job to another assumes the working days and days off of the new job and anything
8 pertaining to his/her schedule for the old job ceases at the beginning of the new job.

9 **17.17. Promotion** - An employee who is promoted to another classification may request to
10 return to his/her previously held classification provided:

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

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

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

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

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

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

24 **17.18. Travel** - Each employee shall be assigned a designated place(s) to report to work. The
25 employee shall report to the place designated at the commencement of the working day and after
26 reporting, shall be regarded as on duty; and that employee shall not be required to report to any other
27 place(s) for work, or to pick up trucks, materials, equipment, etc. Travel from shop to shop (travel
28 between the place of reporting and the actual place of work) shall be part of the employee's work

1 time, and any transportation necessary shall be provided by the County.

2 **17.19. Private Vehicles** - All employees called for emergency non-scheduled overtime, when
3 directed by the appropriate work unit Superintendent or designee to use their private car for
4 transportation, shall be reimbursed at the prevailing IRS mileage rate for each mile traveled from
5 their homes and return, plus toll bridge costs.

6 **17.20. REDUCTION IN FORCE AND REHIRE**

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

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

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

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

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

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

1 **ARTICLE 18: SAVING CLAUSE**

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

8 **ARTICLE 19: WORK STOPPAGE**

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

15 **ARTICLE 20: PERFORMANCE EVALUATIONS**

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

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

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

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

26 **22.1. Job Reclassification**

27 **1. Reason**

28 A. An employee or a group of employees may request a position to be

1 reclassified for the following reasons:

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

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

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

8 B. An employee is not eligible to submit a reclassification request if it has
9 been less than twelve (12) months since the date of a previous classification determination for the
10 position, or

11 (1) the employee is on probation; or

12 (2) the employee is on a Performance Improvement Plan; or

13 (3) the employee is asking for a reclassification for a special duty
14 position.

15 C. Group reclassification may be submitted if all employees' positions are in
16 the same classification within the same section of a division. The Human Resources Division will
17 evaluate each position individually; therefore, reserving the right to place positions into different
18 classifications, if warranted. Nothing in this paragraph prevents an individual employee from
19 exercising their Section 5 rights under this Article (Reconsideration of a Classification Decision).

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22.2. Effective Date of Reclassification and Resulting Pay

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

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at the Human Resources Division.	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. Additional discretionary steps may not be awarded. Pay may not exceed Step 10, unless the employee is already receiving merit-over-top. If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.
Same pay grade	Start of the pay period following receipt of the completed reclassification request form at the Human Resources Division.	The step of the pay range which is closest to and not less than the step that the employee received before the reclassification. Pay may not exceed Step 10, unless the employee is already receiving merit-over-top. 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 the Human Resources Division.	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.

1 **22.3. Probation Upon Reclassification**

2 There shall be no probationary period following a reclassification.

3 **22.4. FLSA Status Change Upon Reclassification**

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

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

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

14 **22.5. Reconsideration of a Classification Decision**

15 An employee or a group of employees has thirty (30) calendar days to submit a request for
16 reconsideration of a classification decision to the Human Resources Director. Employees without
17 email, will be asked to verify receipt of a paper copy of the decision, and will have thirty (30)
18 calendar days from the date of receipt. An employee must request reconsideration prior to filing an
19 appeal. Failure to request reconsideration to the Human Resources Director in thirty (30) calendar
20 days shall be considered as acceptance of the reclassification decision. A group may fill out one
21 request for all included individuals, or one or more of the employees may submit individual requests
22 for reconsideration.

23 **22.6. Appeal of a Classification Reconsideration Decision**

24 A. An employee or a group of employees has thirty (30) calendar days to
25 appeal the reconsideration decision. The timeline would begin from the date of the verification of
26 receipt outlined in Section 5 above.

27 B. The employee or a group of employees may appeal the decision to the
28 Personnel Board. The appeal shall be filed in writing to the appropriate agency with a copy to the

1 Human Resources Director.

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

4 **22.7. Implementation of a Classification Decision**

5 The change in classification will be initiated upon acceptance of the classification decision, or
6 expiration of the reconsideration period, if applicable.

7 **22.8. Notification of Reclassifications and Requests**

8 The applicable Union(s) shall be notified of any and all reclassification requests and/or decisions
9 impacting their bargaining units, via the monthly report provided by the Human Resources Division.

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1 **ARTICLE 23: TERM OF AGREEMENT**

2 22.1. This Agreement shall become effective upon the conclusion of approval process by the
3 King County Council and cover the period January 1, 2015 through December 31, 2018.

4 22.2. Either party may initiate negotiations upon written notice to the other within ninety (90)
5 days of the expiration of this Agreement.

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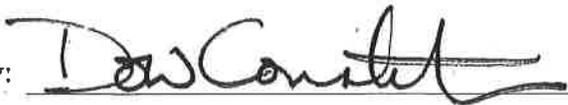
APPROVED this 20 day of APRIL, 2018.

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By: 

King County Executive

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International Brotherhood of Electrical Workers, Local 77:

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Louis Walter, Business Manager/Financial Secretary

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cba code: 101

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

Union Code: E2

18731

Effective January 1, 2015

Job Class Code	PeopleSoft Job Code	Classification Title	2015 Hourly Rate		
8207100	730800	Cable Splicer			\$ 46.31
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 49.69
8210100	731100	Cable Splicer Chief (113%) *			\$ 52.33
8204100	730100	Electrician Constructor			\$ 43.73
8204101	730600	Electrician Constructor - Lead			\$ 47.00
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 49.41
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 49.41
8209100	731300	Fire Detection Specialist			\$ 43.73
8208200	730000	Line Crew Chief (113%) *			\$ 49.89
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 49.89
8206100	730400	Line Material Worker I			\$ 34.67
8206110	730410	Line Material Worker II			\$ 38.96
8211100	730500	Pole Hauler			\$ 37.86
8212100	823102	Rail Electrical Worker			\$ 44.15
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 47.46
8213100	824101	Transit Facilities Electrician			\$ 43.73
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 47.00
8208100	730200	Utility Line Worker			\$ 44.15
8205100	730300	Utility Line Worker - Helper	\$ 29.86	\$ 31.12	\$ 32.46
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 47.46
Standby Pay					\$ 5.63
Shift Differential					\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate

cba code: 101

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

Union Code: E2

18731

Effective January 1, 2016

Job Class Code	PeopleSoft Job Code	Classification Title	2016 Hourly Rate		
8207100	730800	Cable Splicer			\$ 47.35
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 50.81
8210100	731100	Cable Splicer Chief (113%) *			\$ 53.51
8204100	730100	Electrician Constructor			\$ 44.71
8204101	730600	Electrician Constructor - Lead			\$ 48.06
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 50.52
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 50.52
8209100	731300	Fire Detection Specialist			\$ 44.71
8208200	730000	Line Crew Chief (113%) *			\$ 51.01
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 51.01
8206100	730400	Line Material Worker I			\$ 35.45
8206110	730410	Line Material Worker II			\$ 39.84
8211100	730500	Pole Hauler			\$ 38.71
8212100	823102	Rail Electrical Worker			\$ 45.14
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 48.53
8213100	824101	Transit Facilities Electrician			\$ 44.71
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 48.06
8208100	730200	Utility Line Worker			\$ 45.14
8205100	730300	Utility Line Worker - Helper	\$ 30.53	\$ 31.82	\$ 33.19
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 48.53
		Standby Pay			\$ 5.76
		Shift Differential			\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate

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

Effective January 1, 2017

18731

Job Class Code	PeopleSoft Job Code	Classification Title	2017 Hourly Rate**		
8207100	730800	Cable Splicer			\$ 48.77
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 52.33
8210100	731100	Cable Splicer Chief (113%) *			\$ 55.11
8204100	730100	Electrician Constructor			\$ 46.05
8204101	730600	Electrician Constructor - Lead			\$ 49.50
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 52.04
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 52.04
8209100	731300	Fire Detection Specialist			\$ 46.05
8208200	730000	Line Crew Chief (113%) *			\$ 52.53
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 52.53
8206100	730400	Line Material Worker I			\$ 36.51
8206110	730410	Line Material Worker II			\$ 41.04
8211100	730500	Pole Hauler			\$ 39.87
8212100	823102	Rail Electrical Worker			\$ 46.49
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 49.98
8213100	824101	Transit Facilities Electrician			\$ 46.05
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 49.50
8208100	730200	Utility Line Worker			\$ 46.49
8205100	730300	Utility Line Worker - Helper	\$ 31.45	\$ 32.77	\$ 34.19
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 49.98
Standby Pay					\$ 5.93
Shift Differential					\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate
**Wages reflect a COLA and a market adjustment totalling 3%

cba code: 101

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

Union Code: E2

18731

Effective January 1, 2018

Job Class Code	PeopleSoft Job Code	Classification Title	2018 Hourly Rate**		
8207100	730800	Cable Splicer			\$ 50.23
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 53.90
8210100	731100	Cable Splicer Chief (113%) *			\$ 56.76
8204100	730100	Electrician Constructor			\$ 47.43
8204101	730600	Electrician Constructor - Lead			\$ 50.99
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 53.60
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 53.60
8209100	731300	Fire Detection Specialist			\$ 47.43
8208200	730000	Line Crew Chief (113%) *			\$ 54.10
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 54.10
8206100	730400	Line Material Worker I			\$ 37.61
8206110	730410	Line Material Worker II			\$ 42.27
8211100	730500	Pole Hauler			\$ 41.07
8212100	823102	Rail Electrical Worker			\$ 47.88
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 51.47
8213100	824101	Transit Facilities Electrician			\$ 47.43
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 50.99
8208100	730200	Utility Line Worker			\$ 47.88
8205100	730300	Utility Line Worker - Helper	\$ 32.39	\$ 33.75	\$ 35.22
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 51.47
		Standby Pay			\$ 6.11
		Shift Differential			\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate

**Wages reflect a COLA and a market adjustment totalling 3%