



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 28, 2008

Ordinance 16074

Proposed No. 2008-0206.1

Sponsors Gossett and Phillips

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

7

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The collective bargaining agreement negotiated between King
10 County and International Brotherhood of Electrical Workers, Local 77 (Power)
11 representing employees in the department of transportation and attached hereto is hereby
12 approved and adopted by this reference made a part hereof.

13 SECTION 2. Terms and conditions of said agreement shall be effective from
14 January 1, 2008, through and including December 31, 2010.

15

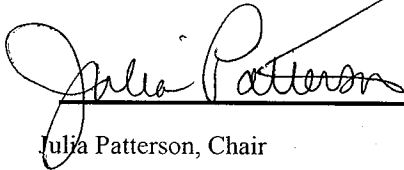
Ordinance 16074 was introduced on 4/14/2008 and passed by the Metropolitan King
County Council on 4/28/2008, by the following vote:

Yes: 7 - Ms. Patterson, Mr. Dunn, Ms. Lambert, Mr. Ferguson, Mr. Gossett,
Mr. Phillips and Ms. Hague

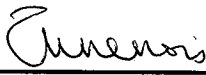
No: 0

Excused: 2 - Mr. Constantine and Mr. von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

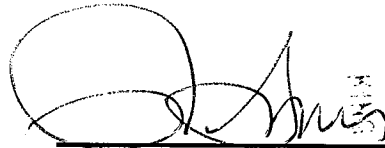

Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 6 day of May, 2008.



Ron Sims, County Executive

RECEIVED
2008 MAY -7 PM 12:31
KING COUNTY COUNCIL
CLERK

Attachments A. Agreement By and Between King County and International Brotherhood of
Electrical Workers, Local 77

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

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AGREEMENT

By and Between

KING COUNTY

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 77

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

PURPOSE OF THIS AGREEMENT

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

NON-DISCRIMINATION

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

1 **ARTICLE 1: SCOPE OF AGREEMENT**

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

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1 **ARTICLE 2: EMPLOYMENT**

2 The County shall select all employees in accordance with the Merit System. When the County
3 has openings in this bargaining unit, the Union will be so notified in writing and invited to refer
4 qualified applicants within five (5) working days of such notice. Such notice shall stipulate
5 classification and special skills, if any, and other needs, if any. After five (5) working days the
6 County may seek additional applicants through its Human Resources Division.

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

2 **3.1 Recognition** - The County recognizes the Union as the exclusive bargaining
3 representative of all employees whose job classifications are in the work units listed in Schedule "A".

4 **3.2 Dues and Fees** - It will be a condition of employment that all employees covered by this
5 Agreement who are members of the Union in good standing on the effective date of this Agreement
6 will remain members in good standing and those who are not members on the effective date of this
7 Agreement will on the thirtieth (30) day following the effective date of this Agreement become and
8 remain members in good standing in the Union or pay fees to the Union to the extent permitted by
9 law. It will also be a condition of employment that all employees covered by this Agreement and
10 hired or assigned into the bargaining unit on or after its effective date will on the thirtieth (30) day
11 following the beginning of such employment become and remain members in good standing in the
12 Union or pay fees to the Union to the extent permitted by law. Provided, however, that nothing
13 contained in this section will require employees to join the Union who can substantiate, in accordance
14 with the procedures set forth in the Washington Administrative Code, bona fide religious tenets or
15 beliefs that prohibit the payment of dues or initiation fees to Union organizations. Such employees
16 will pay an amount of money equivalent to regular Union dues and initiation fees to a non-religious
17 charity or to another charitable organization mutually agreed upon by the employee and the Union.
18 Employees will furnish proof to the Union each month that such payment has been made.

19 **3.3 Separation** - Failure by an employee to satisfy the requirements of Section 3.2 will
20 constitute cause for dismissal; provided, that the County has no duty to act until the Union makes a
21 written request for discharge and verifies that the employee received written notification of the
22 delinquency including the amount owing, the method of calculation, and the notification that the non-
23 payment after a period of no less than seven (7) days will result in discharge by the County. A copy
24 of each written notification will be mailed to the County concurrent with its mailing to the employee.

25 **3.4 Payroll Deduction** - Upon receipt of written authorization individually signed by an
26 employee, the County will have deducted from the pay of such employee the amount of dues and
27 initiation fees as certified by the Union and will transmit the amount to the Union.

28 **3.5 Indemnification** - The Union will indemnify and hold the County harmless against any

1 claims made and against any suit instituted against the County on account of any check-off of dues
2 and initiation fees for the Union. The Union agrees to refund to the County any amounts paid to it in
3 error upon presentation of proper evidence thereof.

4 **3.6 Notice of Recognition** - The County will require all new employees hired, transferred, or
5 promoted into a position included in the bargaining unit to sign a form which will inform them of the
6 Union's exclusive recognition. One (1) copy of the form will be retained by County, one (1) copy
7 will be given to the employee and the original will be sent to the Union. The County will notify the
8 Union when an employee leaves the bargaining unit.

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1 **ARTICLE 4: JOINT LABOR MANAGEMENT**

2 **4.1 Purpose** - The parties agree that the Joint Labor-Management Committee (JLMC) is
3 established and authorized, consistent with applicable laws and the terms of this Agreement, to use
4 principles of mutual gains bargaining to interpret, apply, resolve issues and interests affecting Labor
5 and/or Management consistent with the following principles:

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

8 (2) To ensure the making of appointments and promotions as provided under the merit
9 system and this Agreement;

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

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

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

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

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

19 **4.2** The JLMC does not waive or diminish management rights and does not waive or
20 diminish Union rights of grievance or bargaining. The parties recognize that the JLMC may not be
21 able to resolve every issue.

22 **4.3 Meetings** - The parties agree that the JLMC shall meet at least quarterly. The JLMC shall
23 be co-equal: there will be an equal number of representatives from management and the Union.

24 **4.4** JLMC agenda items will be determined by mutual agreement of committee members.
25 The parties agree that they will use the JLMC to disclose, discuss and attempt to resolve any unfair
26 labor practice (ULP) charge prior to filing a ULP charge.

1 **ARTICLE 5: GRIEVANCE AND ARBITRATION PROCEDURE**

2 5.1 A grievance shall be a dispute between a bargaining unit employee, or the Union, and the
3 County involving the interpretation or application of this Agreement. Any grievance shall be
4 resolved by the following procedure:

5 **5.2 Grievance Procedure**

6 A. In the event that a grievance arises, it shall be reduced to writing and set forth the
7 following:

- 8 (1) Identity of the party or employee who claim to be aggrieved.
9 (2) Date of the occurrence, nature of the grievance, and the facts upon which it
10 is based.
11 (3) The remedy or correction sought.
12 (4) The section(s) of this Agreement allegedly violated.

13 B. **Step 1:** Within ten (10) days of the date when the employee could reasonably be
14 expected to know the basis for a grievance the steward shall present the written grievance to the
15 Supervisor of Power/designee. Thereafter, the Supervisor of Power/designee shall meet with the
16 employee and/or shop steward to discuss the grievance.

17 In the event no agreement is reached, the Supervisor of Power/designee shall, within fifteen
18 (15) days from receipt of grievance, notify the employee and/or Union steward of its rejection. If the
19 Union Business Representative determines that the grievance has merit, it may be referred to Step 2
20 within ten (10) days of notification of the employer's rejection.

21 **Step 2:** The grievance shall be presented to the manager/designee. Thereafter, the
22 manager/designee shall meet with the employee and the Union Business Representative/designee to
23 review and discuss the grievance. In the event no agreement is reached, the manager/designee shall,
24 within fifteen (15) days of such meeting, notify the Union Business Representative/designee of its
25 rejection of the grievance. The Union Business Representative/designee may, within ten (10) days
26 from the notification, refer the grievance to Step 3.

27 **Step 3:** If no agreement was reached at Step (2), the grievance may be presented to
28 the Director/designee of the Human Resources Division of the Department of Executive Services

1 within ten (10) days of receipt of the Step 2 response. Thereafter, the Business
2 Representative/designee of the Union will meet with the Director/designee of the Human Resources
3 Division of the Department of Executive Services and other appropriate personnel for the purpose of
4 resolving the grievance. The meeting shall be held within fifteen (15) days of the Step 3 referral.

5 A written reply to the Union shall be made within twenty (20) days after such meeting is
6 concluded. In the event that no agreement can be reached at Step 3, the Union Business
7 Representative may appeal to arbitration by so notifying the Director/designee of the Human
8 Resources Division of the Department of Executive Services in writing by registered or certified mail
9 within fifteen (15) days after the Union has received notification of the Step 3 decision.

10 5.3 Arbitration Procedure

11 A. In the event that the grievance is not resolved in accordance with the provisions of
12 this grievance procedure it may be submitted to an impartial arbitrator selected using the following
13 procedure:

14 1. The County and the Union shall mutually agree upon an impartial arbitrator.
15 2. The selected impartial arbitrator may hear one (1) or more cases if mutually
16 agreed by both parties and provided said arbitrator hears and decides each case independently before
17 proceeding to the next case.

18 3. If the parties cannot agree upon the selection of an arbitrator, the parties will
19 request a list of five (5) arbitrators from the FMCS or PERC and the parties will by lot determine
20 which strikes off first of the list of arbitrators and proceed through the list until one arbitrator
21 remains.

22 B. The Union and the County both agree that the submission of a case to arbitration
23 shall be based on the original written grievance as submitted in Step 2 of the grievance procedure.
24 The grievance shall specify the nature of the grievance, act or event grieved, the date of occurrence,
25 the identity of the party, employee or employees who claim to be aggrieved, the provision of the
26 Agreement that has been violated and the remedy sought. This procedure will not bar the
27 presentation of evidence or testimony which was submitted in the grievance process.

28 C. The party desiring arbitration shall give notice thereof within the time limits set

1 forth in Step 3 of the grievance procedure. The time limitations within this Article may be extended
2 by mutual agreement between the parties.

3 D. Unless agreed upon in writing by both parties prior to the scheduling of the
4 arbitration, no more than one (1) grievance, dispute, or controversy shall be submitted before the
5 same arbitrator at one (1) hearing.

6 E. At the conclusion of the arbitration hearing, the arbitrator shall establish time
7 limitations for the submission of briefs, if necessary, and shall determine the date upon which the
8 issue or grievance submitted for arbitration shall be determined.

9 F. The power and authority of the arbitrator shall be to hear and decide each dispute
10 and shall be strictly limited to deciding whether there has been a violation of a provision of this
11 Agreement. The arbitrator shall not have the authority to add or subtract from or modify any of the
12 terms of this Agreement. The decision of the arbitrator shall be based solely on relevant evidence and
13 arguments presented to him/her by the parties and such decision shall be final and binding.

14 G. The expense of the impartial arbitrator shall be borne equally by the parties. Each
15 party is responsible for their own cost of representation, including but not limited to attorneys fees,
16 regardless of the outcome of the arbitration.

17 5.4 New hired probationary and temporary employees can not grieve or appeal a job
18 separation under this Agreement.

19 5.5 No regular employee will be disciplined except for just cause.

20 5.6 By mutual agreement, the parties can elect to mediate a grievance. Mediation does not
21 supplant the grievance or arbitration process.

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1 **ARTICLE 6: HOLIDAYS**

2 6.1 Regular and probationary (herein referred to as, "leave eligible employees") who work a
3 full-time workweek schedule shall be entitled to the following legal holidays without reduction in
4 pay:

5	New Year's Day
6	Martin Luther King Jr.'s Birthday
7	President's Day
8	Memorial Day
9	Independence Day
10	Labor Day
11	Veteran's Day
12	Thanksgiving Day
13	The Day following Thanksgiving
14	Christmas Day

15
16 and any day designated by public proclamation by the governor and as approved by the Council.

17 **6.1.1 Part-time Employees** - Leave eligible employees who work a part-time
18 workweek schedule will be granted each of the holidays with pay as provided for within Sections 6.1
19 and 6.2 prorated to reflect their normally scheduled work day if the holiday falls on a regular scheduled
20 workday.

21 **6.2 Floating Holidays** - Full-time leave eligible employees will receive two (2) additional
22 personal holidays (16 hours) to be administered through the vacation plan. One (1) holiday will be
23 added to accrued vacation on the first of October and one (1) holiday will be added the first of
24 November of each year. These days will be used in the same manner as any vacation day earned.

25 **6.3** To be eligible for the holiday, such employees must be on pay status on the regularly
26 scheduled workday immediately preceding and immediately following a holiday.

27 **6.4** New employees starting work the day after a holiday shall not be entitled to pay for the
28 holiday preceding their first day of work. Employees quitting work or discharged for cause shall not

1 be entitled to pay for the holiday, if any, following their last day of work.

2 **6.5 Holidays Falling on a Weekend** - For those leave eligible employees whose regular
3 workweek schedule is Monday through Friday, holidays falling on a Saturday will be observed on the
4 preceding Friday and holidays falling on a Sunday will be observed on the following Monday. For those
5 leave eligible employees whose regular work schedule requires working on a Saturday and/or Sunday,
6 holidays falling on these days will be observed on the actual date of the holiday.

7 **6.6 Maximum Accrual** - The maximum holiday pay is eight (8) hours of regular, straight-time
8 pay.

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1 **ARTICLE 7: VACATIONS**

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

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EQUIVALENT ANNUAL VACATION FOR FULL-TIME EMPLOYEE	
Full Years of Service (Upon Beginning year)	Annual Leave in Days
0-5	12
6	15
9	16
11	20
17	21
18	22
19	23
20	24
21	25
22	26
23	27
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20 **7.1.1** Employees hired on or before May 22, 2002 are eligible for vacation as provided
21 below. Accrual rates are effective January 1 of the year in which the service requirement is met:

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Years of Employment	Annual Vacation Days Earned
5 or more years' service	15 working days per year
8 or more years' service	16 working days per year
10 or more years' service	20 working days per year
16 years' service	21 working days per year
17 years' service	22 working days per year

Years of Employment	Annual Vacation Days Earned
18 years' service	23 working days per year
19 years' service	24 working days per year
20 years' service	25 working days per year
21 years' service	26 working days per year
22 years' service	27 working days per year
23 years' service	28 working days per year
24 years' service	29 working days per year
25 years' service	30 working days per year

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 Maximum Accrual - Leave eligible employees who work a full-time workweek schedule may accrue up to sixty (60) days vacation leave. Leave eligible employees who work a part-time workweek schedule may accrue vacation leave up to sixty (60) days prorated to reflect their normally scheduled workday. Leave eligible employees will use vacation leave beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation leave beyond the maximum amount will result in forfeiture of the vacation leave beyond the maximum amount. However, vacation leave beyond the maximum amount will be allowed by the manager/designee if the carry over is because of cyclical workloads, work assignments or for other reasons.

7.4 Vacation Eligibility - A leave eligible employee cannot take or be paid for vacation leave until he/she has successfully completed his/her initial six (6) months of County service in a leave eligible position. If a leave eligible employee leaves County employment prior to successfully completing his/her initial six (6) months of County service, he/she will forfeit and not be paid for

1 accrued vacation leave. A leave eligible employee will be paid for accrued vacation leave to his/her date
2 of separation up to the maximum accrual amount if the employee has successfully completed his/her
3 initial six (6) months of County service in a leave eligible position. Payment will be the accrued
4 vacation leave multiplied by the employee's rate in effect upon the date of leaving County employment
5 less mandatory withholdings. This section does not limit an employee's use of accrued vacation leave
6 for a qualifying event under the Washington Family Care Act.

7 **7.5** A leave eligible employee will not use or be paid for vacation leave until it has accrued and
8 such use or payment is consistent with the provisions of this Article.

9 **7.6 Outside Employment** - No employee will work for compensation directly for the County in
10 any capacity during the time that the employee is on vacation leave.

11 **7.7 Partial Day Increments** - Approved vacation leave may be used in one-quarter (1/4) hour
12 increments.

13 **7.8 Payment to Assigns and Heirs** - In cases of separation from County employment by death
14 of an employee with accrued vacation leave and who has successfully completed his/her initial six (6)
15 months of County service in a leave eligible position, payment of unused vacation leave up to the
16 maximum accrual amount will be made to the employee's estate, or, in applicable cases, as provided for
17 by State Law, RCW Title 11.

18 **7.9 Vacation Scheduling** - The manager/designee will be responsible for scheduling the
19 vacation of employees in such a manner as to achieve the greatest vacation opportunity for the
20 employees while maintaining the efficient functioning of the work unit.

21 **7.10 Notification While on Paid Vacation** - If a leave eligible employee is injured or becomes
22 ill while on paid vacation, in order to receive sick leave for that time, he/she must notify the
23 manager/designee on the first day of the injury or illness or as soon as practical, but not later than the
24 first day after returning to work, unless otherwise required by law. A health care provider's certification
25 maybe required as provided under Section 8.12.

26 **7.11 Restoration following Separation** - If an employee resigns from a full-time regular or
27 part-time regular position with the county in good standing or is laid off and subsequently returns to
28 county employment within two years from such resignation or lay off, as applicable, the employee's

1 prior County service shall be counted in determining the vacation leave accrual rate.

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1 **ARTICLE 8: SICK LEAVE**

2 **8.1 Sick Leave** - Regular and probationary employees (herein after referred to as, "leave
3 eligible employees") will accrue sick leave benefits at the rate of 0.04616 hours for each hour in pay
4 status exclusive of overtime up to a maximum of eight (8) hours per month. Except, that sick leave will
5 not begin to accrue until the first of the month following the month in which the employee commenced
6 employment. The employee is not entitled to sick leave if not previously earned.

7 **8.2 Vacation as an extension of Sick Leave** - During the first six (6) months of service in a
8 leave eligible position, leave eligible employees may, at the manager/designee's discretion, use any
9 accrued days of vacation leave as an extension of sick leave. If an employee does not work a full six (6)
10 months in a leave eligible position, any vacation leave used for sick leave must be reimbursed to the
11 County upon termination. This section does not limit an employee's use of accrued vacation leave for a
12 qualifying event under the Washington Family Care Act.

13 **8.3 Partial Day Increments** - Approved sick leave may be used in one quarter (1/4) hour
14 increments.

15 **8.4 Unlimited Accrual** - There will be no limit to the hours of sick leave benefits accrued by
16 leave eligible employee.

17 **8.5 Restoration following Separation** - Separation from employment except by reason of
18 retirement, layoff for non-disciplinary medical reasons, will cancel all sick leave accrued to the leave
19 eligible employee as of the date of separation. Should the regular employee resign in good standing, be
20 laid off or separated for non-disciplinary medical reasons and return to County employment within two
21 (2) years, his/her accrued sick leave will be restored.

22 **8.6 Pay upon Separation** - A leave eligible employee who has successfully completed at least
23 five (5) years of County service and who retires as a result of length of service or who separates by
24 reason of death will be paid, or his/her estate as provided for by RCW Title 11, as applicable, an amount
25 equal to thirty-five percent (35%) of his/her unused, accumulated sick leave multiplied by the
26 employee's base rate of pay in effect upon the date of leaving County employment, less mandatory
27 withholdings.

28 **8.6.1** Employees retiring under the City of Seattle retirement plan may elect to have

1 the legal equivalent paid for medical care premiums in lieu of cash.

2 **8.6.2 Cash payment of unused sick leave** may be deferred for a period of one (1) year
3 or less; provided, however, that the employee notifies the Human Resources Division of his/her desire
4 to do so at the time of retirement. Requests for deferred cash payment of unused sick leave shall be
5 made in writing.

6 **8.7 Leave Without Pay for Employee's Health Reasons - For FMLA/KCFML qualified**
7 **leave**, an employee must use all of his/her sick leave before taking unpaid leave for his/her own
8 health reasons. If the injury is compensable under the County's workers compensation program, then
9 the employee has the option to augment or not augment time loss payments with the use of accrued
10 sick leave.

11 **8.8 Leave Without Pay for Family Reasons** - For a leave for family reasons, the employee
12 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
13 an employee chooses to take paid leave for family reasons s/he may set aside a reserve of up to eighty
14 (80) hours of accrued sick leave.

15 **8.9 Use of Vacation Leave as Sick Leave** - An employee who has exhausted all of his/her
16 sick leave must use accrued vacation leave before going on leave of absence without pay, (this section
17 does not apply to Sections 8.7 or 8.8) if approved by his/her manager/designee.

18 **8.10 Use of Sick Leave** - Accrued sick leave will be used for the following reasons:

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

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

23 1. An employee injured on the job may not simultaneously collect sick leave
24 and worker's compensation payments in a total amount greater than the net regular pay of the
25 employee; though an employee who chooses not to augment his/her worker's compensation time loss
26 pay through the use of sick leave will be deemed on unpaid leave status;

27 2. An employee who chooses to augment workers compensation payments
28 with the use of accrued sick leave will notify the workers compensation office in writing at the

1 beginning of the leave;

2 C. Exposure to contagious diseases and resulting quarantine.

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

5 E. The employee's medical, ocular or dental appointments, provided that the
6 employee's manager/designee has approved the scheduling of sick leave for such appointments.

7 F. To care for the employee's eligible child if the child has an illness or health
8 condition which requires treatment or supervision from the employee;

9 G. **Family Medical Leave** - To care for other family members, if:

10 1. The family member is (1) the employee's spouse or domestic partner; (2)
11 the employee's child, a child of the employee's spouse or domestic partner; (3) the parent of the
12 employee, employee's spouse or domestic partner; (4) an individual who stands or stood in loco
13 parentis to the employee, the employee's spouse or domestic partner; or (5) a grandparent of the
14 employee; and,

15 2. The reason for the leave is one of the following:

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

19 b. The care of the employee's child or child of the employee's spouse
20 or domestic partner whose illness or health condition requires treatment or supervision by the
21 employee; or

22 c. The care of a family member because he/she has a serious health
23 condition or an emergency condition.

24 H. Leave eligible employees who do not qualify for use of sick leave as provided
25 under Section 8.10.G can use sick leave in the maximum amount of three (3) days per year when an
26 employee is required to care for an immediate family member who suffers from a serious health
27 condition; or as otherwise provided by law.

28 **8.11 Unpaid Leave** - An employee who has been employed by the County for twelve (12)

1 months or more and has worked a minimum of one thousand forty (1040) hours in the preceding
2 twelve (12) months may take a total of up to eighteen (18) workweeks unpaid leave for his or her own
3 serious health condition, and for family reasons as provided in Sections 8.10.F and 8.10.G combined,
4 within a twelve (12) month period. The leave may be continuous, which is consecutive days or
5 weeks, or intermittent, which is taken in whole or partial days as needed. Intermittent leave is subject
6 to the following conditions:

7 **A. Birth or Adoption** - When a leave is taken after the birth or placement of a child
8 for adoption or foster care for non-medical reasons, an employee may take leave intermittently or on a
9 reduced leave schedule.

10 **B. Reduced Schedules** - An employee may take leave intermittently or on a reduced
11 schedule when medically necessary due to a serious health condition of the employee or family
12 member of the employee; and

13 **C. Temporary Transfer** - If an employee requests intermittent leave or leave on a
14 reduced leave schedule, under Section 8.11.B that is foreseeable based on planned medical treatment,
15 the manager/designee may require the employee to transfer temporarily to an available alternative
16 position for which the employee is qualified and that has equivalent pay and benefits and that better
17 accommodates recurring periods of leave than the regular position of the employee.

18 **8.11.1 Concurrent Time** - Use of donated leave will run concurrently with the
19 eighteen (18) workweek family medical leave entitlement.

20 **8.11.2 Insurance Premiums** - The County will continue its contribution toward
21 health care during any unpaid leave taken under Section 8.11.

22 **8.11.3 Return to Work from Unpaid Leave** - An employee who returns from unpaid
23 family or medical leave within the time provided in this Article is entitled the same seniority accrued
24 before the date on which leave commenced, subject to layoff provisions, to the following in ranked
25 order:

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

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

1 **8.11.4 Failure to Return to Work** - Failure to return to work by the expiration date
2 of the leave of absence may be cause for removal and result in termination of the employee from
3 County service.

4 **8.12 Provider Certification** - The manager/designee and employee are responsible for the
5 proper administration of the sick leave benefit. Verification from a licensed health care provider may
6 be reasonably required to substantiate the health condition of the employee or family member for
7 leave requests.

8 **8.12.1** Unless specifically instructed otherwise for the same injury or illness, the
9 employee shall promptly notify the Supervisor of Power/designee, by telephone or otherwise, each
10 day off due to illness. If an employee is on a special work shift, particularly where a relief
11 replacement is necessary if he/she is absent, he/she shall notify the Supervisor of Power/designee as
12 far in advance as possible of his/her scheduled time to report for work.

13 **8.13 Definition of Child** - For purposes of this Article, a child means a biological, adopted or
14 foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the child,
15 who is: under eighteen (18) years of age; or is eighteen (18) years of age or older and incapable of
16 self care because of mental or physical disability.

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1 **ARTICLE 9: PAID LEAVES**

2 **9.1 Donation of Leaves - Donation of vacation leave hours and donation of sick leave hours.**

3 **A. Vacation leave hours**

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

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

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

19 **B. Sick leave hours.**

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

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

27 **3. Return of Unused Donations -** Donated sick leave hours must be used
28 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

1 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
2 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
3 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
4 accrued sick leave hours.

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

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

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

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

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

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

27 **9.3 Bereavement Leave**

28 **A.** An employee eligible for paid leave will be entitled to three (3) working days of

1 bereavement leave a year, due to death of a member of his/her immediate family.

2 **B. Use of Sick Leave in Lieu of Bereavement Leave** - An employee eligible for
3 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of
4 three (3) working days for each instance when death occurs to a member of the employee's immediate
5 family.

6 **C.** In the application of any of the foregoing provisions, when a holiday or regular day
7 off falls within the prescribed period of absence, it will not be charged against the employee's sick
8 leave account nor bereavement leave credit.

9 **D. Family Defined** - Immediate family means, as used in this Article: spouse,
10 domestic partner, grandparent, parent, child, sibling, child-in-law, parent-in-law, grandchild of the
11 employee, employee's spouse or employee's domestic partner.

12 **E.** The Supervisor of Power/designee may authorize time off for the purpose of
13 attending the funeral of a relative other than a close relative, as defined above, not to exceed five (5)
14 days; such time off being chargeable to the sick leave account of the employee.

15 **9.4 School Volunteers** - An employee eligible for paid leave will be allowed the use of up to
16 three (3) days of sick leave each year to allow the employee to perform volunteer services at the
17 school attended by the employee's child provided; an employee requesting to use sick leave for this
18 purpose will submit such request in writing specifying the name of the school and the nature of the
19 volunteer services to be performed.

20 **9.5 Jury Duty** - An employee eligible for paid leave who is ordered on a jury will be entitled
21 to his/her regular County pay; provided, that fees for such jury duty, exclusive of mileage, are turned
22 over to their Supervisor. The employee will report back to their manager/designee when dismissed
23 from jury service.

24 **9.6 Leave Examinations** - An employee eligible for paid leave will be entitled to necessary
25 time off with pay for the purpose of participating in County qualifying or promotional examinations.
26 This will include time required to complete any required interviews.

27 **9.7 Military Leave** - A leave of absence for active military duty or active military training duty
28 will be granted to eligible employees in accordance with applicable provisions of state and/or federal

1 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the
2 employee and accompanied by a validated copy of military orders ordering such active duty or active
3 training duty.

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

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

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1 **ARTICLE 11: LEAVE OF ABSENCE**

2 **11.1**

3 A. A leave of absence without pay, for other than military leave or health reasons,
4 may be granted to a regular employee by the Supervisor of Power/designee. The employee must
5 request a leave of absence without pay in writing and present the request to the Supervisor of
6 Power/designee. The employee must use all accumulated vacation before being granted a leave of
7 absence without pay.

8 B. A leave of absence without pay will terminate at the end of the period granted.
9 Except for military leave, in no case may a continuous leave of absence without pay be granted for a
10 period longer than one (1) year unless otherwise required by law.

11 C. Except as allowed for military leave or as may be required by applicable federal or
12 state law, an employee on leave of absence without pay will not qualify for paid employee benefits
13 during the leave period if the leave is for thirty (30) or more days. The employee's supervisor must
14 notify the department's benefits and records section immediately of any leave of absence in excess of
15 thirty (30) days.

16 D. The department will reinstate an employee in his/her former classification at the
17 end of a leave of absence without pay provided the employee is able to perform the duties of his/her
18 position. An employee on leave will be subject to layoff to the same extent as active employees.
19 Failure to return from leave of absence without pay on the specified date will constitute a resignation.

20 11.2 One (1) day of leave per Agreement year without loss of pay may be taken with approval
21 of the Supervisor of Power/designee when it is necessary that the employee be off work in the event
22 of a family emergency. This leave may not be carried into the next payroll year or cashed out.

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1 **ARTICLE 12: HOURS OF WORK**

2 12.1 The standard workweek shall consist of five (5) consecutive working days of eight (8)
3 hours each aggregating forty (40) hours per week.

4 12.2 During the standard workweek, the day shift shall consist of an eight and one-half (8-
5 1/2) hour period with an unpaid one-half (1/2) hour off for lunch. The day shift(s) shall start no
6 earlier than 6:00 a.m. and end no later than 6:00 p.m. For scheduled meal periods, employees shall
7 eat at the location arranged by the Supervisor of Power/designee; provided, such location has clean
8 toilet facilities and a place to eat their lunch.

9 12.3 Whenever it is necessary to meet the County's needs, hours of work may be scheduled to
10 cover the period from 6:00 p.m. to 6:00 a.m. Shifts that start before 6:00 a.m. or end after 6:00 p.m.
11 shall be an eight (8) hour shift with a paid 30 minute meal period between the second (2nd) and fifth
12 (5th) hour of the shift. The County will make every reasonable effort to provide the employee with
13 an uninterrupted meal period. If the meal period should be interrupted due to performing a work task,
14 upon the completion of the task, the meal period will be continued until the employee has received a
15 30 minute meal period. Time spent performing the task is not considered part of the meal period.
16 Employees working such shift shall be paid at the regular straight-time wage rate for any eight (8)
17 hour shift plus any wage differential which may be allowed under Section 13.5 of this Agreement.

18 12.4 All shifts will be scheduled to start on the hour or half hour. Notice of such shift(s)
19 change shall be given as far in advance as possible but no less than ten (10) days prior to
20 implementation and shall continue for a minimum of ten (10) consecutive work days.

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1 **ARTICLE 13: WAGE RATES**

2 13.1 The County agrees to pay to its employees and the Union agrees that its members
3 employed by the County will accept the wage scales for the various classifications set forth and
4 contained in Schedule "A" of this Agreement. Effective January 1, 2008, Schedule "A" reflects a
5 market adjustment of approximately four and one half percent (4.5%).

6 **A. Classification Review** - The County will conduct a classification review of the
7 Body of Work the parties have identified as "Material Coordinator". A salary will be negotiated
8 based on the results of the review.

9 13.2 **Lead Line Worker** - Temporary lead line workers shall be compensated at 107.5% of
10 the journey level classification in which such employees are working, when so assigned as in-charge.
11 Lead line workers shall be assigned by the Supervisor of Power/designee when a line crew of which
12 at least two (2) journey level workers are on a job together with no crew chief. The lead line worker
13 shall continue to work as a member of the crew.

14 13.3 **Lead Electrician** - A temporary lead Electrician shall be compensated at 107.5% of the
15 journey level classification when there are two (2) or more electricians working beyond the standard
16 forty (40) hour work week with no Electrician Crew Chief, and the temporary lead assignment has
17 been designated by the Supervisor of Power/designee.

18 13.4 **Lead Cable Splicer** - A temporary lead Cable Splicer shall be compensated at 112.5%
19 of the journey level classification when assigned by the Supervisor of Power/designee to assume lead
20 responsibilities when two or more Cable Splicers are working together in the absence of the Cable
21 Splicer Crew Chief.

22 13.5 **Shift Differential** - Employees regularly assigned to a shift other than a day shift on a
23 straight-time basis shall receive a wage differential of three dollars (\$3.00) per hour for all hours
24 worked, provided that the shift is regularly scheduled to start before 6:00 a.m. or end after 6:00 p.m.

25 **13.6 Cost of Living**

26 Effective January 1, 2009; and 2010, the base wage rates in effect the previous
27 December 31 for all employees shall be increased by 90% of the Seattle-Tacoma-Bremerton CPI-W
28 (based on previous year's June to June) with a maximum increase of six percent but not less than two

1 percent. In addition, base wage rates will receive a one half percent (1/2%) market adjustment
2 January 1, 2009 and 2010.

3 **13.7 Overtime**

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

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

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

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

17 **13.8 Holiday Pay** - All work performed on holidays shall be compensated at overtime rate in
18 addition to the holiday pay under Section 6.1. No combination of overtime payments to an employee
19 shall exceed three (3) times the regular rate of pay.

20 **13.9 Work Outside of Classification**

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

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

1 such assignment.

2 C.

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

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

11 **13.10 License/Certification Pay** - Employer agrees to arrange for and to pay one hundred
12 percent 100% of all mandatory education required by the County and State to retain those licenses
13 and certifications necessary for continued employment.

14 **13.11 Relieved from Duty Pay** - Employees relieved from duty except for cause during the
15 first half of the day or shift shall receive not less than one-half (1/2) day's pay; if relieved from duty
16 except for cause after having been on duty more than one-half (1/2) day, they shall receive a full day's
17 pay, unless relieved at their own request.

18 **13.12 Call-Out Pay**

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

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

1 shift hours following shall be at straight-time.

2 **13.13 Standby Pay** - Employees may be asked to make themselves available to respond to
3 emergencies by being placed on standby duty. Employees who accept standby duty are to be
4 available to a phone or to respond to a County provided pager. The employee will be compensated
5 for standby duty at the rate of 12.75% per hour of the hourly rate of pay for Line Worker-Utilities.

6 **13.14 High-time Pay** - All workers employed on work poles or towers seventy-five (75) feet
7 above ground or higher shall be paid at the rate of double-time while working at such heights. This
8 rule does not apply when workers are working on the roofs of buildings where no exceptional hazard
9 exists.

10 **13.15 Clothing and Equipment Allowance Pay** - All regular employees shall be paid an
11 annual maximum of one hundred fifty dollars (\$150.00) for work clothing and equipment, payable
12 upon receipt. This payment will be paid annually in the pay period that covers April 1st.

13 **13.16 Boot Allowance** - The County shall pay three hundred and fifty dollars (\$350.00) per
14 employee during the term of the Agreement as a lump sum payment via payroll for the cost of
15 purchasing protective footwear. This payment will be paid only in the pay period that covers April
16 1st of the first year of the contract.

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1 **ARTICLE 14: MEAL PERIODS**

2 14.1 For regularly scheduled shifts, meal periods shall be as near as practical to mid-shift;
3 however, not less than three (3) nor more than five (5) hours from the beginning of the shift.

4 14.2 Employees scheduled to work overtime shall furnish their meal for the first eight (8)
5 hours worked as if on a regular scheduled shift.

6 14.3 Meals and meal periods for scheduled overtime hours worked either before or after a
7 normally scheduled shift shall be as follows:

8 A. An employee who begins unscheduled overtime work two (2) or more hours before
9 the start of a regular scheduled shift, or begins scheduled overtime work more than two (2) hours
10 before the start of a regular scheduled shift shall be eligible for a meal allowance at eighty percent
11 (80%) of the straight-time journey level rate of pay.

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

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

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

20 14.4 Employees called in for unscheduled overtime work shall be eligible for a meal
21 allowance if such work is performed up to or continues after an established meal period. For
22 purposes of this section, established meal periods shall be 6:00 a.m., 12:00 p.m., 6:00 p.m. and 12:00
23 midnight. The 6:00 a.m. and 12:00 p.m. meals shall be paid at eighty percent (80%) or the straight-
24 time journey level hourly rate of pay. The 6:00 p.m. and 12:00 midnight meals shall be paid at eighty
25 percent (80%) of the straight-time journey level hourly rate of pay.

26 14.5 Employees required to work during their meal period shall receive the overtime rate of
27 pay for such portion of the meal period worked. The amount of the time used for the meal period
28 shall then be deducted from the regular or overtime compensation.

1 **14.6** Employees shall be paid a meal allowance consistent with the meal rates established in
2 this Article. A meal allowance will be subject to taxes and withholdings as appropriate. To claim a
3 meal allowance, employees must submit a request on a form furnished by Metro within 48 hours of
4 the end of the shift in which the meal is earned.

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1 **ARTICLE 15: GENERAL AND MISCELLANEOUS**

2 **15.1** No wage rate, reasonable condition, or privilege not inconsistent with this agreement
3 and presently enjoyed by any classification of employees covered by this Agreement shall be reduced
4 because of the signing of this Agreement.

5 **15.2 Union Representative**

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

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

13 **15.3 Stewards** - The Union Business Manager and/or Representative shall have the right to
14 appoint a steward at any shop or on any job where workers are employed under the terms of this
15 Agreement. The steward shall see that the provisions of this Agreement are observed, and he/she
16 shall be allowed reasonable time to perform these duties during regular working hours. The County
17 shall be furnished with the names of stewards so appointed. Under no circumstances shall the County
18 dismiss or otherwise discriminate against an employee for making a complaint or giving evidence
19 with respect to an alleged violation of any provision of this Agreement.

20 **15.4 Distribution of the Agreement** - A copy of this Agreement shall be made available to
21 employees of the County as set forth under Schedule "A". Bulletin boards shall be maintained at all
22 permanent headquarters and shall be available to the Union for posting of official Union bulletins.

23 **15.5 Union Leave of Absence** - Any employee elected or appointed to office in the Union
24 which requires a part of or all of his/her time, shall be given a leave of absence upon application.
25 He/she shall not lose any seniority established with the County at the time of the leave of absence.

26 **15.6 Apprenticeship**

27 A. If both parties to this Agreement recognize that an appropriate system of
28 apprenticeship is desirable, they may agree to form a Joint Committee whose functions shall be to

1 recommend to the appropriate bodies any procedures necessary in the attainment of this objective as
2 contemplated.

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

5 15.7 In the event that there is a material change to the work represented by the Union due to
6 changes in technology or future automation, the County agrees to bargain the impact as required by
7 law through the JLMC and with the County's Labor Negotiator.

8 15.8 The County agrees to not contract work historically performed by the members of the
9 bargaining unit if the contracting of such work eliminates positions in the bargaining unit. If, in order
10 to secure funding for a specific time-limited project, the County is required to contract all or part of
11 the work to be performed due to limitations imposed by a funding agreement, said contracting will
12 not be considered a violation of this section. The County agrees to provide the Union, upon request,
13 documentation to support any contracting of work under the terms of this section. The County retains
14 the right to contract work that it has historically contracted.

15 15.9 **Defendant in Civil Action** - Whenever an employee is named as a defendant in a civil
16 action arising out of the performance of the employee's duties and, acting within the scope of
17 employment, the Prosecuting Attorney's Office shall, at the written request of the employee, furnish
18 counsel to represent the employee to the final determination of the action, without cost to the
19 employee. Where a possible conflict exists between the County and the employee, the Prosecuting
20 Attorney may, at his or her sole discretion, appoint outside counsel as a special deputy prosecuting
21 attorney to represent the employee. In such cases, the County shall be responsible for payment of
22 costs incurred in such defense. This provision will be governed by the terms of King County Code
23 4.12.090.

1 **ARTICLE 16: TEMPORARY EMPLOYEES**

2 16.1 Temporary employees shall mean a person who is employed for a period of time not to
3 exceed six (6) months per calendar year. However, temporary employees may be used for a
4 maximum period of twelve (12) months on a special project or to back-fill for a regular employee, or
5 for a longer period if agreed to by the Union when the special project or back-fill extends beyond
6 twelve (12) months.

7 16.2 A temporary employee who is later hired as a regular employee in the same
8 classification, the temporary employment period will count as service credit for pay purposes and the
9 service will count for seniority accrual and continuous service credit only during a single period of
10 temporary employment; provided, however, when a temporary employee is terminated by the County
11 and rehired as a regular employee within thirty (30) days, the prior service shall be credited as the
12 employee's continuous service for purposes of seniority only. A temporary employee who voluntarily
13 resigns, is discharged or has more than thirty (30) consecutive days lapse in employment will not be
14 eligible for prior service credit for purposes of seniority, pay or benefits if rehired as a regular or
15 temporary employee.

16 16.3 Temporary employees who are hired to work no more than 1040 hours in a calendar year
17 will be eligible for a premium of ten percent (10%) of his/her base hourly rate of pay for all regular
18 compensated hours and a bus pass.

19 16.4 Temporary employees who are hired to work more than a 1040 hours in a calendar year
20 are eligible for paid leaves, insured benefits and a bus pass in accordance with the Agreement.

21 16.5 The County retains the right to recruit directly for permanent vacancies.

22 16.6 Temporary employees who are selected by the County for a regular position in the same
23 classification shall serve a six (6) month probationary period; however, if the employee has ninety
24 (90) or more days of continuous temporary employment in the classification at the time of selection,
25 the probationary period shall be reduced to three (3) months.

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1 **ARTICLE 17: WORK RULES**

2 17.1 The work rules contained in Article 17 and not inconsistent with the other provisions of
3 this Agreement are hereby adopted and will remain in effect until modified or amended. Any changes
4 in the working rules between the County and the Union shall be promulgated in the form of a
5 Memorandum-of-Agreement supplementary to and incorporated in this Agreement.

6 **17.2 Health and Safety**

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

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

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

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

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

20 F. An employee who works five (5) continuous hours of overtime into the eight (8)
21 hour period immediately prior to the commencement of his/her regularly scheduled shift may choose
22 to take eight consecutive hours of rest or to work the shift at his/her regular straight-time rate of pay.
23 However, for safety reasons, a Chief of Power may relieve an employee from continuous duty over
24 eight (8) hours at any time. If an employee opts not to work his/her regularly scheduled shift or is
25 relieved for safety reasons by a Chief of Power, the employee may use sick leave to compensate for
26 the time off from the shift.

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

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

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

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

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

13 **17.7 Tree Trimming** - All tree trimming, where there is a possibility of contact with
14 transmission or distribution circuits, will be done by Line Workers.

15 **17.8 Pulling Cable** - A crew pulling underground cables with power shall include not less
16 than two (2) cable splicers and shall be supervised by a Cable Splicer Crew Chief.

17 **17.9 Underground Work** - Any work performed in the underground system other than
18 inspections shall require two (2) workers at the Cable Splicer's rate of pay. Inspections may include
19 pumping and "one call dig" identification. Under no circumstance shall inspection be interpreted to
20 mean work on a cable. Inspections shall require two (2) workers, one (1) of which shall receive
21 Cable Splicer's rate of pay. The other worker may be a Journey Line Worker or qualified Line
22 Material Worker. For the purpose of this Article no Line Material Worker shall be deemed qualified
23 until they have satisfactorily completed a course in vault rescue and received confined space training.

24 **17.10 Hot Tapping** - All hot tapping on a pole shall be done by a journey level Line Worker.

25 **17.11 Staffing**

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

28 B. Electrician Constructor Crew Chief(s) shall not supervise more than ten (10)

1 Electrician Constructors/Temporary Lead Workers in Charge/Fire Detection System Specialists.

2 C. When there are at least three (3) but not more than six (6) Electrician Constructors
3 and/or Fire Detection System Specialists assigned to work on the same project, job or assignment,
4 one shall be designated by the Supervisor of Power/designee to be the Temporary Lead Worker in
5 charge provided there is no other supervision on the project, job or assignment. Fire Detection
6 System Specialists shall only be designated as Temporary Lead Worker in Charge when such project,
7 job or assignment is on fire detection systems.

8 D. When two (2) or more Electrician Constructors and/or Fire Detection System
9 Specialists are on a shift without an Electrician constructor Crew Chief or Chief of Power assigned to
10 the shift, one shall be designated by the Supervisor of Power/designee to be the Temporary Lead
11 Worker in charge.

12 E. Supervision for Line Worker - Utilities shall be set forth as provided under WAC
13 296-45-65015. Man-in-charge shall mean Temporary Lead Worker in Charge, and non-climbing
14 Foreman shall mean Temporary Line Crew Chief and Line Crew Chief.

15 **17.12 Reporting** - Workers shall not be required to report before or after their regular work
16 periods to other than their regular headquarters for the purpose of picking up vehicles or materials.
17 When employees are required to put in time before or after their regular working hours for the
18 purpose of servicing vehicles or for loading material, only the additional time worked shall be
19 compensated for at the overtime rate.

20 **17.13 Meetings** - Workers shall not be required to attend meetings called by the County
21 except during the regular working hours unless compensated.

22 **17.14 Seniority**

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

28 B. A seniority list shall be made up and posted when these working rules take effect

1 on the basis of length of service only, and this shall remain in effect until deviations there from are
2 decided upon.

3 C. Annually, employees with more than six (6) months of service shall select their
4 one (1) year shift schedule by seniority. The shift shall rotate every three (3) months in December,
5 March, June and September. The effective date of the shift rotation will be on the beginning of the
6 payroll period following the 15th of each of the listed months. Except for projects, jobs, or
7 assignments, in the event that a shift is significantly changed during the annual rotation period
8 employees will be able to re-select their shift schedule at the next scheduled shift rotation. In the
9 event of a shift schedule re-selection, the annual shift schedule selection will be determined from the
10 date of re-selection, e.g., if the re-selection of a shift schedule is held in December, the next shift
11 schedule selection will occur in December of the next year. For purposes of this Agreement, the
12 determination of what constitutes a significant change in a shift shall be decided by the Joint Labor
13 and Management Committee and shall not be subject to the grievance procedures under Article 5.
14 Employees shall be permitted to trade shifts for a three (3) month rotation period, provided it is at no
15 cost to the County. Sign-ups shall be posted the first day of December and as otherwise provided in
16 this section. It is mutually agreed that employees with more than six (6) months' service will indicate
17 their shift preferences within twenty-four (24) hours after returning to work for shift assignment by
18 the Supervisor of Power/designee. The Supervisor of Power/designee shall determine days off for all
19 shifts.

20 D. The Supervisor of Power/designee shall have the right to transfer employees from
21 one shift to another without regard to seniority when it is necessary to fill a vacancy caused by the
22 absence of an employee, subject to the provisions of Sections 17.15 and 17.16.

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

25 17.15 Transfer

26 A. Where the County desires the transfer of employees from one shift to another, no
27 loss in regular pay shall result and a nominal fifteen and one-half (15-1/2) hours off duty between
28 shifts shall be allowed and the overtime rate shall be paid for all time less than the nominal fifteen

1 and one-half (15-1/2) hours off duty; except when employees are required to change shifts due to
2 unscheduled relief, seven and one-half (7-1/2) hours off between shifts shall be the rule which
3 applies.

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

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

11 **17.17 Promotion** - An employee who is promoted to another classification may request to
12 return to his/her previously held classification provided:

13 A. A written request is submitted to the Supervisor of Power/designee,

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

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

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

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

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

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

1 between the place of reporting and the actual place of work) shall be part of the employee's work
2 time, and any transportation necessary shall be provided by the County.

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

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1 **ARTICLE 18: SAVING CLAUSE**

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

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1 **ARTICLE 19: WORK STOPPAGE**

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

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1 **ARTICLE 20: PERFORMANCE EVALUATIONS**

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

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1 **ARTICLE 21: LIGHT RAIL**

2 The County and the Union agree that the classification of Rail Electrical Worker in the Light
3 Rail Section will be covered by this agreement. The parties agree to meet as soon as practicable to
4 negotiate and implement any modifications to this agreement applicable to employment in the Light
5 Rail Section.

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Schedule "A" - Wages
International Brotherhood of Electrical
Workers Local 77
Power - Department of Transportation
Effective January 1, 2008

Job Class Code	PeopleSoft Job Class Code	Job Title	Hourly Rate		
8208200	730000	Line Crew Chief (113%)			\$ 40.59
8204100	730100	Electrical Constructor			\$ 35.92
8208100	730200	Utility Line Worker			\$ 35.92
8212100	823102	Rail Electrical Worker			\$ 35.92
8205100	730300	Helper Line Worker	\$ 24.77	\$ 25.82	\$ 26.93
8206100	730400	Line Material Worker			\$ 28.76
8211100	730500	Pole Hauler			\$ 31.41
8204100	730600	Electrician Lead Constructor (107.5%)			\$ 38.61
8204200	730700	Electrician Constructor Crew Chief (113%)			\$ 40.59
8207100	730800	Cable Splicer			\$ 37.68
8207100	730900	Lead Cable Splicer (112.5%)			\$ 40.41
8208100	731000	Lead Line Worker (107.5%)			\$ 38.61
8210100	731100	Chief Cable Splicer (118.5%)			\$ 42.57
8209100	731300	Fire Detection Specialist			\$ 35.92
8204200	731400	Electrician Temp Crew Chief (113%)			\$ 40.59
8208200	731500	Line Temporary Crew Chief (113%)			\$ 40.59
	731200	Standby			\$ 4.58
		Shift Differential			\$ 3.00

Schedule "B" - Benefits

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2 A. King County presently participates in group medical, dental, vision, life and long term
3 disability insurance benefit programs. These programs, and the level of King County premium
4 contribution to these programs, are determined by the Labor Management Insurance Committee. The
5 Committee is comprised of representatives from King County and its labor unions. The Committee's
6 function shall be to review, study and make recommendations relative to existing medical, dental,
7 vision, life and long term disability insurance programs. King County agrees to continue the Labor
8 Management Insurance Committee.

9 B. All regular and probationary employees and their dependents shall be covered by the
10 medical, dental, vision, life and long term disability plans developed by the Labor Management
11 Insurance Committee. King County agrees to maintain the level of benefits as provided by these
12 plans and pay premiums as described in these programs during 2008. Benefits for 2009, and 2010
13 will be the same unless modified by the Labor Management Insurance Committee, in which case the
14 Union may negotiate for alternate benefits.

15 C. The Union and King County agree to incorporate changes to Employee insurance benefits
16 which King County may implement as a result of the agreement of the Labor Management Insurance
17 Committee referenced in Paragraph A, but otherwise King County will not make unilateral changes to
18 existing benefits.

19 D. Employees will be eligible for insurance benefits on the first day of the month following
20 employment.

21 E. King County will hold an open enrollment at least once during each calendar year.
22 Employees will be allowed to make changes in their benefits selections during that open enrollment
23 period.