

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

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1 **AGREEMENT**

2 **By and Between**

3 **KING COUNTY**

4 **and**

5 **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77**

6
7 This Agreement is made and entered into by and between King County ("County"), its
8 successors and assigns, and the International Brotherhood of Electrical Workers, Local Union No. 77,
9 ("Union"); the Union being recognized as the representative of employees occupying classifications
10 as set forth under Addendum "A".

11 **PURPOSE OF THIS AGREEMENT**

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

19 **NON-DISCRIMINATION**

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

23 **ARTICLE 1: SCOPE OF AGREEMENT**

24 This Agreement is applicable to employees of the County occupying classifications as set
25 forth under Addendum "A" and working in the Metro Transit Department.

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

27 **2.1.** The County shall select all employees in accordance with the Merit System. When the
28 County has openings in this bargaining unit, the Union will be so notified in writing and invited to

1 refer qualified applicants within five (5) working days of such notice. Such notice shall stipulate
2 classification and special skills, if any, and other needs, if any. After five (5) working days the
3 County may seek additional applicants through its Human Resources Division.

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

6 **2.3.** Term Limited Temporary (TLT) position postings will also be posted as Special Duty
7 Assignment (SDA) opportunities.

8 **2.4.** Internal Regular and TLT employees that are represented by the Union and who meet a
9 positions' minimum qualifications and pass any required test for the position will be given a first-
10 round interview, either by phone or in person, whichever is applicable in the process.

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

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

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

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

22 **3.4. Revocation of Dues Deduction Authorization.** An employee may submit a request to
23 stop payroll union dues and fees deductions by providing written notice to the King County Benefit,
24 Payroll, and Retirement Operations Division or designee. The County will forward a copy of the
25 employee's written request to the Union within five (5) business days of receipt.

26 **3.5. Indemnification and Hold Harmless.** The Union agrees to indemnify and hold the
27 County harmless against any liability which may arise by reason of any action taken by the County to
28 comply with the provisions of this Article, including for any legal fees or expenses incurred in

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

5 **3.6. Union Notification** – The County will supply the Union with the following information
6 within five (5) working days of a new employee’s hire date or new union eligibility:

- 7 1. First and last name
- 8 2. Home address
- 9 3. Home phone number (if the member wants to provide it)
- 10 4. Work e-mail address
- 11 5. Job classification/title
- 12 6. Department
- 13 7. Division
- 14 8. Work location
- 15 9. Date of hire
- 16 10. Hourly or salary pay status
- 17 11. Rate of pay
- 18 12. FTE status

19 **ARTICLE 4: JOINT LABOR MANAGEMENT**

20 **4.1. Purpose**

21 The parties agree that a Joint Labor-Management Committee (JLMC) is established for each
22 King County Division that members of this bargaining unit are assigned to and is authorized,
23 consistent with applicable laws and the terms of this Agreement, to use principles of mutual gains
24 bargaining to interpret, apply, resolve issues and interests affecting Labor and/or Management
25 consistent with the following principles:

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

28 (2) To ensure the making of appointments and promotions as provided under

the merit system and this Agreement;

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

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

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

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

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

The parties agree that a joint meeting of both JLMCs may be convened by the parties two (2) times per year.

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

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

4.4. JLMC agenda items will be determined by mutual agreement of committee members. A maximum of four (4) union members will be released during normal work hours to attend a JLMC. Off duty employees who attend a JLMC will not be paid by the County.

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

ARTICLE 5: GRIEVANCE PROCEDURE

5.1. Purpose. The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and

1 morale. In furtherance of this objective, the County and the Union will extend every effort to settle
2 grievances at the lowest possible level of supervision.

3 **5.2. No Discrimination.** Employees will be unimpeded and free from restraint, interference,
4 coercion, discrimination or reprisal in seeking adjudication of their grievances.

5 **5.3. Grievance Definition.** A grievance is defined as an allegation by either party to this
6 Agreement that a violation of one or more terms of this Agreement has occurred.

7 **A. Exclusive Representative** – If employees also have access to the Personnel Board
8 for adjudicating disciplinary or reclassification grievances. Selection by the employee of one
9 procedure will preclude access to other procedures. If the employee chooses to access the Personnel
10 Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the
11 union’s legal obligations for representation, unless mutually agreed otherwise. Copies of all written
12 reprimands, suspensions, disciplinary demotions or discharges shall concurrently be forwarded to the
13 Union.

14 **5.4. Access to Grievance Procedure.** Though employees will have no independent
15 unilateral privilege or right to invoke the grievance procedure, an employee’s complaint may be
16 presented to his/her supervisor. If the issue is not resolved, it may be referred to STEP 1.

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

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

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

26 **(3.)** If the Union does not pursue the grievance to STEP 2 within fifteen (15)
27 calendar days after receiving the supervisor/designee’s written decision, the grievance will be
28 precluded from further appeal.

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

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

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

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

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

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

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

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

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

(1.) **Selection Process.** The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of eleven (11) names furnished by Public Employment Relations Commission (PERC) or Federal Mediation and Conciliation Services (FMCS). The arbitrator will be selected from the list by both the County

1 representative and the Union representative each alternately striking a name from the list until only
2 one name remains. Both parties will participate in a coin toss to determine who goes first for the
3 arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision
4 will be final and binding upon all parties to the dispute.

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

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

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

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

26 **(6.) Grievances of Disciplinary Action.** Regular employees are subject to a
27 just cause standard for discipline.

28 **(1)** No verbal or written performance or counseling documents shall

be considered discipline that may be appealed to any level of this process.

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

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

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

ARTICLE 6: HOLIDAYS

6.1. Holidays. All leave eligible employees shall be granted the following designated 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

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

An employee must be eligible for leave benefits and in a pay status on the scheduled workday before and the scheduled workday following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the

end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off, the employee will be given a deferred holiday. The employee and supervisor will jointly select another day (preferably within the same pay period) to take as a holiday.

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

ARTICLE 7: VACATIONS

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

Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
0	5	000 thru 060	0.0462 X Basis Hours	12
6	8	061 thru 096	0.0577 X Basis Hours	15
9	10	097 thru 120	0.0616 X Basis Hours	16
11	16	121 thru 192	0.0770 X Basis Hours	20
17	17	193 thru 204	0.0808 X Basis Hours	21
18	18	205 thru 216	0.0847 X Basis Hours	22
19	19	217 thru 228	0.0885 X Basis Hours	23
20	20	229 thru 240	0.0924 X Basis Hours	24
21	21	241 thru 252	0.0962 X Basis Hours	25
22	22	253 thru 264	0.1001 X Basis Hours	26
23	23	265 thru 276	0.1039 X Basis Hours	27

Beginning With Year	Ending With Year	Months of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
24	24	277 thru 288	0.1078 X Basis Hours	28
25	25	289 thru 300	0.1116 X Basis Hours	29
26	99	301 and up	0.1154 X Basis Hours	30

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

Years of Service	Vacation Accrual Rate	Approximate Days Accrued Per Year (based on 2080 hours)
18 years of service	0.0885 X Basis Hours	23
19 years of service	0.0924 X Basis Hours	24
20 years of service	0.0962 X Basis Hours	25
21 years of service	0.1001 X Basis Hours	26
22 years of service	0.1039 X Basis Hours	27
23 years of service	0.1078 X Basis Hours	28
24 years of service	0.1116 X Basis Hours	29
25 years of service	0.1154 X Basis Hours	30

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

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

7.3. Vacation Leave Cap

7.3.1. All Employees hired after 12/31/17 shall have their accrued vacation leave balance capped at three hundred twenty (320) hours. This shall not apply to any employees including

1 TLT's, hired on or before 12/31/17, who shall retain their existing vacation cap of 480 hours.

2 **7.3.2.** Employees eligible for vacation leave who work a forty hour week may accrue
3 up to either 480 or 320 hours (depending on the employee's hire date). Eligible part-time employees
4 will receive vacation leave, prorated to reflect their normally scheduled work week. Employees shall
5 use vacation leave beyond the maximum accrual amount prior to the end of the pay period that
6 contains December 31 of each year. Failure to use vacation leave beyond the maximum accrual
7 amount will result in forfeiture of the vacation leave beyond the maximum amount unless the
8 appointing authority has approved a carryover of the vacation leave because of cyclical workloads,
9 work assignment or other reasons as may be in the best interest of the County. The Human
10 Resources Director may authorize procedures for authorizing carryover above the maximum.

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

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

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

24 **7.5.** A leave eligible employee will not use or be paid for vacation leave until it has accrued and
25 such use or payment is consistent with the provisions of this Article.

26 **7.6. Outside Employment** - No employee will work for compensation directly for the County
27 in any capacity during the time that the employee is on vacation leave.

28 **7.7. Partial Day Increments** - Approved vacation leave may be used in one-quarter (1/4) hour

1 increments.

2 **7.8. Payment to Assigns and Heirs** - In cases of separation from County employment by death
3 of an employee with accrued vacation leave and who has successfully completed his/her initial six (6)
4 months of County service in a leave eligible position, payment of unused vacation leave up to the
5 maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for
6 by State Law, RCW Title 11.

7 **7.9. Vacation Scheduling** - The manager/designee will be responsible for scheduling the
8 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
9 employees and not incur additional costs while maintaining the efficient functioning of the work unit.

10 **7.10. Notification While on Paid Vacation** - If a leave eligible employee is injured or
11 becomes ill while on paid vacation, in order to receive sick leave for that time, he/she must notify the
12 manager/designee on the first day of the injury or illness or as soon as practical, but not later than the
13 first day after returning to work, unless otherwise required by law. A health care provider's
14 certification may be required as provided under Section 8.12.

15 **7.11. Restoration following Separation** - If an employee resigns from a full-time regular or
16 part-time regular position with the county in good standing or is laid off and subsequently returns to
17 county employment within two years from such resignation or lay off, as applicable, the employee's
18 prior County service shall be counted in determining the vacation leave accrual rate.

19 **ARTICLE 8: SICK LEAVE**

20 **8.1.** Leave eligible employees shall accrue sick leave benefits at the rate of 0.04616 hours for
21 each hour in paid status excluding overtime up to a maximum of 3.6928 hours per biweekly pay
22 period (which is usually 96 hours per calendar year); except that if an hourly employee works in
23 excess of seventy-four (74) hours in one week, the employee shall accrue sick leave at the rate of 0.025
24 hours for each hour worked in excess of seventy-four (74) hours. Employees shall accrue sick leave
25 from their date of hire in a leave eligible position. The employee is not entitled to use sick leave until
26 it is earned. There shall be no limit to the number of sick leave hours accrued by an eligible
27 employee. During the first six months of service in a leave eligible position, employees eligible to
28 accrue vacation leave may, at the supervisor's discretion, use accrued vacation days as an extension

1 of sick leave. If an employee does not work a full six months, any vacation leave used for sick leave
2 must be reimbursed to the County upon termination. This reimbursement requirement does not apply
3 to employees using accrued vacation for a qualifying event under the Washington Family Care Act.

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

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

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

20 **8.4.** An employee must use all of his or her sick leave before taking unpaid leave for his or
21 her own health reasons. An employee who has exhausted all of his or her sick leave may use accrued
22 vacation leave before going on a leave of absence without pay, if approved by his or her appointing
23 authority. If the injury or illness is compensable under the County's workers compensation program,
24 then the employee has the option to augment or not augment wage replacement payments with the
25 use of accrued sick leave.

26 **8.5.** When sick leave is taken to care for a family member, the employee shall choose at the
27 start of the leave whether the particular leave will be paid or unpaid; but when an employee chooses
28 to take paid leave for family reasons, he or she may set aside a reserve of up to 80 hours of accrued

1 sick leave.

2 **8.6. Accrued sick leave may only be used for the following reasons:**

3 **A. An absence:**

4 **1. resulting from the employee’s mental or physical illness, injury, or health**
5 **condition;**

6 **2. to accommodate the employee’s need for medical diagnosis, care or**
7 **treatment of a mental or physical illness, injury or health condition; or**

8 **3. for the employee’s need for preventive medical care;**

9 **B. Accrued sick leave may only be used for the following reason. To allow the**
10 **employee to provide care:**

11 **1. for a family member with a mental or physical illness, injury or health**
12 **condition;**

13 **2. for a family member who needs medical diagnosis, care or treatment of a**
14 **mental or physical illness, injury or health condition; or**

15 **3. for a family member who needs preventive medical care;**

16 **C. When a King County facility is closed by order of public official for any health-**
17 **related reason, or when an employee’s child’s school or place of care is closed by order of a public**
18 **official for a health-related reason;**

19 **D. For absences that qualify for leave under the domestic violence leave act, chapter**
20 **49.76 RCW; and**

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

23 **F. For purposes of sick leave, “family member” means any of the following:**

24 **1. A child, including a biological, adopted or foster child, a stepchild or a child**
25 **to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of**
26 **age or dependency status, or the child of the employee’s domestic partner;**

27 **2. The parent of an employee, employee’s spouse or employee’s domestic**
28 **partner. Parent includes:**

1 (a) a biological parent;
2 (b) an adoptive parent;
3 (c) a de facto parent;
4 (d) a foster parent;
5 (e) a stepparent;
6 (f) a legal guardian; or
7 (g) a person who stood or stands in loco parentis to the employee,
8 employee's spouse or employee's domestic partner.

- 9 3. A spouse;
10 4. A domestic partner;
11 5. A grandparent;
12 6. A grandchild; or
13 7. A sibling.

14 **G. The employee's incapacitating injury, provided that:**

- 15 1. An employee injured on the job may not simultaneously collect sick leave
16 and worker's compensation payments in a total amount greater than the net regular pay of the
17 employee;
18 2. An employee may not collect sick leave for physical incapacity due to any
19 injury or occupational illness which is directly traceable to employment other than with the County.

20 **8.7. Failure to return to work by the expiration date of a leave of absence may be cause for**
21 **removal and result in termination of the employee from County service.**

22 **8.8. Federal Family and Medical Leave Act:**

23 **A.** As provided for in the Federal Family and Medical Leave Act (FMLA) of 1993, an
24 eligible employee may take up to twelve (12) weeks of paid or unpaid leave in a single twelve month
25 period for the employee's own qualifying serious health condition that makes the employee unable to
26 perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious
27 health condition, to bond with a newborn child, adoption or foster care placement (leave must be
28 taken within one year of the child's birth or placement), or for qualifying exigencies related to the

foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to twenty-six weeks of paid or unpaid FMLA leave in a single twelve month period to care for the service member with a serious injury or illness.

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

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

8.9. King County Family and Medical Leave:

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

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

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

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

4 **8.10.** Failure of an employee to return to work by the expiration date of leave under this
5 Article may be cause for termination of the employee from county service.

6 **8.11. Return to Work from Unpaid Leave** - An employee who returns from unpaid family
7 or medical leave within the time provided in this Article is entitled the same seniority accrued before
8 the date on which leave commenced, subject to layoff provisions, to the following in ranked order:

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

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

12 **8.12. Provider Certification** - The manager/designee and employee are responsible for the
13 proper administration of the sick leave benefit. Verification from a licensed health care provider may
14 be reasonably required to substantiate the health condition of the employee or family member for
15 leave requests as allowed under Washington State Law.

16 **8.12.1.** Unless specifically instructed otherwise for the same injury or illness, the
17 employee shall promptly notify the appropriate work unit Superintendent or designee, by telephone
18 or otherwise, each day off due to illness. If an employee is on a special work shift, particularly where
19 a relief replacement is necessary if he/she is absent, he/she shall notify the appropriate work unit
20 Superintendent or designee as far in advance as possible of his/her scheduled time to report for work.

21 **ARTICLE 9: DONATED LEAVES**

22 **9.1. No Solicitation.** All donations of vacation and sick leave made under this Agreement
23 are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or
24 any other compensation or benefits in exchange for donation of vacation or sick leave hours.

25 **9.2 Vacation leave hours.** An employee eligible for leave benefits may donate a portion of
26 his or her accrued vacation hours to another employee eligible for leave benefits. The donation will
27 occur following written approval from both the donating and receiving employee's directors. The
28 number of hours donated cannot exceed the donor's accrued vacation balance as of the date of the

request. No donation of vacation hours shall be permitted where it would cause the employee receiving the transfer to exceed his or her maximum annual vacation accrual.

9.3 Sick leave hours. An employee may donate a portion of his or her accrued sick leave to another leave eligible employee provided the donating employee's sick leave balance will be 100 hours or more following the donation. The donation will occur following written approval from both the donating and receiving employee's directors. An employee may not donate more than 25 hours of accrued sick leave in a calendar year.

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

9.5 Donation of Vacation or Compensatory Hours to Nonprofit Organizations. The executive may implement a process providing the opportunity for leave eligible employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

9.6 Donation to an Account or Program to Benefit Children of Deceased Employee. If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under twenty-three (23) years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

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

ARTICLE 10: OTHER LEAVES

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

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

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

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

10.2 Bereavement Leave

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

10.2.2. Immediate family shall be defined as the employee's spouse or domestic partner, and the parent, grandparent, child, son or daughter-in law, grandchild, sibling of the employee, employee's spouse or the employee's domestic partner, or an employee's legal guardian, ward or any person over whom the employee has legal custody.

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

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

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

10.3 Leave for Volunteer Service

Employees may use up to three days of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in

1 writing, per collective bargaining and department leave request procedures, specifying the name of
2 the school and/or organization and the nature of the volunteer services to be performed. Additionally,
3 the employee's supervisor may request in advance that the employee obtain written proof of the
4 service from the volunteer organization or school.

5 **10.4 Jury Duty**

6 **10.4.1.** A leave eligible employee notified to serve on jury duty must inform his or her
7 supervisor as soon as possible, but not later than two weeks in advance, regarding the date the
8 employee is required to report for jury duty. The supervisor may reassign the employee to a shift and
9 schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the
10 hours and days, respectively, the employee is required to report or be available for jury duty. An
11 employee will receive his/her compensation, while on jury duty.

12 **10.4.2.** When released from jury duty for the day, and/or when the total required
13 assignment to jury duty has expired, the employee will notify his or her supervisor. The employee
14 will be provided a reasonable time when dismissed from jury duty, as determined by the supervisor,
15 before the employee must report back to work and his or her regular shift and schedule. Paid leave
16 eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance
17 and Business Operations Division of the Department of Executive Services.

18 **10.4.3.** Employees who are ineligible for paid leave shall follow the notification
19 procedures above, and shall be released from work duties for the duration of their assigned jury duty
20 period, but shall not be compensated for their time spent on jury duty. These employees may retain
21 any jury duty pay received. Employees will receive his/her compensation, while on jury duty.

22 **10.5. Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
23 time off with pay for the purpose of participating in County qualifying or promotional examinations.
24 This will include time required to complete any required interviews.

25 **10.6. Military Leave** - Employees shall receive military leave in accordance with King
26 County policy, state and federal law, as amended.

27 **10.7 Paid Parental Leave**

28 **10.7.1.** Paid Parental Leave supplements an employee's accrued paid leaves to

1 provide up to a total of twelve weeks of paid leave for a parent to bond with a new child.

2 **10.7.2. Benefit Amount.** An employee's supplemental leave benefit is calculated
3 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt
4 placement ("qualifying event"). The employee will receive the equivalent of his or her full salary for
5 up to a total of twelve weeks, when combined with the employee's accrued leave (except for one
6 week of sick leave and one week of vacation leave, or the equivalent for Benefit Time). The
7 employee is permitted to use the supplemental leave first. Additionally, the employee may choose to
8 take less than twelve weeks of leave. Supplemental Paid Parental Leave is not subject to cash out.
9 An employee who does not return to work for at least 6 months of continuous service following the
10 leave, will be required to reimburse King County for the supplemental leave funds received.

11 **10.7.3. Eligibility.** The benefit is available to all leave eligible employees who have
12 been employed with the County for at least six months of continuous service at the time of the
13 qualifying event. If both parents work for King County, then each employee is entitled to up to 12
14 weeks of Paid Parental Leave.

15 **10.7.4. Benefit Period.** Paid Parental Leave must be used within twelve months of
16 the qualifying event. An employee may use Paid Parental Leave on an intermittent or part-time basis,
17 as long as it is consistent with the department's operational needs, and it is approved in writing by the
18 employee's supervisor prior to the leave.

19 **10.7.5. Concurrency.** Paid Parental Leave will run concurrently with the County's
20 family and medical leave, as well as federal and state family and medical leave laws, to the fullest
21 extent permitted by law.

22 **10.7.6. Job Protection.** Paid Parental Leave is protected leave. Barring required
23 budget cuts or layoffs, an employee's job cannot be eliminated while the employee is on leave.
24 Further, no retaliatory action may be taken against an employee for participating or planning to
25 participate in the program.

26 **10.7.7. Health and Leave Benefits.** The employee will continue to receive all health
27 benefits and shall continue to accrue vacation and sick leave during the period of Paid Parental
28 Leave. For purposes of overtime calculations, Paid Parental Leave shall be considered the equivalent

of sick leave.

10.7.8. Relationship to Washington State Paid Family and Medical Leave.

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

ARTICLE 11: INDUSTRIAL INJURY OR ILLNESS

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

ARTICLE 12: LEAVE OF ABSENCE

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

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

12.3. Early Return. An employee who is on a leave of absence without pay, not covered by any other provision of this Agreement, may return from the leave before its expiration date if the

1 employee provides the director with a written notice to that effect at least 15 days before the date of
2 return.

3 **12.4.** One (1) day of leave per Agreement year without loss of pay may be taken with
4 approval of the appropriate work unit Superintendent or designee when it is necessary that the
5 employee be off work in the event of a family emergency. This leave may not be carried into the
6 next payroll year or cashed out.

7 **ARTICLE 13: HOURS OF WORK**

8 **13.1.** The standard workweek shall consist of five (5) consecutive working days of eight (8)
9 hours each aggregating forty (40) hours per week. By mutual agreement of the parties, alternative
10 work schedules, including but not limited to 9/80 and 4/10 schedules, may be agreed to for
11 individuals and/or work groups as appropriate. Such agreement(s) shall be made in JLMC. The
12 County retains the right to end any approved alternative work schedule upon notice to the effected
13 employee and the Union.

14 **13.2.** During the standard workweek, the day shift shall consist of an eight and one-half (8-
15 1/2) hour period with an unpaid one-half (1/2) hour off for lunch, exclusive of worksite breakdown
16 and travel time, except as provided under Article 12.4 for Rail Electrical Workers. The day shift(s)
17 shall start no earlier than 6:00 a.m. and end no later than 6:00 p.m. For scheduled meal periods,
18 employees shall eat at the location arranged by the appropriate work unit Superintendent or designee;
19 provided, such location has clean toilet facilities and a place to eat their lunch.

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

24 **13.3.** Whenever it is necessary to meet the County's needs, hours of work may be scheduled
25 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
26 p.m. shall be an eight (8) hour shift with a paid 30 minute meal period between the second (2nd) and
27 fifth (5th) hour of the shift. The County will make every reasonable effort to provide the employee
28 with an uninterrupted meal period. If the meal period should be interrupted due to performing a work

task, upon the completion of the task, the meal period will be continued until the employee has received a 30 minute meal period. Time spent performing the task is not considered part of the meal period. Employees working such shift shall be paid at the regular straight-time wage rate for any eight (8) hour shift plus any wage differential which may be allowed under Section 13.6 of this Agreement.

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

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

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

ARTICLE 14: WAGE RATES

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

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

14.3. Lead Electrician Constructor - A temporary lead Electrician Constructor shall be compensated at 107.5% of the journey level classification when there are two (2) or more electricians

working beyond the standard forty (40) hour work week with no Electrician Crew Constructor Chief, and the temporary lead assignment has been designated by the Supervisor of Power/designee.

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

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

14.6 Rail Electrical Worker Crew Chief – Employee(s) designated as a temporary Rail Electrical Worker Crew Chief shall be compensated at 113% of the journey level classification, when so assigned as in-charge. The Rail Electrical Worker Crew Chief(s) shall be assigned by the appropriate work unit Superintendent or designee when there are more than six (6) Rail Electrical Workers. The Rail Electrical Worker Crew Chief will continue to work as a member of the crew.

14.7. Lead Transit Facilities Electrician – Employees designated or hired as a Lead Transit Facilities Electrician shall be compensated at 107.5% of the Transit Facilities Electrician classification.

14.8. Transit Facility Electrician Crew Chief – Employee(s) designated as a temporary Transit Facilities Electrician Crew Chief shall be compensated at 113% of the Transit Facilities Electrician classification. Transit Facilities Electrician Crew Chiefs shall be assigned by the appropriate work unit Superintendent or designee when more than six (6) Transit Facility Electricians/Transit Facility Electrician Leads are on shift at a headquarters with no supervisor, such as a Transit Facilities Electrician Crew Chief or Power Chief. The Transit Facility Electrician Crew Chief will continue to work as a member of the crew.

14.9. Shift Differential - Employees regularly assigned to a shift other than a day shift on a

straight-time basis shall receive a wage differential of three dollars (\$3.25) per hour for all hours worked, provided that the shift is regularly scheduled to start before 6:00 a.m. or end after 6:00 p.m.

14.10. Cost of Living

1. In 2019 - 2022, the parties agree that wages will be increased by percentage amounts shown below:

A. Effective January 1, 2019, Employees shall be eligible to receive an increase of four percent (4%).

B. Effective January 1, 2020, Employees shall be eligible to receive an increase of three percent (3%), divided with one and one-half (1.5%) added on January 1, 2020, one and one-half percent (1.5%) added in the pay period that includes July 1, 2020.

C. Effective January 1, 2021, Employees shall be eligible to receive an increase of three percent (3%).

D. Effective January 1, 2022, Employees shall be eligible to receive an increase of three percent (3%).

14.11. Overtime

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

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

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

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

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

14.13. Work Outside of Classification

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

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

C.

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

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

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

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

day's pay, unless relieved at their own request.

14.16. Call-Out Pay

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

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

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

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

14.19. Clothing and Equipment Allowance Pay

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

2. Rail: All regular employees shall be paid an annual maximum of one hundred fifty

dollars (\$150.00) for work clothing and equipment. This payment will be paid annually in the pay period that covers April 1st.

14.20. Boot Allowance

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

ARTICLE 15: MEAL PERIODS

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

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

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

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

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

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

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

15.4. Employees called in for unscheduled overtime work shall be eligible for a meal allowance if such work is performed up to or continues after an established meal period. For

purposes of this section, established meal periods shall be 6:00 a.m., 12:00 p.m., 6:00 p.m. and 12:00 midnight. The 6:00 a.m. and 12:00 p.m. meals shall be paid at eighty percent (80%) or the straight-time journey level hourly rate of pay. The 6:00 p.m. and 12:00 midnight meals shall be paid at eighty percent (80%) of the straight-time journey level hourly rate of pay.

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

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

ARTICLE 16: GENERAL AND MISCELLANEOUS

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

16.2. Union Representative

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

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

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

16.4. Distribution of the Agreement - A copy of this Agreement shall be made available to

employees of the County as set forth under Addendum “A”.

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

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

16.7. The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

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

16.9. Union Engagement.

16.9.1. Steward Training: During each year of this Agreement the Union’s principal officer may request that Union stewards be provided with at least eight (8) hours or one (1) day, whichever is greater, of release time without loss of pay to participate in the steward training

1 programs sponsored by the Union.

2 **16.9.2.** The Union shall submit to the Office of Labor Relations and the Division as
3 far in advance as possible, but at least two (2) weeks in advance, the names of those stewards who
4 will be attending each training course. Time off for these purposes shall be approved in advance by
5 the employee's supervisor. The approval of such time off shall not be unreasonably denied for
6 arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take
7 into consideration operational needs.

8 **16.9.3. New Employee Orientation, Union Presentation:** The County agrees to
9 continue in person New Employee Orientation to allow the Unions to meet the new members. Not
10 less than five (5) working days before a new employee orientation, a list of names of employees who
11 shall be attending and are assigned to one of the MLA's Signatory bargaining units shall be
12 forwarded to the Union.

13 **16.9.4. Release Time for New Employees:** The County shall provide each new
14 bargaining unit member thirty (30) minutes of release time to meet with the Union within the first
15 month of employment.

16 **16.10. Use of County Bulletin Boards and Electronic Devices**

17 **16.10.1. Bulletin Boards.** The County agrees to provide bulletin boards in areas
18 accessible to the members for the use of Union officers and stewards to post announcement of
19 meetings, election of officers, and any other Union materials. No materials of a political nature can
20 be posted.

21 **16.10.2. Electronic Devices.** The County will permit Union officers and stewards the
22 use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment
23 to communicate regarding Union business related to King County. These communications will be
24 consistent with state law and the County's Acceptable Use of Information Assets Policy. The
25 communications and the use of the County's equipment and systems must be brief in duration and
26 frequency. In no circumstance shall use of the County's equipment or systems interfere with County
27 operations, or result in additional expense to the County. The parties understand and agree there is no
28 guarantee of privacy in the communications described herein and that such communications may be

subject to disclosure under the Public Records Act.

ARTICLE 17: APPRENTICESHIPS

17.1. Apprenticeship

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

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

17.2. Rail Electrical Worker Apprenticeship:

17.2.1. Establishment of Rail Electrical Worker Apprenticeship. The parties hereby establish an apprenticeship program for the Rail Electrical Worker (REW) position. Both King County and the Union recognize the Rail Electrical Worker Apprenticeship Program Standards, recognized by the Washington State Apprentice and Training Council (WSATC). The WSATC has the authority to approve, administer, and enforce apprenticeship standards for the operation and success of this apprenticeship, and may change its rules, policies, and/or administrative practices. Upon WSATC notification of those changes, such rules, policy, and/or administrative practices shall be recognized as part of the Rail Electrical Worker Apprenticeship Program Standards, unless specifically agreed to otherwise in writing by the parties.

17.2.2. Establishment and Authority of REW Joint Apprenticeship Training Committee. The Parties hereby establish a Joint Apprenticeship Training Committee (JATC) for the REW apprenticeship which shall be composed of no more than three representatives of the County and no more than three representatives of the Union. The JATC shall have the authority to adopt and amend a REW Apprentice Program Manual and REW. Apprentice policies and procedures that are consistent with the Rail Electrical Worker Apprenticeship Program Standards, including, but not limited to, work processes, wage progression, and administrative standards. The JATC shall be bound by the Rail Electrical Worker Apprenticeship Program standards and any applicable policies, and procedures.

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

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

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

17.2.5. REW Apprentice Rules. REW Apprentices shall follow all manuals, rules, policies, and procedures of King County, the Metro Transit Department, and the Rail Division. REW Apprentices shall also follow all manuals, rules, policies, and procedures of the Rail Electrical Worker Apprenticeship Program Standards, and the REW Apprentice Program Manual.

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

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

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

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

17.2.7. Ratio of Apprentices to Journey-level Workers

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

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

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

7 **17.2.8. Quarterly progress reports for Apprentices.** The JATC shall meet quarterly to
8 discuss individual apprentice progress. Individual quarterly progress reports shall be provided to
9 each apprentice by the Chief with input from the journey-level REWs and Rail Training Group. The
10 progress reports will be shared with the JATC.

11 **17.2.9. Termination from Apprenticeship.** The County retains the right to terminate any
12 apprentice at any time during the training program if:

13 a. The apprentice is deemed by the JATC to have voluntarily abandoned apprentice
14 training.

15 b. The apprentice is removed from the training program by the JATC for failure to
16 make adequate progress as defined in the Apprenticeship Standards.

17 Termination pursuant to “a” or “b” above shall not be subject to grievance under the
18 collective bargaining agreement between the parties, however may be appealed pursuant to the
19 procedures, if applicable, contained in the Rail Electrical Worker Apprenticeship Program Standards
20 and/or the REW Apprentice Program Manual.

21 In addition to any apprentice probationary periods outlined in the Rail Electrical Worker
22 Apprenticeship Program Standards and the REW Apprentice Program Manual, the REW Apprentice
23 is a career service position and subject to the same probationary period as applied to other career
24 service positions covered by this Agreement.

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

27 **17.2.10. Safety.** Apprentices shall be given adequate safety training to safely perform all
28 work related to the apprenticeship.

1 **17.2.11. Apprentice Seniority.** Apprentice Seniority shall be established by date of hire into
2 the apprentice position. In the event of a tie, seniority order shall be decided by seniority in the King
3 County Rail Division, followed by Seniority in King County, followed by a coin toss conducted by
4 Local 77.

5 **17.2.12. Completion of Apprenticeship.** Upon graduation from the REW Apprenticeship,
6 the REW Apprentice Graduate shall be promoted to a Career Service REW position. There shall be
7 no additional probation period upon promotion.

8 **17.2.13. Seniority Upon Graduation.** Upon graduation from the REW Apprenticeship, the
9 REW Apprentice Graduate shall be awarded a Journey-Level REW seniority date one (1) year prior
10 to the graduation date.

11 **17.2.14. Definitions.** All words shall be given their regular and customary definitions, unless
12 otherwise defined by this Agreement, the WSATC, the Rail Electrical Worker Apprenticeship
13 Program Standards, or the REW Apprentice Program Manual.

14 **ARTICLE 18: TERM LIMITED TEMPORARY (TLT) EMPLOYEES**

15 **18.1.** Short Term Temporary employees shall mean a person who is employed for a period of
16 time not to exceed six (6) months per calendar year. However, Term Limited Temporary (TLT)
17 employees may be used for a maximum period of twelve (12) months on a special project or to back-
18 fill for a regular employee, or for a longer period if agreed to by the Union when the special project
19 or back-fill extends beyond twelve (12) months.

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

28 **18.3.** The County retains the right to recruit directly for permanent vacancies.

1 **18.4.** TLT employees who are selected by the County for a regular position in the same
2 classification shall serve a six (6) month probationary period; however, if the employee has ninety
3 (90) or more days of continuous TLT employment in the classification at the time of selection, the
4 probationary period shall be reduced to three (3) months.

5 **18.5.** Term Limited Temporary (TLT) employees will not be used to supplant regular Full-
6 time Equivalent (FTE) or Career Service positions.

7 **ARTICLE 19: WORK RULES**

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

12 **19.2. Health and Safety**

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

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

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

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

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

26 **F.** For safety reasons, a Chief of Power may relieve an employee from duty at any
27 time after the employee has been continuously on duty over eight (8) hours, and this shall be
28 documented. If relieved from duty for safety reasons, the remaining portion of the regularly

1 scheduled shift shall be compensated at the regular straight time rate as paid rest period.

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

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

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

13 **19.5. Helpers - (applies to Power only)** Employees classified as Helpers will in no event be
14 used as substitutes to replace journey level workers.

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

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

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

1 **19.9. Underground Work** – In Power, any work performed in the underground system other
2 than inspections shall require two (2) workers at the Cable Splicer’s rate of pay. Inspections may
3 include pumping and “one call dig” identification. Under no circumstance shall inspection be
4 interpreted to mean work on a cable. Inspections shall require two (2) workers, one (1) of which
5 shall receive Cable Splicer’s rate of pay. The other worker may be a Journey Utility Line Worker or
6 qualified Line Material Worker. For the purpose of this Article no Line Material Worker shall be
7 deemed qualified until they have satisfactorily completed a course in vault rescue and received
8 confined space training. In Rail, any electrical work performed in an underground vault of the rail
9 system will require a minimum of two (2) Rail Electrical Workers.

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

13 **19.11. Staffing**

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

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

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

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

28 E. Supervision for Utility Line Worker shall be set forth as provided under WAC

296-45-105. Man-in-charge shall mean Temporary Lead Worker in Charge, and non-climbing Foreman shall mean Temporary Line Crew Chief and Line Crew Chief.

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

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

19.14. Shift Selection

A. Employees with more than six (6) months of service shall select their one (1) year shift preference, by seniority, for each quarter of the shift schedule, provided that the County may, at its discretion, set aside two (2) day shift slots for electricians and one (1) day shift slot for line crew classifications as needed for training and orientation. The shift shall rotate every three (3) months in December, March, June and September. The effective date of the shift rotation will be on the beginning of the payroll period following the 15th of the month after each of the listed months. Except for projects, jobs, or assignments, in the event that a shift is significantly changed the parties will bargain any impacts as required by law. For purposes of this Agreement, the determination of what constitutes a significant change in a shift shall be decided by the Joint Labor - Management Committee and such decision shall not be subject to the grievance procedures under Article 5. Employees shall be permitted to trade shifts for a three (3) month rotation period, provided it is at no cost to the County. Shifts for the upcoming shift selection shall be posted on November 15th of each year. Sign-ups shall be posted the first day of December and employees must make their selection no later than December 15th, exceptions may be made on a case-by-case basis. The Appropriate Superintendent or designee shall determine days off for all shifts.

1. Employees will be given until the start of their next shift to make their selection based on seniority; except the first (most senior) employee in each classification will have two (2) hours from the beginning of their first scheduled shift in December to make their selection.

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

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

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

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 19.15 and 19.16.

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 **19.15. 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 **19.16. 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 **19.17. 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 **19.18. 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

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

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

19.20. Reduction in Force and Rehire

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

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

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

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

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

F. Employees laid off will be eligible for rehire into positions of the same

1 classification according to seniority with King County. That is, the employee laid off last will be the
2 first rehired.

3 **ARTICLE 20: SAVING CLAUSE**

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

10 **ARTICLE 21: WORK STOPPAGE**

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

17 **ARTICLE 22: PERFORMANCE EVALUATIONS**

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

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

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

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

28 **24.1. Job Reclassification**

1 **1. Reason**

2 **A.** An employee or a group of employees may request a position to be
3 reclassified for the following reasons:

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

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

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

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

13 (1) the employee is on probation; or

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

15 (3) the employee is asking for a reclassification for a special duty
16 position.

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

22 **24.2. Effective Date of Reclassification and Resulting Pay**

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

26

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,

27

28

Reclassification to	Effective Date	Pay Upon Reclassification
		<p>whichever is greater. Additional discretionary steps may not be awarded.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>
Same pay grade	Start of the pay period following receipt of the completed reclassification request form at the Human Resources Division.	<p>The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.</p> <p>Pay may not exceed Step 10, unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, the employee will continue to receive merit-over-top.</p>
Lower pay grade	Start of pay period at least thirty (30) calendar days after notification of the classification determination from the Human Resources Division.	<p>Highest step in the new pay range that does not exceed the current pay rate.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>

24.3. Probation Upon Reclassification

There shall be no probationary period following a reclassification.

24.4. FLSA Status Change Upon Reclassification

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

B. When an employee's position is reclassified from an FLSA-exempt classification to

an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

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

24.5. Reconsideration of a Classification Decision

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

24.6. Appeal of a Classification Reconsideration Decision

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

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

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

24.7. Implementation of a Classification Decision

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

24.8. Notification of Reclassifications and Requests

The applicable Union(s) shall be notified of any and all reclassification requests and/or decisions

impacting their bargaining units, via the monthly report provided by the Human Resources Division.

ARTICLE 25: TERM OF AGREEMENT

25.1. This Agreement shall become effective upon the conclusion of approval process by the King County Council and cover the period January 1, 2019 through December 31, 2022.

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

APPROVED this 12 day of JUNE, 2020.

By: Dow Const
King County Executive

International Brotherhood of Electrical Workers, Local 77:


Rex Habner, Business Manager/Financial Secretary

cba code: 101

Addendum A - Wages

Union Code: E2

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

Effective January 1, 2019

Job Class Code	PeopleSoft Job Code	Classification Title	2019 Hourly Rate**		
8207100	730800	Cable Splicer			\$ 52.24
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 56.05
8210100	731100	Cable Splicer Chief (113%) *			\$ 59.03
8204100	730100	Electrician Constructor			\$ 49.33
8204101	730600	Electrician Constructor - Lead			\$ 53.03
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 55.74
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 55.74
8209100	731300	Fire Detection Specialist			\$ 49.33
8208200	730000	Line Crew Chief (113%) *			\$ 56.27
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 56.27
8206100	730400	Line Material Worker I			\$ 39.11
8206110	730410	Line Material Worker II			\$ 43.96
8211100	730500	Pole Hauler			\$ 42.71
8212100	823102	Rail Electrical Worker			\$ 49.80
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 53.54
8213100	824101	Transit Facilities Electrician			\$ 49.33
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 53.03
8208100	730200	Utility Line Worker			\$ 49.80
8205100	730300	Utility Line Worker - Helper	\$ 33.69	\$ 35.10	\$ 36.63
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 53.54
Standby Pay					\$ 6.35
Shift Differential					\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate

**Wages reflect a COLA and a market adjustment

cba code: 101

Addendum A - Wages

Union Code: E2

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

Effective January 1, 2020

Job Class Code	PeopleSoft Job Code	Classification Title	January 1, 2020 Hourly Rate**		
8207100	730800	Cable Splicer			\$ 53.02
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 56.89
8210100	731100	Cable Splicer Chief (113%) *			\$ 59.91
8204100	730100	Electrician Constructor			\$ 50.07
8204101	730600	Electrician Constructor - Lead			\$ 53.83
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 56.58
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 56.58
8209100	731300	Fire Detection Specialist			\$ 50.07
8208200	730000	Line Crew Chief (113%) *			\$ 57.12
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 57.12
8206100	730400	Line Material Worker I			\$ 39.70
8206110	730410	Line Material Worker II			\$ 44.62
8211100	730500	Pole Hauler			\$ 43.35
8212100	823102	Rail Electrical Worker			\$ 50.55
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 54.34
8213100	824101	Transit Facilities Electrician			\$ 50.07
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 53.83
8208100	730200	Utility Line Worker			\$ 50.55
8205100	730300	Utility Line Worker - Helper	\$ 34.20	\$ 35.63	\$ 37.18
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 54.34
Standby Pay					\$ 6.45
Shift Differential					\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate

**Wages reflect a COLA and a market adjustment

cba code: 101

Addendum A - Wages

Union Code: E2

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

Effective July 1, 2020

Job Class Code	PeopleSoft Job Code	Classification Title	July 1, 2020 Hourly Rate**		
8207100	730800	Cable Splicer			\$ 53.80
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 57.73
8210100	731100	Cable Splicer Chief (113%) *			\$ 60.79
8204100	730100	Electrician Constructor			\$ 50.81
8204101	730600	Electrician Constructor - Lead			\$ 54.63
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 57.42
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 57.42
8209100	731300	Fire Detection Specialist			\$ 50.81
8208200	730000	Line Crew Chief (113%) *			\$ 57.97
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 57.97
8206100	730400	Line Material Worker I			\$ 40.29
8206110	730410	Line Material Worker II			\$ 45.28
8211100	730500	Pole Hauler			\$ 43.99
8212100	823102	Rail Electrical Worker			\$ 51.30
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 55.15
8213100	824101	Transit Facilities Electrician			\$ 50.81
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 54.62
8208100	730200	Utility Line Worker			\$ 51.30
8205100	730300	Utility Line Worker - Helper	\$ 34.71	\$ 36.16	\$ 37.73
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 55.15
Standby Pay					\$ 6.54
Shift Differential					\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate

**Wages reflect a COLA and a market adjustment

cba code: 101

Addendum A - Wages

Union Code: E2

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

Effective January 1, 2021

Job Class Code	PeopleSoft Job Code	Classification Title	January 1, 2021 Hourly Rate**		
8207100	730800	Cable Splicer			\$ 55.41
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 59.45
8210100	731100	Cable Splicer Chief (113%) *			\$ 62.61
8204100	730100	Electrician Constructor			\$ 52.33
8204101	730600	Electrician Constructor - Lead			\$ 56.27
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 59.13
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 59.13
8209100	731300	Fire Detection Specialist			\$ 52.33
8208200	730000	Line Crew Chief (113%) *			\$ 59.71
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 59.71
8206100	730400	Line Material Worker I			\$ 41.50
8206110	730410	Line Material Worker II			\$ 46.64
8211100	730500	Pole Hauler			\$ 45.31
8212100	823102	Rail Electrical Worker			\$ 52.84
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 56.80
8213100	824101	Transit Facilities Electrician			\$ 52.33
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 56.25
8208100	730200	Utility Line Worker			\$ 52.84
8205100	730300	Utility Line Worker - Helper	\$ 35.75	\$ 37.24	\$ 38.86
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 56.80
Standby Pay					\$ 6.74
Shift Differential					\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate

**Wages reflect a COLA and a market adjustment

cba code: 101

Addendum A - Wages

Union Code: E2

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

Effective January 1, 2022

Job Class Code	PeopleSoft Job Code	Classification Title	January 1, 2022 Hourly Rate**		
8207100	730800	Cable Splicer			\$ 57.07
8207101	730900	Cable Splicer - Lead (107.3%) *			\$ 61.24
8210100	731100	Cable Splicer Chief (113%) *			\$ 64.49
8204100	730100	Electrician Constructor			\$ 53.90
8204101	730600	Electrician Constructor - Lead			\$ 57.96
8204200	730700	Electrician Constructor Crew Chief (113%) *			\$ 60.91
8204200	731400	Electrician Constructor Crew Temporary Chief (113%) *			\$ 60.91
8209100	731300	Fire Detection Specialist			\$ 53.90
8208200	730000	Line Crew Chief (113%) *			\$ 61.51
8208200	731500	Line Crew Temporary Chief (113%) *			\$ 61.51
8206100	730400	Line Material Worker I			\$ 42.75
8206110	730410	Line Material Worker II			\$ 48.04
8211100	730500	Pole Hauler			\$ 46.67
8212100	823102	Rail Electrical Worker			\$ 54.43
8212200	823201	Rail Electrical Worker - Lead (107.5%) *			\$ 58.51
8213100	824101	Transit Facilities Electrician			\$ 53.90
8213200	824201	Transit Facilities Electrician (Lead 107.5%) *			\$ 57.94
8208100	730200	Utility Line Worker			\$ 54.43
8205100	730300	Utility Line Worker - Helper	\$ 36.82	\$ 38.36	\$ 40.03
8208101	731000	Utility Line Worker - Lead (107.5%) *			\$ 58.51
Standby Pay					\$ 6.94
Shift Differential					\$ 3.25

*Rate calculated as a percentage of the Journey Classification rate

**Wages reflect a COLA and a market adjustment